

VER.1.2. 17 MARCH 2023 BATUMI

ERTC PLATFORM LLC

OFFER

PREAMBLE:

THE PRESENT AGREEMENT IS A PUBLIC OFFER OF TOKENS (HEREINAFTER REFERRED TO AS INTERNAL ASSETS) (HEREINAFTER REFERRED TO AS THE CONTRACT OR OFFER) THE OFFER OF A LEGAL ENTITY ERTC PLATFORM LLC REGISTERED IN THE TERRITORY OF GEORGIA, IDENTIFICATION NUMBER 400354086, HEREINAFTER REFERRED TO AS THE SELLER, TO A NATURAL PERSON, LEGAL ENTITY OR INDIVIDUAL ENTREPRENEUR, HEREINAFTER REFERRED TO AS BUYER, COLLECTIVELY REFERRED TO AS PARTIES. THE PRESENT OFFER SHALL BE DEEMED TO HAVE BEEN CONCLUDED UPON ACCEPTANCE BY THE BUYER.

THE PRESENT OFFER IS NOT INTENDED FOR CITIZENS AND RESIDENTS OF THE FOLLOWING STATES AND TERRITORIES:

UNITED STATES OF AMERICA, CRIMEA, SYRIAN ARAB REPUBLIC, PEOPLE'S REPUBLIC OF CHINA, REPUBLIC OF INDONESIA, ICELAND, PLURINATIONAL STATE OF BOLIVIA, ROMANIA, KYRGYZSTAN, REPUBLIC OF ECUADOR, TAIWAN, SOCIALIST REPUBLIC OF VIET NAM, PEOPLE'S REPUBLIC OF BANGLADESH, THE REPUBLIC OF COLOMBIA, AS WELL AS OTHER STATES AND TERRITORIES IN WHICH THE PURCHASE, USE, SALE AND OTHER TRANSACTIONS WITH CRYPTOCURRENCY OR OTHER DIGITAL ASSETS BASED ON DISTRIBUTED REGISTRY TECHNOLOGY (BLOCKCHAIN) ARE PROHIBITED.

IF YOU ARE A CITIZEN/RESIDENT OF ONE OF THE ABOVE STATES AND TERRITORIES, YOU ARE NOT ENTITLED TO ACCEPT THIS OFFER.

TERMS AND DEFINITIONS:

OFFER - A PUBLIC OFFER OF THE SELLER, ADDRESSED TO THE BUYER, TO CONCLUDE THIS AGREEMENT ON THE EXISTING TERMS CONTAINED IN THE OFFER, INCLUDING ALL ITS ANNEXES.

ADDOPTION - THE FULL AND UNCONDITIONAL ADOPTION BY THE BUYER OF THE TERMS OF THE AGREEMENT BY FILLING OUT THE APPROPRIATE FORM ON THE PAGE OF THE SELLER'S WEBSITE LOCATED ON THE INTERNET AT: [HTTPS://ERTC.LAND](https://ERTC.LAND), AS WELL AS PAYING THE AMOUNT OF ASSETS TO BE ACQUIRED, DEFINED BY THIS AGREEMENT, USING THE DETAILS SPECIFIED IN CLAUSE 25 OF THE AGREEMENT.

INTERNET PLATFORM "ERTC" (ALSO REFERRED TO AS "WEBSITE", "SERVICE") - LEGAL ENTITY ERTC PLATFORM LLC, REGISTERED IN ACCORDANCE WITH THE

STATE LAW OF GEORGIA, IDENTIFICATION NUMBER 400354086. OPERATES UNDER THE COMMERCIAL NAME (BRAND) “ERTC (HEREINAFTER IN THE TEXT - ALSO "PLATFORM").

ERTC PLATFORM - MODERN INTEGRATED INTERNET PLATFORM CREATED ON THE BASIS OF BLOCKCHAIN TECHNOLOGIES THAT PROCESSES SUPERMASSIVE DATA VALIDATING LARGE AREAS OF LAND, THE INTEGRITY AND TRANSPARENCY OF DATA ON THE ISSUE OF THE PLATFORM TOKEN AND ITS FURTHER MOVEMENT WITHIN THE SYSTEM AND EFFECTIVE PROCESS AUTOMATION THROUGH THE USE OF DECENTRALIZED COMPUTING.

