

**PURCHASE AGREEMENT FOR
NAVI BLOCKCHAIN TOKENS (“NAVI Tokens”)**

**by and between
Computek Iveria LLC
and**

(Purchaser)

An incomplete Purchase Agreement will not be accepted, and as a result, a Purchaser will not be able to participate in the sale of the NAVI Tokens.

Purchasers are strongly encouraged to seek independent legal, financial and tax advice regarding their individual circumstances and objectives in determining whether to participate in the offer and sale of the NAVI Tokens under this Purchase Agreement.

THE NAVI TOKENS OFFERED FOR SALE UNDER THE PURCHASE AGREEMENT WILL BE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD, EXCEPT (A) IF THE TOKEN HOLDER IS IN THE UNITED STATES OR A U.S. PERSON, UNTIL THE FIRST ANNIVERSARY OF THE PURCHASE OF THE NAVI TOKENS; (B) IF THE SUBSCRIBER IS A NON-U.S. PERSON, TO OTHER NON-U.S. PERSONS OUTSIDE THE UNITED STATES (IN COMPLIANCE WITH APPLICABLE LAW) IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH RULE 903 OR RULE 904 OF REGULATION S, PROMULGATED UNDER THE U.S. SECURITIES ACT OF 1933; OR (C) TO COMPUTEK IVERIA LLC OR ANY SUBSIDIARY THEREOF AND, IN EACH CASE, AS PERMITTED UNDER APPLICABLE LAWS AND REGULATIONS OR PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE PURCHASER SHOULD BE AWARE THAT IT MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME AND MAY LOSE THE ENTIRE VALUE OF ANY INVESTMENT IN NAVI TOKENS.

PLEASE READ CAREFULLY THIS DOCUMENT BEFORE MAKING ANY PAYMENTS FOR TOKENS, AS IT AFFECTS YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. IF YOU DO NOT AGREE WITH THIS DOCUMENT, DO NOT MAKE ANY PAYMENTS FOR TOKENS.

The NAVI Tokens, a product of Computek Iveria LLC

Token Purchase Agreement

Purchase Amount:	
Purchase Price:	\$0.07 per NAVI Token, paid in ETH, BTC, BCH or LTC
Bonus Rate*:	
Number of Tokens*:	

**Bonus Rate and the Number of Tokens will be calculated based on the applicable bonus rates at the time when Purchaser submits payment for the NAVI Tokens.*

THIS TOKEN PURCHASE AGREEMENT (“*Agreement*”) made and entered into on _____, 2018 (the “*Effective Time*”), by and between Computek Iveria LLC, a limited liability company organized under the laws of the country of Georgia (the “*Company*”) and the undersigned Purchaser (“*Purchaser*”) certifies that in exchange for the payment by the Purchaser of the Purchase Amount, the Company hereby issues to the Purchaser the NAVI Tokens, subject to the terms and conditions set forth below.

The parties agree as follows:

1. Token Purchase.

By submitting a Purchase Agreement, the Purchaser purchases NAVI Tokens sold by the Company in the amount and purchase price set forth above on the terms and conditions as described in this Agreement.

(a) *Acceptance of Agreement and PPM.* The Purchaser understands and agrees that this purchase of NAVI Tokens is made subject to the terms and conditions contained in this Agreement and the Private Placement Memorandum, and that the Company shall have the right to accept or reject, in its sole discretion, the Purchaser’s NAVI Token purchase for any reason or no reason, in whole or in part, and at any time prior to its acceptance.

2. Definitions

“*Company’s Intellectual Property Rights,*” in relation to the Company, the Agreement and the Network, means all: (i) patents, inventions, designs, copyright and related rights, database rights, knowhow and confidential information, trademarks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; (ii) all other rights of a similar nature or having an equivalent effect anywhere in the world which currently exist or are recognized in the future; and (iii) all applications, extensions and renewals in relation to any such rights.

“**BCH**” means Bitcoin Cash, the digital currency of the Bitcoin Cash hard fork of the Bitcoin blockchain.

“**BTC**” means bitcoin, the digital currency of the legacy Bitcoin blockchain.

“**Dissolution Event**” means (i) a voluntary termination of operations of the Company, (ii) a general assignment for the benefit of the Company’s creditors or (iii) any other liquidation, dissolution or winding up of the Company, whether voluntary or involuntary.

