

DEVELOPEO

Terms and Conditions

Developeo Terms & Agreement

Developeo LTD Limited Private Pre-Sale KICKICO: Terms & Conditions

The following Terms and Conditions ("Terms") govern the sale of Developeo tokens ("DEVX Tokens" or "DEVX") to Limited Private Pre-Sale (i.e. kickico.com) participants ("Purchasers" collectively, and "Purchaser" individually).

This document describes the initial sale in which the DEVX is sold. It is not a solicitation for investment and does not pertain in any way to an offering of Securities in any jurisdiction.

IMPORTANT

Ownership of DEVX carries no rights express or implied. Purchases of DEVX are non-refundable. Purchasers should have no expectation of influence over governance of the DEVX Tokens.

By participating in the sale of DEVX, you're expressly acknowledge and represent that you have carefully reviewed the Terms and fully understand the risks, costs, and benefits of purchasing DEVX and agree to be bound by these Terms. As set forth below, you further represent and warrant that, to the extent permitted by law, you are authorized to purchase DEVX in your relevant jurisdiction, are of a legal age to be bound by these Terms, and will not hold liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to the sale of DEVX, now or in the future, Developeo LTD ("Developeo") and its affiliates, and the officers, directors, agents, joint ventures, employees and suppliers of Developeo.

Purchases of DEVX should be undertaken only by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, like Ether ("ETH"), and blockchain-based software systems. Purchasers should have functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. While Developeo will be available to assist Purchasers of DEVX during and after the sale, Developeo LTD will not be responsible for lost DEVX resulting from actions taken by, or omitted by Purchasers. Note, in particular, that DEVX Purchasers should take great care to write down their wallet password and not lose it so as to be sure that they will be able to access their DEVX when it becomes available after the initial sale.

The purchase of DEVX carries with it a number of risks. Prior to purchasing DEVX, you should carefully consider the risks listed below and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the following risks are unacceptable to you, you should not purchase DEVX. By purchasing DEVX, and to the extent permitted by law, you are agreeing not to hold any of the Developeo LTD and Parties liable for any losses or any special,

incidental, or consequential damages arising from, or in any way connected, to the sale of DEVX, including losses associated with the risks set forth below.

TERMS AND CONDITIONS

1. Overview of DEVX

The Developo LTD will produce a quantity of DEVX in a Limited Private Pre-Sale event through KICKICO (alternatively, "Sale" or "Public Pre-Sale"), to be conducted on its web site at www.kickico.com

Purchasers in the Limited Private Pre-Sale will acquire DEVX in exchange for ETH at the USD or other fiat currency value of each investment at the time of investment. Purchasers of DEVX in the Limited Private Pre-Sale will be granted user accounts on the aforementioned website that will enable them to claim their purchase at the end of the initial sale. All DEVX pre-sold in this manner will be created on Ethereum network. DEVX purchased with ETH will be created on the Ethereum block chain.

Developo LTD will allocate the purchased DEVX to the corresponding user account on the web site, delivering it to their control.

2. Creation of DEVX Limited Private Pre-Sale

DEVX will be issued on the Ethereum block chain. DEVX token is a utility token. The maximum total supply is 600 million DEVX tokens for Private sale, Kickico, Preico, Ico, and Developo Treasury. Oversubscriptions of the whole token sale are returned to the token holders after the closing of the token sale. If the token holder fails to cooperate in the return of the oversubscribed funds, Developo remains the right to donate the assets to a charity at Developo's sole discretion.

3. General Terms:

Issuer: Developo Ltd

Address: 71-75 Shelton Street Covent Garden London WC2H 9JQ UK

DEVX tokens: DEVX tokens are cryptographic tokens for rewarding in the Developo Platform and also will be used in Developo Bootcamps, Developo Next-GEN University, Marketplace, and Advisory Services to participate.

Total DEVX tokens

Issuance Size: 600 Million DEVX tokens

Blockchain Technology: ERC20

DEVX Token Private sale/KICKICO Cap Terms:

Softcap: 500 ETH

Hardcap: 2,500 ETH

Details about the Dev Token is as shown on the KICKICO Campaign page and final.

TIMING OF SALE

The Limited Private Pre-Sale will begin on March 3rd 2018. The sale will end on April 14, 2018.

Developeo LTD reserves the right to change the date when the initial sale will begin and further reserves the right to extend the sale duration for any reason. Though it does not currently anticipate doing so, Developeo LTD also reserves the right to shorten the sale duration for any reason.

4. DEVX Pricing

Based on the performance of other recent blockchain project launches Developeo management has determined that this initial sale shall be partitioned and sold at decreasing discount rates as the sale proceeds. Full details about these price points will be provided in a timely manner to Purchasers in the initial sale and will be available on the website at the time of purchase.