USER - A PERSON WHO VOLUNTARILY USES THE ERTC PLATFORM, PARTICIPATES IN THE ERTC PROJECT ON THE BASIS OF PERSONAL INTEREST, AND ALSO RESORTS TO USING THE ERTC PLATFORM FOR PERSONAL, NON-COMMERCIAL PURPOSES. INTERNET PLATFORM (SERVICE) ERTC USER IS A PERSON WHO VOLUNTARILY USES THE PLATFORM FOR PERSONAL PURPOSES ON THE TERMS PROVIDED FOR IN THE USER AGREEMENT, IN ORDER TO BENEFIT FROM PARTICIPATION IN BONUS PROGRAMS. TO PARTICIPATE IN THE PROJECT AND USE ALL THE INTERNET PLATFORM FEATURES ARE ALLOWED PERSONS WHO HAVE REACHED THE AGE OF MAJORITY, NOT DEPRIVED OF LEGAL CAPACITY, AND ALSO NOT LIMITED IN LEGAL CAPACITY. ERTC IS NOT RESPONSIBLE FOR THE USE OF THE INTERNET PLATFORM BY PERSONS UNDER THE AGE OF MAJORITY, AS WELL AS THOSE DEPRIVED OF LEGAL CAPACITY.

PERSONAL ACCOUNT - USER'S PERSONAL ACCOUNT OF ERTC INTERNET PLATFORM, LOCATED ON THE INTERNET AT: [HTTPS://WWW.ERTC.LAND](https://www.ertc.land). THE USER'S PERSONAL ACCOUNT IS BUILT ON THE BASIS OF A USER-FRIENDLY INTERFACE. AND OFFERS A NUMBER OF USEFUL FUNCTIONS (SEE USER'S PERSONAL ACCOUNT MANUAL).

TRANSACTION - A PAYMENT (ALSO REPLENISHMENT OF A PERSONAL WALLET ACCOUNT). TOKEN PAYMENT SERVICE.

ERTC TOKEN (HEREINAFTER - INTERNAL ASSETS / ASSETS) - DIGITAL ASSET, PROPERTY IN ELECTRONIC FORM, CREATED USING ENCRYPTION (CRYPTOGRAPHIC) MEANS BY THE SELLER AND EXPRESSED AS AN 8-DIGIT UNIQUE CODE. OWNERSHIP OF THIS PROPERTY IS VERIFIED BY MAKING DIGITAL RECORDS IN THE INTERNAL REGISTER OF DIGITAL TRANSACTIONS USING THE PLATFORM.

IN TERMS OF PRESENT AGREEMENT, A TOKEN IS A CONVENTIONAL UNIT OF EXCHANGE FOR GOODS OR SERVICES. THE OWNER OF THE TOKEN HAS NO RIGHTS OF PARTICIPATION AND MANAGEMENT OF THE SELLER'S LEGAL ENTITY, AS WELL AS RIGHTS TO PROFIT AND/OR OTHER INCOME FROM THE SELLER AND/OR AFFILIATED PERSONS. TOKEN IS NOT A SECURITY OR ITS EQUIVALENT. TOKEN UNIT DESIGNATION IS «ERTC». IS THE RESULT OF THE SELLER'S INTELLECTUAL ACTIVITY; THE SELLER IS THE HOLDER OF THE EXCLUSIVE (PROPRIETARY) RIGHTS TO THIS INTELLECTUAL RESULT.

1. THE SELLER DISPOSES OF THE BUYER'S INTERNAL ASSETS IN THE AMOUNT REQUESTED BY THE BUYER FILLING IN THE CORRESPONDING ONLINE FORM ON THE PAGE OF THE SELLER'S WEBSITE: [HTTPS://ERTC.LAND](https://ERTC.LAND), AND THE BUYER UNDERTAKES TO PAY FOR AND ACCEPT THE INTERNAL ASSETS IN ACCORDANCE WITH THE PROVISIONS OF THIS OFFER.

