



## Infodriver Inc.

Registration No. 155708288

<https://infodriver.io> / [team@infodriver.io](mailto:team@infodriver.io)

Advanced Tower, 1st Floor, Panama City, Panama, 0801

# UTILITY TOKEN SALE AGREEMENT

THIS AGREEMENT is made effective on \_\_\_\_\_

BETWEEN: **Infodriver Inc.**, ("COMPANY"), Incorporated in Panama City, Panama, Registration No. 155708288, whose official address is Advanced Tower, 1st Floor, Panama City, Panama, 0801

AND: \_\_\_\_\_ ("referred to collectively as "PARTNERS" and individually as "PARTNER") whose current address is \_\_\_\_\_

WHEREAS, the Parties acknowledge big opportunities in their cooperation for the mutual benefit of the Parties,

WHEREAS, the Partner is interested in buying IDR Utility Tokens from the COMPANY;

WHEREAS, Kirill Mishanin is authorized to sign legal documents on behalf of the COMPANY;

NOW, THEREFORE, in consideration of the premise and the mutual promises and covenants contained herein, the COMPANY and PARTNER agree as follows.

## 1. DEFINITIONS

1.1. **COMPANY** – is an organization which issued its utility token - Infodriver (IDR) on Binance Smart Chain.

1.2. **PARTNER** – is a person or entity cooperating with the COMPANY on conditions set forth in this Agreement.

1.3. **Utility Token Sale Agreement** hereinafter referred to as the "**Agreement**" – a binding document that sets out the terms of understanding and collaboration between the Parties.

1.4. **IDR Utility Token** – digital utility token of Infodriver company (<https://infodriver.io>) issued on Binance Smart Chain (BSC) <https://bscscan.com/token/0xf00de6690cf9c8697622df49c3ad993e7bed4492> with Smart Contract Address: 0xf00de6690cf9c8697622df49c3ad993e7bed4492

## 2. SUBJECT OF THE AGREEMENT

2.1. This Agreement regulates the relationships that arise between the Parties in connection with the fact that the Parties undertake to perform transactions in accordance with the terms specified in the provisions of this Agreement.

2.2. The IDR Utility Tokens shall mean the object of the agreement provided by the COMPANY to the PARTNER after the transactions detailed in Section 3 below and further detailed in Annex 1 to this Agreement.

## 3. OBLIGATION OF THE PARTIES

3.1. The PARTNER warrants that:

- a) The PARTNER will perform the transaction of buying IDR Utility Tokens through one of the transfer options detailed in Annex 1;
- b) The PARTNER will provide the correct BEP-20 (BSC) wallet details to the COMPANY;
- c) The PARTNER is capable of fulfilling his commitment and has the full legal capacity to do so;

3.2. The COMPANY warrants that:

- a) \_\_\_\_\_ IDR Utility Tokens will be credited by the COMPANY to the BEP-20 (BSC) PARTNERS wallet, details of which have been provided in Annex 1 at a price of USD \_\_\_\_\_ per IDR Utility Token ("Utility Token Sale Price").

3.3. Under this Agreement, the COMPANY shall allocate to the PARTNER, in his BEP-20 (BSC) wallet, the IDR Utility Token amount related to his transaction(s) in no more than 1 business days from receiving the amount related to the payment for IDR Utility Tokens.

3.4. If the IDR Utility Tokens due to the PARTNER are not received by him in his BEP-20 (BSC) wallet details of which are provided at Annex 1, the COMPANY shall transfer the IDR Utility Tokens to the PARTNER or return to the PARTNER the entire payment amount received by the COMPANY for such IDR Utility Tokens.

3.5. Further obligations of the Parties shall be detailed by the Parties in Annex 1 to this Agreement.

## 4. INTELLECTUAL PROPERTY RIGHTS

4.1. All rights, title, and interest in and to any Party, all content of websites, applications, code of the Parties, including all intellectual property rights therein, shall remain the exclusive property of the respective Parties.