5. Disclosure of Purchases

To enable Public Pre-Sale Purchasers to have as much information as possible to guide their decision-making process, Developeo LTD will disclose in real time the total funds collected in the DEVX initial sale to enable the Purchaser to develop an understanding of the size of the existing Developeo funding pool at the time of their DEVX purchase.

6. Obligation to Determine If Purchaser Can Purchase DEVX in Purchaser's Jurisdiction

The initial sale constitutes the sale of a legal software product under European law. This product sale is conducted by Developeo LTD, a company operating under UK law. It is the responsibility of each potential Purchaser of DEVX to determine if the Purchaser can legally purchase DEVX in the Purchaser's jurisdiction.

6.1 By using the Website and participating in the Public Pre-Sale you further agree to the following statements:

I am:

- (a) NOT an individual who is a resident of the United States of America, its territories or possessions, any state of the United States of America or the District of Columbia (the "USA");
- (b) NOT a corporation, partnership or other legal entity formed under the laws of the USA;
- (c) NOT an agency, branch or office located in the USA of a corporation, partnership or other legal entity that was formed under laws other than those of the USA;
- (d) NOT a trust of which any trustee is described in (a), (b) or (c) above;
- (e) NOT a legal entity (i) the shares of which are not publicly traded on a securities exchange, and (ii) more than 45% of the shares of which are owned by or for the benefit of an individual or entity described in (a), (b), (c) or (d) above;
- (f) NOT a member of any branch of the military of the USA; and
- (g) NOT an agent or a fiduciary acting on behalf or for the benefit of an individual or entity described in (a), (b), (c), (d), (e) or (f) above.

6.2 My decision to subscribe for DEVX Tokens was:

- (a) NOT based, at least in part, on information I received or communications I exchanged while I, or the person providing the information or with whom the communication was exchanged, was within the USA;
- (b) NOT made inside the USA; and
- (c) NOT communicated to DEVX from a source within the USA.

6.3 My purchase of DEVX Tokens is:

- (a) made for my own account as principal;
- (b) NOT made in anticipation of a further distribution of the DEVX Tokens to others; and
- (c) NOT preceded, and will not be followed within 2 days from the Closing Time, by any effort to create or condition a market for the DEVX Tokens in the USA.

7. Acceptance of Terms and Conditions of the Developo Sale

As a first step in the purchase process, Developo LTD will present the Purchaser with these

Terms, and associated documents. By placing an order for DEVX, the Purchaser: (i) consents and agrees to the Terms; (ii) represents and warrants that the Purchaser is legally permitted to purchase DEVX in the Purchaser's jurisdiction; (iii) represents and warrants that the Purchaser is of a sufficient age to legally purchase DEVX or has received permission from a legal guardian who has reviewed and agreed to these Terms; (iv) represents and warrants that the Purchaser will take sole responsibility for any restrictions and risks associated with the purchase of DEVX as set forth below; and (v) represents and warrants that the Purchaser has an understanding of the usage and intricacies of cryptographic tokens, like ETH, and blockchain-based software systems.

8. Fraudulent Attempts to Double Spend ETH

Developeo LTD will monitor all potential transactions for fraudulent attempts to double spend ETH. Any detected double spend of ETH will result in no DEVX being delivered to the associated Purchaser.

9. Certain Risks Associated with the Purchase of DEVX

The purchase of DEVX carries with it significant risk. Prior to purchasing DEVX, the Purchaser should carefully consider the below risks and, to the extent necessary, consult a lawyer, accountant, and/or tax professionals prior to determining whether to purchase DEVX.

i. It is possible that the value of ETH will drop significantly in the future, depriving Developeo LTD of sufficient resources to continue to operate.

ii. DEVX will be stored in a wallet, which can only be accessed with a password selected by the Purchaser. If a Purchaser of DEVX does not maintain an accurate record of their password, this may lead to the loss of DEVX. As a result, Purchasers must safely store their password in one or more backup locations that are well separated from the primary location. In order to access one's DEVX the password that the Purchaser entered is required; loss of this may lead to the loss of a Purchaser's DEVX.

iii. Any third party that gains access to the Purchaser's Purchase Email may be able to gain access to the Purchaser's DEVX. The Purchaser must take care not to respond to any inquiry regarding their purchase of DEVX, including but not limited to, email requests purportedly coming from the Developeo.com website or a similar- looking domain.

iv. Cryptocurrencies have been the subject of regulatory scrutiny by various regulatory bodies around the globe.