“**ETH**” means ether, the digital currency of the Ethereum blockchain.

“**Ethereum ERC20 Wallet**” means an Ethereum wallet that supports the ERC20 token standard in order to receive the NAVI Tokens due to the Purchaser.

“**Governmental Authority**” means any nation or government, any state or other political subdivision thereof, any entity exercising legislative, judicial or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization.

“**Laws**” means laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders and decrees.

“**LTC**” means litecoin, the digital currency of the Litecoin blockchain.

“**Network**” means the BoatPilot navigation app, the Pocket Skipper service app, and the BoatGod hardware module, all as more fully described in the White Paper and PPM.

“**Person**” means an individual or legal entity or person, including a government or political subdivision or an agency or instrumentality thereof.

“**Private Placement Memorandum**” or “**PPM**” is the legal memorandum that discloses the objectives, risks and terms concerning the Purchaser’s participation in the sale of NAVI Tokens.

“**Purchase Price**” means the price for the NAVI Tokens, which is equal to \$0.07 per Token.

“**Sponsoring Parties**” means the Company’s respective officers, directors, principals, members, employees, agents, and other affiliates.

“**Services**” means the services and other use cases which the Company provides to the Purchasers of the NAVI Tokens via the Network, and which are more specifically described in the White Paper.

“**Website**” means www.boatpilot.io, www.boatpilot.me, and all subdomains and all their respective pages.

“*White Paper*” means the BoatPilot Whitepaper, available at https://www.boatpilot.io/docs/BoatPilot_White_Paper_EN.pdf, and the BoatPilot Yellow Paper, available at https://www.boatpilot.io/docs/BoatPilot_Yellow_Paper_EN.pdf.

3. Participation in the Offering

(a) ***Qualified Investors.*** Offer and sale of the NAVI Tokens under this Agreement is only available to either (i) persons that are residents of the United States who qualify as “accredited investors” within the meaning of Rule 501 of Regulation D promulgated under the Securities Act; or (ii) persons who are not U.S. persons within the meaning of Rule 902 of Regulation S promulgated under the Act.

i. Each U.S. Purchaser participating in the sale of NAVI Tokens will need to complete an accreditation process to establish that the Purchaser is an accredited investor. For this offering, the Company’s accreditation service is VerifyInvestor.com. The instructions for completing the verification process can be found on the company’s Website.

ii. Each non-U.S. Purchaser participating in the Offering represents and warrants to the Company that it has had an opportunity to consult with the Purchaser’s own legal, tax, accounting and investment advisers with respect to the legal and tax treatment of its participation in the Offering in the jurisdiction from which the Purchaser is participating.

iii. Tokens are not being offered or distributed in any country or territory where transactions with digital tokens are prohibited or in any manner restricted by applicable laws or regulations, other than in compliance with such restrictions.

(b) ***AML/KYC Due-Diligence.*** Each U.S. and non-U.S. Purchaser must pass Anti-Money Laundering (“*AML*”) and Know Your Customer (“*KYC*”) checks. For this offering of NAVI Tokens, the Company’s AML/KYC due-diligence service is IdentityMindGlobal.com. The instructions for completing the verification can be found on the company’s Website.

4. Purchase Price; Bonuses

(a) **Purchase Price.** The purchase price for NAVI Tokens is \$0.07 per NAVI Token. Purchasers may pay the purchase price in the equivalent amount of BCH, BTC, ETH, or LTC.

(b) **Minimum Purchase.** United States purchasers must purchase a minimum of 4,000 NAVI Tokens (\$280) to participate in the sale. Non-U.S. purchasers must purchase at least 100 NAVI Tokens (\$7) to participate in the sale.

(c) **Bonus Tokens.** Purchasers who buy NAVI Tokens may be eligible for bonus Tokens, depending on how many Tokens have already been sold during the Token Sale at the time of purchase, as follows:

<u>Tokens Sold</u>	<u>Bonus</u>
[0 – 10%)	20%
[10 – 20%)	17.5%
[20 – 30%)	15%
[30 – 40%)	12.5%
[40 – 50%)	10%
[50 – 60%)	8%
[60 – 70%)	6%
[70 – 80%)	4%
[80 – 90%)	2%
[90 – 100%]	0%

Bonus Rate will be calculated based on the applicable bonus rates as of the time when Purchaser submits payment for the NAVI Tokens.