2. THE NUMBER OF ISSUED ASSETS IS ESTABLISHED BY THE INTERNAL REGULATIONS OF THE PLATFORM. THE BUYER HAS THE RIGHT TO ALIENATE THIRD PARTIES, UNLESS OTHERWISE PROVIDED BY THE USER AGREEMENT, WHICH AUTOMATICALLY ACCEPT THE TERMS OF THIS AGREEMENT. THE BUYER IS OBLIGED TO FAMILIARIZE THIRD PARTIES ACQUIRING THE TOKEN(S) FROM THE BUYER WITH THIS AGREEMENT. THE SELLER IS NOT RESPONSIBLE FOR THE FULFILLMENT OR NON-FULFILLMENT BY THE BUYER OF THIS OBLIGATION.

3. THE BUYER IS NOT ENTITLED TO DEMAND TOKEN(S) FROM THE SELLER UNDER THIS OFFER IF THE NUMBER OF TOKENS SOLD HAS BEEN EXHAUSTED.

4. THE VALUE OF THE DOMESTIC ASSET IS INDICATED BY THE SELLER ON THE PLATFORM AND ON THE WEBSITE [HTTPS://ERTC.LAND](https://ERTC.LAND). PAID IN THE OFFICIAL CURRENCY OF GEORGIA - LARI (GEL), TAKING INTO ACCOUNT THE OFFICIAL EXCHANGE RATE.

5. THE PARTIES AGREE ON THE NUMBER OF UNITS OF INTERNAL ASSET AND THE TOTAL AMOUNT PURCHASED BY THE BUYER BY FILLING IN THE APPROPRIATE FORM ON THE PAGE OF THE SELLER'S WEBSITE: [HTTPS://ERTC.LAND](https://ERTC.LAND)

FILLING OUT THIS FORM, THE BUYER INDICATES, AMONG OTHER THINGS, THE FOLLOWING INFORMATION, WHICH BECOMES AN INTEGRAL PART OF THIS OFFER:

A) LAST NAME, FIRST NAME AND PATRONYMIC NAME AND BUYER'S LEGAL ENTITY REGISTRATION NUMBER;

B) THE BUYER'S EMAIL ADDRESS;

C) THE NUMBER OF PURCHASED TOKENS;

D) OTHER INFORMATION AND DATA IN ACCORDANCE WITH THE USER AGREEMENT.

6. BUYER RESPONSIBILITIES:

THE BUYER UNDERTAKES TO PAY THE AMOUNT OF PURCHASED TOKENS, THE PROCEDURE FOR DETERMINING WHICH IS ESTABLISHED BY THIS AGREEMENT.

THE BUYER UNDERTAKES TO USE THE TOKEN(S) FOR PURPOSES NOT PROHIBITED BY THE LEGISLATION OF GEORGIA AND THIS AGREEMENT.

THE USER GUARANTEES THAT NOT INVOLVED IN:

- OPERATIONS FOR THE LEGALIZATION (LAUNDERING) OF PROCEEDS FROM CRIME;
- RECEIVING INCOME FROM ILLEGAL DRUG TRAFFICKING, WEAPONS AND OTHER OBJECTS SEIZED FROM CIVIL CIRCULATION;
- RECEIPT OF PROCEEDS FROM CRIMINAL AND/OR TERRORIST ACTIVITIES;
- RECEIVING INCOME FROM TRADE WITH COUNTRIES, TRADE WITH WHICH IS PROHIBITED BY INTERNATIONAL ORGANIZATIONS;
- RECEIVING INCOME FROM ANY OTHER ILLEGAL ACTIVITY.

7. SELLER'S RESPONSIBILITIES:

THE SELLER IS OBLIGED TO PROVIDE ACCESS TO THE ELECTRONIC WALLET IN ACCORDANCE WITH THE USER AGREEMENT.

THE ELECTRONIC WALLET CAPTURES THE NUMBER OF ASSETS OWNED BY THE BUYER, AS WELL AS OTHER INFORMATION AND INFORMATION DETERMINED BY THE SELLER.