The Developeo LTD platform could be impacted by one or more regulatory enquiries or regulatory action, which could impede or limit the ability of Developeo LTD to continue to develop

the Developeo LTD platform.

v. The Purchaser recognizes that the Developeo LTD Platform is currently under development and may undergo significant changes before release. The Purchaser acknowledges that any expectations regarding the form and functionality of the Developeo LTD platform held by the Purchaser may not be met upon release of the Developeo LTD Platform, for any number of reasons including a change in the design and implementation plans and execution of the implementation of the Developeo LTD Platform.

vi. The Purchaser understands that while the Developeo LTD Team will make reasonable efforts to complete the Developeo LTD Platform software, it is possible that an official completed version of the Developeo LTD Platform may not be released and there may never be an operational system.

vii. Hackers or other groups or organizations may attempt to steal the ETH revenue from the initial sale, thus potentially impacting the ability of Developeo LTD to promote the Developeo LTD Platform. To account for this risk, Developeo LTD has and will continue to implement comprehensive security precautions to safeguard the ETH and cryptocurrency obtained from the sale of DEVX. Multi-factor security measures will be taken to protect cryptocurrency and DEVX including but not limited to physical elements, multi-signature keys, splitting of funds, hot/cold wallet partitioning and diversification. Moreover, regular security audits of hot and cold wallets will be conducted by internal and external teams.

viii. Advances in code cracking, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies and the Developeo LTD Platform, which could result in the theft or loss of DEVX. To the extent possible, Developeo LTD intends to update the protocol underlying the Developeo LTD Platform to account for any advances in cryptography and to incorporate additional security measures, but it cannot predict the future of cryptography or the success of any future security updates.

ix. The loss or destruction of a private key by Developeo LTD used to access may be irreversible. Developeo LTD's loss of access to its private keys or a data loss relating to Developeo LTD could adversely affect the value of Developeo LTD Platform.

x. Developeo LTD Platform is a new product, thus contributing to price volatility that could adversely affect the value of DEVX. The factors affecting the further development of the digital assets industry, as well as the Developeo LTD Platform, include:

a) continued worldwide growth in the adoption and use of DEVX and other digital assets;

b) government and quasi-government regulation of DEVX and other digital assets and their use,

or restrictions on or regulation of access to and operation of the Developeo LTD Platform or similar digital asset systems;

c) the maintenance and development of the software of the Developeo LTD Platform;

d) changes in consumer demographics and public tastes and preferences;

e) the availability and popularity of other similar products; and

f) General economic conditions and the regulatory environment relating to the Developeo LTD Platform and digital assets.

xi. Intellectual property rights claims may adversely affect the operation of the Developeo LTD Platform. Third parties may assert intellectual property claims relating to the holding and transfer of digital assets and their source code.

Regardless of the merit of any intellectual property or other legal action, any threatened action that reduces confidence in the Developeo LTD Platform's long-term viability or the ability of end-users to hold and transfer DEVX may adversely affect the value of DEVX. Additionally, a meritorious intellectual property claim could prevent end-users from accessing the Developeo LTD Platform or holding or transferring their DEVX.

xii. DEVX transactions are irrevocable and stolen or incorrectly transferred may be irretrievable. As a result, any incorrectly executed DEVX transactions could adversely affect the value of DEVX. Cryptocurrency transactions are not, from an administrative perspective, reversible without the consent and active participation of the recipient of the transaction or, in theory, control or consent of a majority of the processing power on the host block chain platform. Once a transaction has been verified and recorded in a block that is added to the block chain, an incorrect transfer of DEVX or a theft of DEVX generally will not be reversible and there may be no compensation for any such transfer or theft. Such loss could adversely affect the value of DEVX.

xiii. DEVX tokens may be issued on the Ethereum block chain. As such, any malfunction or unexpected functioning of the Ethereum protocol may impact the Purchaser's ability to transfer or securely hold DEVX. Such impact could adversely affect the value of DEVX.

10. All Purchases of DEVX Are Non-Refundable

ALL PURCHASES OF DEVX ARE FINAL. PURCHASES OF DEVX ARE NON-REFUNDABLE IF THE DEVXELOPEO CAMPAIGN REACHES TO IT'S PROVIDED SOFTCAP. BY PURCHASING DEVX, THE PURCHASER ACKNOWLEDGES THAT NEITHER DEVXELOPEO LTD NOR ANY OTHER OF THE

DEVXELOPEO LTD PARTIES ARE REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT THE PURCHASER WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR ANY DEVX THAT IS NOT USED OR REMAINS UNUSED.

11. Privacy

Although Developo LTD requires that Purchasers provide an email address, Developo LTD will not publish any identifying information related to DEVX purchases, without the prior written consent of the Purchaser.

Purchasers may be contacted by email by Developo LTD regarding a purchase. Such emails will be informational only. Developo LTD will not request any information from Purchasers in an email.

12. Disclaimer of Warranties

THE PURCHASER EXPRESSLY AGREES THAT THE PURCHASER IS PURCHASING DEVX AT THE PURCHASER'S SOLE RISK AND THAT DEVX IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NONE OF THE DEVXELOPEO LTD & PARTIES WARRANT THAT THE PROCESS FOR PURCHASING DEVX WILL BE UNINTERRUPTED OR ERROR-FREE.

