DATAEUM.IO

Token Purchase Agreement

This Tokens Purchase Agreement (the "Agreement") summarizes the principal terms proposed by Dataeum OÜ, a company incorporated in the jurisdiction of Republic of Estonia, registry code 14484697 (the "Seller") regarding sale of digital tokens which will be issued and then transferred by the Seller to You (the "Buyer").

Please read carefully this Agreement before purchasing Dataeum Tokens (XDT), 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 Agreement, you shall not purchase Dataeum Tokens (XDT). By purchasing Dataeum Tokens (XDT) during the Pre-Sale and Public Sale set forth herein from the Seller, you will be bound by this Agreement, thus your purchase of Dataeum Tokens (XDT) is subject to this Agreement.

RECITALS

WHEREAS, the Seller should develop Dataeum – a decentralized network, which allows to collect 100% of physical data from any part of the world, based on a crowdsourcing collaborative model (the "Platform"); and

WHEREAS, the Seller will issue its ERC20 digital tokens called Dataeum Tokens (XDT), which will be used as the utility tokens within the Platform; and

WHEREAS, the Buyer wants to purchase Dataeum Tokens (XDT) pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in mutual consideration of the covenants and agreements contained herein, the Seller and Buyer agree as follows:

1. **USE OF DATAEUM TOKENS (XDT)**

The Buyer understands and accepts that Dataeum Tokens (XDT) will be used as utility tokens. The Buyer expressly agrees that Dataeum Tokens (XDT) are not securities, are not registered with any government entity as the securities, shall not be considered as such, are not intended to be commodity or any other kind of financial instrument, do not represent any share, stake, security or equivalent rights, including, but not limited to, any right to receive future revenue shares and intellectual property rights, and do not represent any ownership right. The Seller has

prepared a Whitepaper to describe some matters related to the Platform, including, but not limited to, any technological aspects and software matters. **However, the Seller's Whitepaper shall in no way be deemed as constituting a legally binding agreement, contract, decision etc. between the Seller and the Buyer.** This Agreement entirely regulates relations between the Parties and overrides any prior negotiations or otherwise implied terms of cooperation between the Parties.

2.   SCOPE OF TERMS

The Buyer hereunder commits to purchase Dataeum Tokens (XDT) for Bitcoins (BTC), Ethereum (ETH) cryptocurrency, or fiat money (USD/EUR), and the Seller hereby expressly agrees to issue and sell to the Buyer Dataeum Tokens (XDT). The purchase amount, the numbers of Tokens and Bonuses will be determinate in the moment of such purchase, on the terms agreed by the Parties or set forth on this Agreement.

The Buyer shall transfer such cryptocurrency of fiat money as set forth herein and the Seller will allocate an amount of Dataeum Tokens (XDT) equivalent to the payment to the ETH-Wallet (ERC-20 standard) of the Buyer within 14 (fourteen) days after the Public Sale ends.

Unless otherwise stated herein, this Agreement governs purchase of Dataeum Tokens (XDT) by the Buyer from the Seller during Pre-Sale, which starts on August 20, 2018 and should end on September 23, 2018 as well as during Public Sale, which will start in the fourth quarter of 2018 (Q4, 2018). The dates of Pre-Sale or Public Sale may be changed but the Seller. The Seller will notify the Buyer on the Seller's website (https://www.dataeum.io/) or by other means of communication between the Seller and the Buyer.

The use of Dataeum Tokens (XDT) and relations between the Seller and Buyer might be governed by any other applicable terms and policies, including, but not limited to, the Token Sale agreements (Token Purchase Agreement, Terms & Conditions). The Buyer agrees and acknowledges that, to the extent applicable to the Buyer, all statutory obligations in connection with taxes incurred, directly or indirectly, in connection with the Buyer's purchase, ownership and subsequent transfer of Dataeum Tokens (XDT), shall be the sole responsibility of the Buyer.

3.   ACCEPTANCE, PURCHASE PRICE AND PAYMENT

By signing this Agreement and/or by buying Dataeum Tokens (XDT) hereunder, the Buyer expressly accepts all terms and conditions described herein and agrees to be bound thereby and comply therewith.