5. Events

(a) **Dissolution Event.** If there is a Dissolution Event, the Company will pay an amount equal to the Purchase Amount (the “***Returned Purchase Amount***”), due and payable to the Purchaser immediately prior to, or concurrent with, the consummation of the Dissolution Event, to the extent funds are available and prior to paying any amounts to any equity holders of the Company. If immediately prior to the consummation of the Dissolution Event, the assets of the Company that remain legally available for distribution to all Purchasers of NAVI Tokens during the sale of NAVI Tokens (together, the “***Dissolving Purchasers***”), as determined in good faith by the Company’s board of directors, are insufficient to permit the payment to the Dissolving Purchasers of their respective Returned Purchase Amounts, then the remaining assets of the Company legally available for distribution will be distributed with equal priority and pro rata among the Dissolving Purchasers in proportion to the Returned Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 5(a).

(b) **Soft Cap.** When the sale of NAVI Tokens closes, if the sum of all purchases is not equivalent to at least \$3,920,000, then all NAVI Tokens will be destroyed, and all funds raised during the sale will be returned to Purchasers. The Soft Cap will be implemented via smart contract.

(c) **Hard Caps.** The sale of NAVI Tokens is subject to a hard cap of \$9,850,000. Any contributions in excess of the hard cap will be returned to Purchasers, and no NAVI Tokens will be issued for such contributions. The hard cap will be implemented via smart contract.

6. Company Representations

The Company hereby represents and warrants to, and agrees with, the Purchaser as follows:

(a) **Good Standing.** The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the country of Georgia and has the power and authority to develop and operate the Network.

(b) **Due Authorization.** The execution, delivery and performance by the Company of this Agreement is, to the Company's knowledge, within the power of the Company and has been duly authorized by all necessary actions on the part of the Company. This instrument constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

(c) **No Warranties.** THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE NAVI TOKENS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY, OR ANY OTHER PERSON ON THE COMPANY'S BEHALF.

7. Purchaser's Representations

The Purchaser hereby represents and warrants to, and agrees with, the Company and Sponsoring Parties as follows:

(a) **Company's Reliance.** The Purchaser understands and acknowledges that the Company and the Sponsoring Parties will be relying on the information, representations, warranties and covenants of the Purchaser in this Agreement for many purposes, including for the purpose of determining whether to accept this Agreement and the Purchaser's payment and issue NAVI Tokens to the Purchaser. Without the information, representations, warranties and covenants of the Purchaser in this Agreement, the Company would not accept this Agreement or the Purchaser's payment from the Purchaser.

(b) **Binding Obligation.** This Agreement shall become binding and enforceable against the Purchaser in accordance with its terms on the date, if any, that the Company accepts this Agreement in whole or in part. The Purchaser understands that, upon acceptance by the Company, the Purchaser is not entitled to cancel, terminate or revoke this Agreement.

(c) **Investor Qualification.** The Purchaser hereby represents and warrants to the Company that (i) it is an "accredited investor," as defined in Rule 501 of Regulation D; or (ii) not a U.S. person within the meaning of Rule 902 of Regulation S under the Securities Act.

(d) **Investment Experience; Access to Information; Independent Investigation.**

i. **Access to Information.** The Purchaser or its professional advisor has been granted the opportunity to ask questions of and receive answers from the Company and the Sponsoring Parties concerning the terms and conditions of this Agreement and the PPM, the Company and the Network, and to obtain any additional information that the Purchaser or its professional advisor deems necessary to verify the accuracy of the information received.

ii. *Arm's-Length Transaction.* The Purchaser acknowledges and agrees that the sale of NAVI Tokens under this Agreement is an arm's-length transaction between the Company and the Purchaser. In connection with the purchase and sale of NAVI Tokens, the Company is not acting as the Purchaser's agent or fiduciary. The Company assumes no advisory or fiduciary responsibility in favor of the Purchaser in connection with the sale of the NAVI Tokens.

iii. *No Rights Created by Token Ownership.* The Purchaser understands and acknowledges that ownership of the NAVI Tokens does not create rights, express or implied, other than as expressly provided in this Agreement or any smart contract developed by the Company with respect to the NAVI Tokens. In particular, the NAVI Tokens do not provide the Purchaser with rights of any form with respect to any of the Company's revenues or assets, including voting, distribution, redemption, liquidation, proprietary information, including all forms of Intellectual Property, or other financial or legal rights, nor does ownership of NAVI Tokens represent a loan to the Company.