4.2. The COMPANY has absolute editorial control over their projects and the content, which the COMPANY may modify, in whole or in part, at any time without prior notice, except for joint PR activities for which the Parties shall communicate prior to launching any campaign.

4.3. Notwithstanding the foregoing, all proprietary intellectual property rights of the Seller shall belong to the Seller.

## **5. RESPONSIBILITIES AND DISPUTE RESOLUTION**

5.1. This Agreement shall be governed by common law.

5.2. For breach of obligations under this Agreement, the Parties shall be responsible in accordance with this Agreement and the common law.

5.3. The Party that has violated the terms of this Agreement shall pay all damages caused by the violation.

5.4. Compensation by the guilty Party of losses caused by a violation of the Agreement shall not exempt the Parties from the obligations under this Agreement.

5.5. All disputes between the Parties concerning the subject of this Agreement that are not settled through negotiations in 30 (thirty) days from their commencement shall be settled by the court in accordance with the provisions of this Agreement and the requirements of the common law.

## **6. FORCE MAJEURE**

6.1. The Parties shall be exempted from liability for non-fulfillment or improper fulfillment of obligations under this Agreement if it arose as a result of force majeure (as detailed in clause 6.2).

6.2. Under Force Majeure circumstances, this Agreement means any circumstances that have arisen independently of the will or in contravention of the will of the Parties and which can't be foreseen or avoided, including military actions, public disturbances, epidemics, blockades, earthquakes, floods, fires, decisions or orders of state authorities and management, which will result in the additional obligations imposed on the Parties or additional restrictions (licensing, customs, tax, etc.) will be imposed and which will make it impossible to further fully or partially perform its obligations under the Agreement, as well as other actions or events that exist beyond the will of the Parties.

6.3. A Party that fails to fulfill or cannot fulfill its obligation under this Agreement as a result of force majeure circumstances, must within 5 (five) days from the moment such events occur notify the other Party in writing about the obstacles and their impact on the fulfillment of the obligations under this Agreement.

6.4. If force majeure circumstances last for 1 (one) calendar month in a row, the Parties shall determine the date, time, and place for negotiations aimed at finding possible ways to resolve the issue of the fulfillment by the Parties of the terms of this Agreement. Notwithstanding any Force Majeure, the Parties will use their best efforts to either fulfill their obligations under this Agreement or return the payment price or IDR Utility Tokens (as applicable) received by one Party from the other.

## **7. TERMINATION OF THE AGREEMENT**

7.1. This Agreement may be terminated before the expiration only in the following cases:

- a) under the arrangement of the Parties;
- b) in other cases, stipulated by the terms of this Agreement and the common law.

7.2. Termination of this Agreement for any reason does not relieve the Parties from the obligation to fully fulfill its obligations, the obligation to fulfill which arose before the termination of such termination.

## **8. TERMS OF CONFIDENTIALITY**

8.1. The Parties must not disclose information about the terms of the Agreement, as well as any other information that became known to the Parties in the course of implementation of the terms of this Agreement, and make any possible effort to exclude the possibility of access to such information by third parties, except when such information should be provided in accordance with the requirements of this Agreement and the common law.

8.2. Each Party must not disclose or share the confidential information of the other Party under the Agreement to any third party without the prior written consent of this Party.

8.3. The PARTNER shall take appropriate measures to ensure the complete preservation of the confidential information of the COMPANY, which was received by him prior or in the process of fulfilling the terms of this Agreement. Such measures shall be set forth in other agreements between the Parties.

## **9. OTHER TERMS**

9.1. Each of the Parties guarantees that, at the time of conclusion of this Agreement, it is not in any way limited in the right to conclude this Agreement and to fulfill all the conditions specified therein.