The token price shall constitute 1 ETH (one Ethereum) for 12, 000 (twelve thousand) Dataeum Tokens (XDT). The minimum contribution accepted on the Pre-Sale is 1 ETH (one Ethereum); the minimum contribution accepted on the on the Public Sale is 0.2 ETH (zero point two Ethereum).

The contributions can also be made in BTC or fiat money (USD/EUR) in accordance with exchange rates, which will be valid on the day of such contribution.

The Seller provides the early Buyers with a discount on the following conditions:

−   30% (thirty percent) on the first week of Pre-Sale;
−   25% (twenty five percent) on the second week of Pre-Sale;
−   20% (twenty percent) on the third week of Pre-Sale;
−   15% (fifteen percent) on the fourth week of Pre-Sale;
−   10% (ten percent) on the fifth week of Pre-Sale.

Each Buyer who purchases Dataeum Tokens (XDT) during the above mentioned periods shall get the relevant discount.

The Buyers who will book Dataeum Tokens (XDT) on the Seller's website (https://www.dataeum.io/) before the date when Pre-Sale starts will be rewarded with 10% (ten percent) extra bonus from the amount of discount on the first week of Pre-Sale. This extra bonus (10% reward) will be constituting 33% (thirty three percent) discount in total for the first week of Pre-Sale.

In order to purchase Dataeum Tokens (XDT), the Buyer shall send ETH/BTC/USD in the amount which is equivalent to the amount of Dataeum Tokens (XDT) the Buyer is willing to receive for such payment to the ETH-Wallet or BTC-Wallet of the Seller. If the contribution is made in fiat money (USD/EUR), the Seller will provide the Buyer with the invoice and relevant banking details. The Seller will distribute Dataeum Tokens (XDT) only after the Public Sale ends.

The Buyer is obliged to strictly follow any and all requirements and procedures set forth by the Seller, as shall be mentioned on the Dataeum AML/KYC Policy. The Buyer can not purchase Dataeum Tokens (XDT) without successful completing AML/KYC Policy. If the Buyer fails to complete AML/KYC Policy, the Buyer will not be able to participate in Pre-Sale or Token Sale. Only if KYC procedure would be successful, the Buyer would be a lawful holder of Dataeum Tokens (XDT).

Each Buyer, who successfully passed through KYC/AML procedure will be added to the whitelist of Buyers. If the ETH-Wallet of the Buyer is not be in the whitelist, the Buyer will not be able to receive Dataeum Tokens (XDT).The Seller is not liable for the inability of the Buyer to receive or use Dataeum Tokens (XDT) because of Buyer's failure to follow any of the requirements and procedures of the Seller or due to any possible misrepresentations of the Buyer and shall not make any refunds of prior contributions.

4.   OTHER CONDITIONS OF DATAEUM TOKEN SALE

The Seller will issue 500,000,000 (find hundred million) Dataeum Tokens (XDT).

Hard Cap. Hard cap constitutes 35 000,00 ETH (thirty-five thousand Ethereum) and means the maximum amount of raised funds required to develop the Platform. If Hard Cap is reached, the

Seller will stop accepting payments from the Buyers, and the Token Sale will come to the end. The Buyer may not purchase Dataeum Tokens (XDT) hereunder after Hard Cap is reached.

Lock-up period. The Dataeum Tokens (XDT) distributed to the team members and associates who contributed to the success of the operation will be locked up for the first 24 (twenty-four) months following the end of the Public Sale and will then be gradually released at a rate of 10% (ten percent) of the total each month**.**