iv. *Offering Funds.* The Purchaser understands and acknowledges that the funds raised through the sale of NAVI Tokens will be utilized by the Company in its sole and ultimate discretion as described in more detail in the PPM and White Paper.

v. *Ability to Evaluate.* The Purchaser has such knowledge and experience, either individually or together with his, her or its representatives, in financial and business matters, and of cryptographic tokens, token wallets and other token storage mechanisms, public and private key management, blockchain technology, and blockchain-based software systems, to understand the terms of this Agreement and the PPM, including the technical description of the blockchain Network, and such knowledge, understanding, and experience has enabled the Purchaser to evaluate the merits and risks of purchasing the NAVI Tokens.

vi. *Assumption of Risk.* The Purchaser understands that the NAVI Tokens involve risks, all of which the Purchaser fully and completely assumes, including, but not limited to, the risk that (i) the technology associated with the Network will not function as intended; (ii) the Network will not be completed; (iii) the Network will fail to attract sufficient interest from key stakeholders; and (iv) the Company and/or the Network may be subject to investigation and punitive actions from Governmental Authorities.

vii. *"As-Is" Status of Tokens.* The Purchaser understands and expressly accepts that the Tokens will be created and delivered to the Purchaser at the sole risk of the Purchaser on an "AS IS" and "UNDER DEVELOPMENT" basis. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PURCHASER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY TOKENS, REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY THE COMPANY, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE TOKENS

viii. *No Reliance.* The Purchaser confirms that by making a decision to execute and deliver the Agreement, the Purchaser has relied solely upon this Agreement, the PPM and the Purchaser's own independent due diligence.

ix. *Purchase for Own Account.* The Purchaser is purchasing NAVI Tokens for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same.

x. *No Guarantees.* The Purchaser understands and acknowledges that any oral or written representations by the Company or the Sponsoring Parties regarding the future utility of the NAVI Tokens on the Network are subject to modification in the Company's sole discretion, and as such, such utility may never exist or may be substantially different from that currently anticipated by the Company or the Purchaser.

xi. *Disclosure Documents.* The Purchaser has received, reviewed and understood the PPM.

(e) Regulatory Issues

i. *Advisers and Securities Act Matters.* The Purchaser acknowledges and understands that neither Company or the Sponsoring Parties are registered or licensed with any federal or state regulator as an investment adviser, broker-dealer, money services business, money transmitter, or virtual-currency business. As a result, the Purchaser will not be afforded the full set of protections provided to the clients and customers of such entities under the Securities Act, the Securities Exchange Act of 1934, as amended (the "*Exchange Act*"), the Investment Advisers Act of 1940, as amended (the "*Advisers Act*"), and any similar or applicable state laws.

ii. *No Registration of NAVI Tokens.* The Purchaser understands and acknowledges that (i) neither this Agreement, nor the PPM, nor the White Paper, nor any other materials have been reviewed by, passed on or submitted to any federal or state agency; (ii) the NAVI Tokens are being offered and sold under an exemption from registration provided in Section 4(a)(2) and Regulation D of the Securities Act; and (iii) the NAVI Tokens have not been registered under the Securities Act, securities laws of any state or any other jurisdiction, nor is that registration contemplated.

iii. *Risk of Being Classified as Money Transmitter and/or Money Services Business.* The Purchaser understands and acknowledges that the Company believes that it is not a money transmitter ("*MT*") or a money services business ("*MSB*"). If a Governmental Authority determined that the Company were an MT or MSB, the Company would be subject to significant additional regulatory requirements. Such requirements could lead to substantial changes with respect to the Network, the Tokens, transactions involving the Tokens and other issues, and would greatly increase the cost of creating the Network and facilitating transactions using the Tokens. It could lead to the termination of the Tokens. Further, a Governmental Authority could take adverse action against the Company and Sponsoring Parties if it determines that the Tokens or the Network violate existing law. Any of these outcomes would negatively affect the Network and the value of the Tokens, and could cause the Company to cease operations.