13. Limitations Waiver of Liability

THE PURCHASER ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, DEVX OR THE DEVXELOPEO LTD PLATFORM UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY KIND IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT NONE OF THE DEVXELOPEO LTD & PARTIES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, OR PURCHASE OF, OR INABILITY TO PURCHASE, DEVX. THE PURCHASER FURTHER SPECIFICALLY ACKNOWLEDGES THAT DEVXELOPEO LTD&

PARTIES ARE NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF DEVX, AND THAT THE RISK OF PURCHASING DEVX RESTS ENTIRELY WITH THE PURCHASER. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ANY OF THE DEVXELOPEO LTD & PARTIES BE LIABLE TO ANY PURCHASER FOR MORE THAN THE AMOUNT.

THE PURCHASER MAY HAVE PAID TO DEVXELOPEO LTD FOR THE PURCHASE OF DEVX. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION AND ELSEWHERE IN THE TERMS MAY NOT APPLY TO A PURCHASER. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY PURCHASER OR EXCLUDE INJURY ARISING FROM ANY WILFUL MISCONDUCT OR FRAUD OF DEVXELOPEO LTD.

14. Dispute Resolution

a) Developeo LTD and Purchaser (the "Parties") agree to make good faith efforts to resolve any dispute, controversy or claim arising between them relating to this Public Pre-Sale and their respective rights and obligations hereunder arising under this Agreement (a "Dispute").

b) If the Parties, or their designated representatives, are unable to resolve the Dispute within ten (10) business days after referral of the matter to them, the Parties will submit the Dispute for resolution pursuant to paragraph c. of this Section.

c) Except with respect to Disputes concerning (i) the right of either Party to apply to a court of competent jurisdiction for an interim or interlocutory injunction or other provisional remedy to preserve the status quo or prevent irreparable harm or

(ii) any Disputes that may arise in connection with a breach of a Party's obligations of confidentiality hereunder, if any Dispute is not resolved pursuant to paragraphs

a. and b. above, the Parties will, acting reasonably, agree mutually on the forum for resolution of the Dispute by arbitration as set out in this Section.

d) After the completion of the procedures set forth in paragraph b. and agreement by the Parties to enter into binding arbitration in accordance with paragraph c. of this Section, either Party may within thirty (30) calendar days refer the Dispute to arbitration by serving written notice of its intention to arbitrate the Dispute to the other Party.

e) The arbitration will be conducted by a single arbitrator to be mutually agreed to by the Parties within three (3) business days following the date of the referral of the Dispute to arbitration.

15. Force Majeure

Developeo LTD is not liable for failure to perform solely caused by:

- unavoidable casualty,
- delays in delivery of materials,
- embargoes,
- government orders,
- acts of civil or military authorities,
- acts by common carriers,
- emergency conditions (including weather conditions), or
- any similar unforeseen event that renders performance commercially implausible.

If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Agreement, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

16. Complete Agreement

These Terms set forth the entire understanding between each Purchaser and Developeo LTD with respect to the purchase and sale of DEVX. For facts relating to the sale and purchase, the Purchaser agrees to rely only on this document in determining purchase decisions and understands that this document governs the sale of DEVX and supersedes any public statements about the initial sale made by third parties or by Developeo LTD or individuals associated with any Developeo LTD parties, past and present and during the initial sale. There are no warranties, representations, covenants, or agreements, express or implied, between the parties except those expressly set forth in this Agreement. This Agreement may only be amended by a written document duly executed by the parties.

17. Severability

The Purchaser and Developeo LTD agree that if any portion of these Terms is found

illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

18. No Waiver

The failure of Developeo LTD to require or enforce strict performance by the Purchaser of any provision of these Terms or Developeo LTD's failure to exercise any right under these agreements shall not be construed as a waiver or relinquishment of Developeo LTD's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by Developeo LTD of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in this these Terms, no representations, statements, consents, waivers, or other acts or omissions by Developeo LTD shall be deemed a modification of these Terms nor be legally binding, unless documented in physical writing, hand signed by the Purchaser and a duly appointed officer, employee, or agent of Developeo LTD.

19. Updates to the Terms and Conditions of the DEVX Public Pre-Sale

Developeo LTD reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the sale by posting the amended Terms on the Developeo website (<https://Developeo.com>). Any Purchaser will be deemed to have accepted such changes by purchasing DEVX. The Terms may not be otherwise amended except in a signed writing executed by both the Purchaser and Developeo LTD. For purposes of this agreement, "writing" does not include an e-mail message and a signature does not include an electronic signature. If at any point you do not agree to any portion of the then-current version of the Terms, you should not purchase DEVX.

20. Cooperation with Legal Authorities

Developeo LTD will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions. Developeo LTD will endeavor to publish any legal enquiries upon receipt.