8. TOKENS ARE CREDITED TO THE BUYER'S E-WALLET WITHIN 1 (ONE) BUSINESS DAY FROM THE DATE OF RECEIPT OF THE CORRESPONDING PAYMENT TO THE SELLER'S CURRENT ACCOUNT.

9. THE SELLER IS NOT LIABLE FOR THE BUYER'S LOSS OF ACCESS TO THE ELECTRONIC WALLET AND MONEY AND/OR TOKENS ON IT DUE TO THE BUYER'S FAULT, INCLUDING DUE TO TECHNICAL FAILURE, ERROR OR INFECTION OF THE BUYER'S EQUIPMENT BY COMPUTER VIRUS, AS WELL AS THE BUYER'S LOSS OR DISCLOSURE TO THIRD PARTIES OF ACCESS INFORMATION FROM THIS ELECTRONIC WALLET.

10. THE SELLER IS NOT LIABLE FOR THE BUYER'S LOSSES DUE TO THE POSSIBLE CHANGE IN THE PRICE OF THE ASSET. THE BUYER CONFIRMS THAT HE IS AWARE OF THE RISK OF A CHANGE IN THE PRICE OF THE TOKEN. BY SIGNING AN OFFER, THE BUYER ACCEPTS THE PRICE OF THE ASSET PLACED ON THE [HTTPS://ERTC.LAND](https://ertc.land) WEBSITE AT THE TIME OF THE TRANSFER.

11. THE SELLER IS NOT LIABLE FOR THE IMPOSSIBILITY OF USING THE ACQUIRED ASSETS DUE TO THE CHANGE OF LEGISLATION OR THE DIRECT PROHIBITION OF THE USE OF DISTRIBUTED REGISTRY TECHNOLOGY, BLOCKCHAIN TECHNOLOGY, AS WELL AS CRYPTOCURRENCIES AND CURRENCIES, IS NOT AN OFFICIAL CURRENCY IN THE COUNTRY WHERE THE BUYER IS RESIDENT AND IN THE

COUNTRY WHERE THE SELLER IS RESIDENT, AS WELL AS DUE TO CHANGES IN INTELLECTUAL PROPERTY LAW IN THE COUNTRIES, OF WHICH THE BUYER AND SELLER ARE RESIDENTS.

12. THE BUYER UNDERSTANDS, ASSUMES ALL RISKS AND REPORTS THAT THE PURCHASED ASSETS MAY BE VALUED IN THE ECONOMIC MARKET BELOW THE VALUE OF THE PURCHASED TOKENS OR MAY NOT HAVE A MONETARY VALUE.

13. THE PARTIES SHALL BE EXEMPT FROM LIABILITY FOR PARTIAL OR TOTAL NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT IF THIS FAILURE WAS CAUSED BY CIRCUMSTANCES OF FORCE MAJEURE, ARISING AFTER THE CONCLUSION OF THIS CONTRACT FROM CIRCUMSTANCES OF AN EXTRAORDINARY NATURE WHICH THE PARTIES COULD NOT HAVE FORESEEN OR PREVENTED. THE CIRCUMSTANCES REFERRED TO IN THIS PARAGRAPH INCLUDE, INTER ALIA, NATURAL AND INDUSTRIAL DISASTERS, FIRES AND FLOODS, OTHER NATURAL DISASTERS, PROHIBITIONS AND RESTRICTIONS OF THE COMPETENT STATE AUTHORITIES, MILITARY ACTIONS AND CIVIL DISTURBANCES, TERRORIST ACTS, AS WELL AS DISRUPTIONS TO ELECTRONIC EQUIPMENT AND COMMUNICATIONS FACILITIES THAT CONSTITUTE EXTRAORDINARY AND UNFORESEEABLE CIRCUMSTANCES FOR A PARTY UNDER THE CIRCUMSTANCES.

14. IN THE EVENT OF THE OCCURRENCE OF THE CIRCUMSTANCES PROVIDED FOR IN PARAGRAPH 12 OF THIS AGREEMENT, THE PERIOD OF PERFORMANCE BY THE PARTY OF THE OBLIGATIONS UNDER THIS CONTRACT SHALL BE POSTPONED COMMENSURATE WITH THE TIME DURING WHICH THESE CIRCUMSTANCES AND(OR) THEIR CONSEQUENCES SHALL APPLY.