(f) Use of NAVI Tokens. NAVI Tokens are intended to be used on the Network (i) to enable usage of and interaction with the Network and to support its development, testing, deployment

and operation; (ii) to power the Network's reward system, encouraging prospective users to share navigation information with the Network; and (iv) for certain other uses as described in the PPM and White Paper. However, in its sole discretion, the Company may modify the intended use of the NAVI Tokens on the Network as it develops the Network.

(g) *Token Transfer Restrictions.* The Purchaser understands and acknowledges that:

i. *Transfer Restrictions.* There are substantial restrictions on the transferability of the NAVI Tokens, and there will initially be no public market for the NAVI Tokens for U.S. Purchasers. The NAVI Tokens will not be registered under the Securities Act, and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements. This means that unless the NAVI Tokens are used in commercial transactions based on the Services used in the Network, holders of the NAVI Tokens may not transfer the NAVI Tokens to any "U.S. Person," within the meaning of Rule 902(a)(k) of Regulation S under the Securities Act, except that they may transfer the NAVI Tokens to U.S. Persons that are "accredited investors" as defined in Rule 501(a) of Regulation D under the Securities Act, in compliance with applicable U.S. securities laws, unless and until the Company reasonably determines and advises the Purchaser that the NAVI Tokens are freely tradeable.

ii. *Transfer Restrictions to NY Residents.* The sale of the NAVI Tokens in the State of New York may constitute a virtual currency business activity requiring licensing under the New York Banking Law and other New York State laws and regulations.

iii. *Transfers in Violation of this Agreement are Void.* Any transfer made in violation of the transfer provisions of this Agreement will be void.

(h) *Due Authorization.*

i. *Authority for Individuals.* If the Purchaser is an individual, the Purchaser has the requisite legal capacity for executing and delivering this Agreement and other documents required to be executed in connection with the transaction contemplated herein.

ii. *Authority for Entities.* If the Purchaser is an entity, it is duly and validly organized, validly existing and in good standing as such entity under the laws of the jurisdiction of its organization, with full power and authority to execute and deliver this Agreement.

iii. *Ultimate Token Owners.* The Purchaser, if executing the Purchase Agreement in a representative or fiduciary capacity, has full power and authority to execute and deliver this Agreement and each other document referred to herein for which a signature is required in such capacity and on behalf of the subscribing individual, partnership, trust, estate, corporation or other entity for whom or which the Purchaser is executing this Agreement.

(i) *Identity of the Purchaser and Beneficial Owners.* Neither the Purchaser, nor any of its affiliates or direct or indirect beneficial owners; (i) appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of

the Treasury (“**OFAC**“), nor are they otherwise a party with which the Company is prohibited to deal under the laws of the United States; (ii) is a person identified as a terrorist organization on any other relevant lists maintained by governmental authorities; or (iii) unless otherwise disclosed in writing to the Company prior to the date of this Agreement, is a senior foreign political figure¹, or any immediate family member² or close associate³ of a senior foreign political figure. The Purchaser further represents and warrants that, if applicable, the Purchaser: (i) has conducted thorough due diligence with respect to all of its beneficial owners; (ii) has established the identities of all direct and indirect beneficial owners and the source of each beneficial fund; and (iii) will retain evidence of those identities, any source of funds and any due diligence.

(j) **Source of Funds.** The Purchaser acknowledges, represents and warrants that:

i. **Anti-Money Laundering.** No payment or other transfer of value to the Company and no payment or other transfer of value to the Purchaser shall cause the Company to be in violation of applicable U.S. federal or state or non-U.S. laws or regulations, including, without limitation, anti-money laundering, economic sanctions, anti-bribery or anti-boycott laws or regulations, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (“**USA Patriot Act**”), or the various statutes, regulations and executive orders administered by OFAC (“**OFAC Regulations**“).

ii. **OFAC; Support of Illegal Activities.** No payment or other transfer of value to the Company is or will be derived from, pledged for the benefit of, or related in any way to (i) the government of any country designated by the U.S. Secretary of State as a country supporting international terrorism, (ii) property that is blocked under any OFAC Regulations or that would be blocked under OFAC Regulations if it were in the custody of a U.S. national, (iii) persons to whom U.S. nationals cannot lawfully export services, or with whom U.S. nationals cannot lawfully engage in transactions under OFAC Regulations, (iv) the government of any country that has been designated as a non-cooperative country or designated by the U.S. Secretary of the Treasury as a money laundering country or (v) directly or indirectly, any illegal activities. The Purchaser acknowledges that, pursuant to anti-money laundering laws and regulations, the Company may be required to collect documentation verifying the identity and the source of funds used to acquire the NAVI Tokens before, and from time to time after, the date of this Agreement

iii. **Payments; Boycotted Countries.** All payments or other transfer of value to the Company by the Purchaser will be made through an account (or virtual currency public address whose associated balance, either directly or indirectly, has been funded by such an account) located in a jurisdiction that does not appear on the list of boycotted countries published by the U.S. Department