9.2. Each of the Parties confirms that the conclusion of this Agreement and the fulfillment of its conditions do not contradict the common law, does not contradict the objectives of the Parties, the provisions of their charter documents, or other local acts of the Parties.

9.3. The Parties have agreed that amendments to this agreement may be made by the COMPANY by sending the appropriate letter to the PARTNER, and the PARTNER notifying the COMPANY of acceptance of such amendments. If, after receiving the letters, the PARTNER continues to perform under this Agreement, the changes shall be deemed accepted by the PARTNER.

## **10. FINAL PROVISIONS**

10.1. The Parties acknowledge that they have read this Agreement, understand it, and agree to be bound by the terms and conditions.

10.2. The Parties agree that this Agreement constitutes the entire agreement by the Parties and supersedes all proposals, oral or written, and all other prior negotiations, conversations, discussions, or agreements between the Parties relating to the subject matter of this Agreement.

10.3. Amendments to this Agreement shall be made by concluding supplementary agreements by the Parties, which are an integral part thereof if stated in writing, signed, and sealed by the Parties.

10.4. The PARTNER shall be solely responsible for notifying the COMPANY about changes in the information used to make payments for the results of the Services.

10.5. In cases not provided for in this Agreement, the Parties shall be guided by the common law of the Parties.

10.6. The Agreement is signed by two counterparts in English. Both copies have equal legal force.

**11. DETAILS AND SIGNATURES OF THE PARTIES**

**SIGNED** by the COMPANY

**SIGNED** by PARTNER

..... Name

..... Name

..... Date

..... Date

..... Signature

..... Signature

**Annex 1 to the Utility Token Sale Agreement of \_\_\_\_\_**

**IDR UTILITY TOKEN TRANSACTIONS DETAILS**

1. The IDR Utility Tokens provided by the COMPANY in the Private utility token sale process are being compensated from the IDR Utility Token Private Sale pool.
2. The process of completing the utility token sale agreement is as following:
  - Within 2 working days after the date of signing this Agreement, the PARTNER guarantees to make an equivalent payment of \_\_\_\_\_ USD for all the IDR Utility Tokens due to the PARTNER under this agreement by transfer to one of the following addresses:
    - a) Ethereum ETH Payment to: **0x879c04f585eba8de225d0fa5321694bde63bcc31**
    - b) Tether USDT ERC-20 Payment to: **0x879c04f585eba8de225d0fa5321694bde63bcc31**
    - c) Tether USDT TRC-20 Payment to: **TFeX1wrbxLZEF5qPpJ7TRjdywHFgGUebyg**
    - d) BUSD Payment to: **0x960c82cF524a168aC93EC1Ae61F40635ACAcF6E2**
    - e) Bitcoin Payment to: **17pU8Wox4SMz4fAxxiVgHuhJ8HqcvLYNRX**
  - PARTNER shall inform the COMPANY of the funds transferred providing proof of transfer to the email address [team@infodriver.io](mailto:team@infodriver.io) from the email address \_\_\_\_\_.
  - PARTNERS BEP-20 (BSC) address: \_\_\_\_\_
  - The delivery of the IDR Utility Tokens by the COMPANY shall be made no later than 2 days after the payment is confirmed in the provided wallets/accounts.
  - The PARTNER should receive \_\_\_\_\_ IDR Utility Tokens.
3. All proprietary intellectual property rights to the IDR Utility Tokens shall belong to the COMPANY from the moment they are created.
4. The payment for the IDR Utility Tokens shall cover both the payment for the provision of IDR Utility Tokens and the transfer of proprietary intellectual property rights to their results to the COMPANY.
5. The Services may be clarified by the Parties by the means of electronic communication acceptable by the Parties. Any amendment to this Annex must be agreed upon in writing by both parties.

**DETAILS AND SIGNATURES OF THE PARTIES**

**SIGNED** by the COMPANY

**SIGNED** by PARTNER

..... Name

..... Name

..... Date

..... Date

..... Signature

..... Signature