15. ALL DISPUTES RELATING TO THE CONCLUSION, INTERPRETATION, PERFORMANCE AND AVOIDANCE OF THE CONTRACT SHALL BE SETTLED BY NEGOTIATION BETWEEN THE PARTIES THROUGH SUBMISSION OF THE RELEVANT CLAIM AND RECEIPT OF A RESPONSE WITHIN 30 (30) DAYS FROM THE DATE OF DELIVERY. THE CLAIM MUST CONTAIN AN INDICATION OF THE RELEVANT VIOLATION, A SUBSTANTIVE SUMMARY OF THE CLAIM AND A LEGAL BASIS.

16. IN THE EVENT OF NO POSSIBILITY TO SETTLE DISPUTES BY NEGOTIATION, THE DISPUTE SHALL BE SUBMITTED TO THE JURISDICTION OF THE PLACE WHERE THE SELLER IS LOCATED.

17. THE LAW OF GEORGIA APPLIES TO THIS AGREEMENT.

18. IF ANY COVENANTS OR SUCH OTHER PROVISIONS OF THIS AGREEMENT ARE FOUND TO BE INVALID OR UNENFORCEABLE, THIS DOES NOT AFFECT THE VALIDITY OR APPLICABILITY OF THE REMAINING PROVISIONS OF THIS AGREEMENT.

19. INACTION ON THE PART OF THE SELLER IN THE EVENT OF A VIOLATION BY THE BUYER OF THE PROVISIONS OF THIS AGREEMENT DOES NOT DEPRIVE THE

SELLER OF THE RIGHT TO TAKE APPROPRIATE ACTIONS TO PROTECT HIS INTERESTS LATER, AND ALSO DOES NOT MEAN THE SELLER WAIVES HIS RIGHTS IN CASE OF VIOLATIONS IN THE FUTURE.

20. THIS CONTRACT MAY BE TRANSLATED INTO ANOTHER LANGUAGE AT THE DISCRETION OF ERTC. GEORGIAN LANGUAGE EDITING HAS PRIORITY IN CASE OF DISPUTES.

21. THE BUYER CONFIRMS THAT IT HAS EXAMINED ALL INFORMATION ON THE DOMESTIC ASSETS, ITS LEGAL AND ECONOMIC NATURE, ITS POSSIBILITIES AND AREAS OF POSSIBLE APPLICATION, THE POSSIBLE MARKET PRICE (VALUE) OF THE TOKEN, ASSESSED ALL RISKS, STUDIED ALL THE INFORMATION ABOUT THE SELLER AND ITS ACTIVITIES AND DECIDED TO ACCEPT THE TERMS OF THIS CONTRACT.

22. THE ACQUIRED ASSETS MAY NOT BE USED FOR PURPOSES CONTRARY TO THE LAWS OF THE COUNTRY OF WHICH THE SELLER IS A RESIDENT, AS WELL AS THE LAWS OF THE COUNTRY OF WHICH THE BUYER IS A RESIDENT.

23. THE BUYER'S OWNERSHIP RIGHTS ARE NOT TRANSFERRED TO THE SELLER AND ARE NOT ENCUMBERED BY THE BUYER'S RIGHTS.

24. DOCUMENTS PROVIDED TO PROVE THE IDENTITY AND OWNERSHIP OF THE LAND ARE NOT TRANSFERRED TO THIRD PARTIES EXCEPT FOR PARAGRAPH 24.1

24.1 DOCUMENTS PROVIDED TO PROVE THE IDENTITY AND OWNERSHIP OF THE LAND CAN BE TRANSFERRED TO THE COMPETENT AUTHORITIES IN CASE OF SUSPICIOUS TRANSACTIONS

25. SELLER'S DETAILS:

ERTC PLATFORM LLC

ID 400354086

ADDRESS: GEORGIA, TBILISI, GLDANI DISTRICT, OMAR KHIZANISHVILI STREET, N264 (FREE INDUSTRIAL ZONE OF TBILISI TECHNOLOGY PARK).