¹ A “**senior foreign political figure**” is defined as a senior official in the executive, legislative, administrative, military or judicial branch of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a “senior foreign political figure” includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

² An “**immediate family member**” of a senior foreign political figure typically includes the figure’s parents, siblings, spouse, children and in-laws.

³ A “**close associate**” of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial U.S. and non-U.S. financial transactions on behalf of the senior foreign political figure.

of Treasury pursuant to § 999(a)(3) of the Internal Revenue Code as in effect at the time of the payment or other transfer of value. In the event that the Purchaser is, receives deposits from, makes payments to or conducts transactions relating to a non-U.S. banking institution (a “*Non-U.S. Bank*”) in connection with the acquisition of Tokens, the Non-U.S. Bank: (1) has a fixed address, other than an electronic address or a post office box, in a country in which it is authorized to conduct banking activities, (2) employs one or more individuals on a full-time basis, (3) maintains operating records related to its banking activities, (4) is subject to inspection by the banking authority that licensed it to conduct banking activities and (5) does not provide banking services to any other Non-U.S. Bank that does not have a physical presence in any country and that is not a registered affiliate.

(k) *Voluntary Compliance.* The Purchaser acknowledges and understands that the Company may not be obligated to comply with any U.S. anti-money laundering requirements but has chosen to voluntarily comply with such requirements as the Company has deemed appropriate in its sole discretion. The Purchaser agrees to cooperate with the Company as may be required in the reasonable opinion of the Company in connection with such compliance.

8. Rule 506(d) of Regulation D.

(a) *Disqualifying Events.* As of the date hereof, the Purchaser has not been subject to any event specified in Rule 506(d)(1) of Regulation D under the Securities Act or any proceeding or event that could result in any such disqualifying event (“*Disqualifying Event*”) that would either require disclosure under the provisions of Rule 506(e) of Regulation D or result in disqualification of the Rule 506 exemption. The Purchaser will immediately notify the Company in writing if the Purchaser becomes subject to a Disqualifying Event at any date after the date hereof. In the event that the Purchaser becomes subject to a Disqualifying Event at any date after the date hereof, the Purchaser agrees and covenants to use its best efforts to coordinate with the Company to provide documentation as reasonably requested by the Company related to any such Disqualifying Event.

(b) *Remedies.* The Purchaser agrees that, at the sole discretion of the Company, its remedies arising out the Purchaser’s Disqualifying Event may include, without limitation, the transfer or sale of the Purchaser’s Tokens.

9. Dispute Resolution & Arbitration.

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

(a) *Binding Arbitration.* Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “*Disputes*”) arising out of or related to the terms of the this Agreement or the PPM (the “*Terms*”) in which either party seeks injunctive relief or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, the Company and the Purchaser agree (a) to waive the Purchaser’s and Company’s respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (b) to waive the Purchaser’s and Company’s respective

rights to a jury trial. Instead, the Company and the Purchaser agree to arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

(b) *No Class Arbitrations, Class Actions, or Representative Actions.* The Purchaser and the Company agree that any Dispute arising out of or related to these Terms is personal to the Purchaser and Company and that such Dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. The Purchaser and the Company agree that there will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, the Purchaser and the Company agree that a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

(c) *Federal Arbitration Act.* The Purchaser and the Company agree that these Terms affect interstate commerce and that the enforceability of this section shall be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "FAA"), to the maximum extent permitted by applicable law.

(d) *Informal Dispute Resolution; Notice.* The Purchaser and the Company agree that each party will notify the other party in writing of any Dispute within thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. The Company will send a notice to the Purchaser by email to the then-current email address in the Purchaser's account. The Purchaser agrees to send a notice to the Company to by email at info@boatpilot.io. The purchaser's notice must include (i) the Purchaser's name, postal address, telephone number and the email address, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that the Purchaser is seeking. If the Purchaser and the Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either the Purchaser or the Company may, as appropriate and in accordance with this Section, commence an arbitration proceeding or, to the extent specifically provided for in Section, file a claim in court.

(e) *Arbitration Process and Rules.* Any dispute, as well as controversy or claim arising out of or relating to this Agreement, PPM, the purchasing, holding, using or selling of NAVI Tokens, or the breach, termination or invalidity thereof shall be finally settled by arbitration in accordance with the arbitration rules of the International Arbitration and Cryptography Centre ("IACC"), available at https://github.com/Cryptonomica/arbitration-rules/tree/master/Arbitration_Rules/IACC), in effect at the time of the filing of the claim, except as they may be modified herein or by mutual agreement of you and the Company. You hereby waive the right to any form of recourse against any award to any court or other competent authority, insofar as such waiver can validly be made under the applicable law.

10. Indemnification

PLEASE CAREFULLY REVIEW THE INDEMNIFICATION PROVISIONS CONTAINED IN THIS SECTION BECAUSE THEY LIMIT THE PURCHASER'S ABILITY TO SEEK RELIEF FROM THE COMPANY.

(a) **Legal Ramifications.** The Purchaser acknowledges that it fully understands the legal consequences and meaning of the warranties and representations presented in this Agreement, and except as otherwise agreed in writing with the Company, agrees to the fullest extent permitted by applicable law to indemnify, defend, and hold harmless the Company and the Sponsoring Parties from and against all actual or threatened claims, lawsuits, damages, liability, or expenses whatsoever (including, without limitation, reasonable attorneys' fees and expenses) due to or arising from or relating to (i) inaccurate warranties and representations made by the Purchaser, or breach and/or failure by the Purchaser to abide by covenants or agreements made by the Purchaser in this Agreement or any other document presented by the Purchaser to the Company and/or Sponsoring Parties in connection with this transaction (including any information provided during accreditation and AML/KYC process); (ii) any proceeding, lawsuit or action for violation of securities, money-transmission, or commodities laws instituted by the Purchaser that is finally resolved by judgment against the Purchaser; or (iii) any action instituted by or on behalf of the Purchaser against the Company and/or the Sponsoring Parties that is finally resolved by judgment against the Purchaser or in favor of the Company and/or the Sponsoring Parties.

(b) **No Waiver.** Notwithstanding the foregoing, nothing contained in the Agreement shall constitute a waiver by the Company and/or the Sponsoring Parties of any of their legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived.

11. Limitation of Liability

PLEASE CAREFULLY REVIEW THE LIMITATION-OF-LIABILITY PROVISIONS CONTAINED IN THIS SECTION BECAUSE THEY SUBSTANTIALLY LIMIT THE SCOPE OF THE COMPANY'S LIABILITY IN CONNECTION WITH THE AGREEMENT.

(a) **Direct/Indirect Damages.** To the fullest extent permitted by applicable law: (i) in no event will the Company or any of the Sponsoring Parties be responsible or held liable for any indirect, special, incidental, consequential, or exemplary damages of any kind (including, but not limited to, where related to loss of revenue, income or profits, loss of use or data, or damages for business interruption) arising out of or in any way related to this Agreement or otherwise related to the Terms, regardless of the form of action, whether based in contract, tort (including, but not limited to, simple negligence, whether active, passive or imputed), or any other legal or equitable theory (even if the party has been advised of the possibility of such damages and regardless of whether such damages were foreseeable); and (ii) in no event will the aggregate liability of the company and the sponsoring parties (jointly), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), or other theory, arising out of or relating to the Terms exceed the amount purchaser pays to the company under this Agreement.

(b) **Limitation provisions.** The limitations set forth in this section will not limit or exclude liability for the gross negligence, fraud or intentional, willful, or reckless misconduct of the Company and/or the Sponsoring Parties. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to Purchaser.

12. **Intellectual Property**

Purchaser is not entitled, for any purpose, to any of the Company's Intellectual Property Rights. The Company shall retain ownership, including all rights, title and interests in the Company's Intellectual Property Rights. The Purchaser understands and accepts this by executing and delivering this Agreement and shall not (i) acquire or otherwise be entitled to any of the Company's Intellectual Property Rights; (ii) make a claim in respect of any of the Company's Intellectual Property Rights or any other equivalent rights; or (iii) use, attempt to use, copy, imitate or modify any of the Company's Intellectual Property Rights, except with the Company's prior written consent.

13. **Tax Information.**

(a) **Tax Considerations.** The Purchaser is not relying on the Company or the Sponsoring Party regarding tax considerations in connection with entering into this Agreement. THE PURCHASER UNDERSTANDS AND ACKNOWLEDGES THAT THERE ARE NO ASSURANCES AS TO THE TAX RESULTS IN CONNECTION WITH THIS AGREEMENT. THE PURCHASER HAS HAD THE OPPORTUNITY TO CONSULT WITH THE PURCHASER'S OWN LEGAL, ACCOUNTING, TAX, INVESTMENT AND OTHER ADVISERS WITH RESPECT TO THE TAX TREATMENT OF ITS PARTICIPATION IN THE AGREEMENT AND THE RISKS INVOLVED.

(b) **Purchaser's Responsibility for Taxes.** The Purchaser understands that the Purchaser bears sole responsibility for any taxes arising in connection with the Purchaser executing and delivering the Agreement, and any future acquisition, ownership, use, sale or other disposition of NAVI Tokens held by the Purchaser. To the extent permitted by law, the Purchaser agrees to indemnify, defend and hold the Company or the Sponsoring Parties harmless for any claim, liability, assessment or penalty with respect to any taxes associated with or arising from the Purchaser's purchase of NAVI Tokens hereunder, or the use or ownership of NAVI Tokens.

(c) **Cooperation.** The Purchaser will cooperate with the Company with respect to all tax matters and agrees to duly execute and provide to the Company in a timely manner any tax documentation that may be reasonably requested in connection with this Agreement or Purchaser's ownership of NAVI Tokens.

14. **Miscellaneous**

(a) **Entire Agreement.** This Agreement constitutes the entire agreement between the Company and the Purchaser with respect to the subject matter of this Agreement and may be amended only in a writing executed by the Company and the Purchaser.

(b) Notices. Any notice required or permitted by this Agreement will be deemed sufficient when sent by email to the relevant address listed on the signature page, as subsequently modified by written notice received by the appropriate party.

(c) No Assignment. Neither this Agreement nor the rights contained herein may be assigned, by operation of law or otherwise, by either party without the prior written consent of the other, except that the Company may assign this Agreement in whole, without the consent of the Purchaser, in connection with a reincorporation to change the Company's domicile.

(d) Severability. In the event any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Agreement operate or would prospectively operate to invalidate this Agreement, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this Agreement, and the remaining provisions of this Agreement will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(e) Governing law. ALL RIGHTS AND OBLIGATIONS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE UNITED KINGDOM OF GREAT BRITAIN, WITHOUT REGARD TO THE CONFLICTS OF LAW PROVISIONS OF SUCH JURISDICTION.

(f) Assurances. The Purchaser shall, and shall cause its affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably requested by the Company to carry out the provisions of this Agreement and give effect to the transactions contemplated by this Agreement, including, without limitation, to enable the Company or the transactions contemplated by this instrument to comply with applicable laws.

(g) Force Majeure. The Company shall not be liable or responsible to the Purchaser, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, including without limitation, launching the Network, when and to the extent such failure or delay is caused by or results from acts beyond the Company's reasonable control, including, without limitation: **(i)** acts of God; **(ii)** flood, fire, earthquake or explosion; **(iii)** war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, or other civil unrest; **(iv)** Law; or **(v)** action by any Governmental Authority.

(h) Survival. The representations and warranties of the Purchaser in the Agreement shall survive the execution and delivery of the Agreement.

E-SIGNATURE PAGE FOLLOWS

E-SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the date first above written.

By checking this box and pressing the “I Agree” button, I acknowledge that I have read, understood, and agree to be bound by and comply with all terms of the Purchase Agreement. I acknowledge and accept that all purchases of NAVI Tokens from the Company during the sale of NAVI Tokens are final, and there are no refunds or cancellations except as may be required by applicable law or regulation, or except in the event that the Soft Cap is not reached. I further acknowledge and accept that the Company reserves the right to refuse Purchase Agreements at any time in its sole discretion.

Computek Iveria LLC

Purchaser:

By:
Title:
Email:
Address:

By:
Email