5.   THE BUYER'S ETH-WALLET

To receive Dataeum Tokens (XDT), the Buyer shall have ETH-Wallet and a private key to it since the token distribution might be carried out using specially deployed Token Sale smart contract. The Buyer may be required to manually set his/her ETH-Wallet to watch the Token Sale smart contract to receive Dataeum Tokens (XDT) after their issuance by the Seller. Use of any online exchange services (E.G., Kraken, Coinbase, Polonies, etc.), as well as use of Jaxx and multi-signature wallets to receive purchased Dataeum Tokens (XDT), **and thus to make payment, will lead to the loss of all ETH paid hereunder.** In this case, the Buyer also will not be able to receive purchased Dataeum Tokens (XDT). **The Buyer shall not use any online exchange services, Jaxx, and multi-signature wallets to receive purchased Dataeum Tokens (XDT).** The Buyer hereunder confirms, represents and warrants that he/she will use only a wallet he/she have a private key in order to receive purchased Dataeum Tokens (XDT). The following wallets are known to be compatible with Ethereum tokens (ERC-20 standard): MyEtherWallet, MetaMask, Mist, Parity, imToken, Trust, Coinomi, etc. The Seller will transfer relevant amount of the Dataeum Tokens (XDT) to the Buyer's ETH-Wallet once the Public Sale ends.

6.   SOURCE OF FUNDS

The funds used for the payment hereunder shall not directly or indirectly come from any illegal sources. The Buyer hereby expressly represents and warrants that he/she is not using any proceeds of criminal or illegal activity, including money laundering of any form. The Buyer agrees to hold the Seller harmless of any investigation or proceedings related to the source of Buyer's funds transferred to the Seller in the course of Dataeum Token Sale.

The buyer also warrants to the Seller that no transaction involving Dataeum Tokens (XDT) will be used to facilitate any criminal or illegal activity, including money laundering and terrorism financing.

7.   EXCHANGES

Purchased Dataeum Tokens (XDT) may be sold and transferred by the Buyer at any time after Public Sale ends via cryptocurrency exchanges at his/her own risk and without any interference of the Seller, provided that Dataeum Tokens (XDT) are listed on any of the cryptocurrency exchanges. The Buyer acknowledges that the Seller cannot ensure and/or secure listing of the Dataeum Tokens (XDT) on such exchanges as it is the discretion of cryptocurrency exchanges whether to list Dataeum Tokens (XDT).

8.   REFUND, CANCELLATIONS AND REPAYMENT

The Buyer acknowledges and accepts that following the completion of the Public Sale, the Seller is entitled to use received payments to finance the Seller's operational activities, development and marketing. To the extent allowable pursuant to applicable law, the Buyer's purchase of Dataeum Tokens (XDT) from the Seller is final. No refunds and/or cancellations are applicable to Pre-Sale and Public Sale, unless otherwise specified in this Agreement.

9.   PURCHASE LIMITATIONS

Prohibited Jurisdictions. Dataeum Tokens (XDT) are intended to be marketed and sold to participants only in those jurisdictions and to those persons where and to whom they lawfully may be offered for sale. By signing this Agreement and/or by buying Dataeum Tokens (XDT) hereunder, the Buyer represents and warrants that the Buyer does not violate the laws of his/her country and the territory where he/she is located. The Seller may refuse from transactions with any person identified as citizen or permanent resident of prohibited jurisdictions, unrecognized and/or partly recognized territories and/or states. The Buyer understands and agrees that it is the Buyer's obligation to ensure compliance with any legislation relevant to your country of domicile concerning use of the website (https://www.dataeum.io/), and that the Buyer should not accept any liability for any illegal or unauthorized use of the website (https://www.dataeum.io/).

Sanction Policy. The Seller may refuse from transactions with any person (a) identified or acting on behalf of any person indicated as a "Specially Designated National"; (b) established in, resident in, or otherwise operating from countries or territories subject to Sanctions lists issued by United Nations, European Union, UK Treasury and US Office of Foreign Assets Control (OFAC), as well as sanctions lists of the jurisdictions in which we (The Seller) operate.

Certain jurisdictions restrict or have specific regulation concerning the offer, sale and/or purchase of Cryptocurrencies and/or tokens through Token Sale, and these include the People's Republic of China (excluding the special administrative regions of Hong Kong and Macau, and Taiwan), South Korea, Singapore, Japan, Canada, and the United States of America. Dataeum Tokens (XDT) shall not be marketed, offered, or sold to residents in the People's Republic of China (excluding the special administrative regions of Hong Kong and Macau, and Taiwan), South Korea, Singapore, Japan, Canada, the United States of America, Puerto Rico, the U.S. Virgin Islands, and any other possessions of the United States. The information contained in this

Agreement and/or any accompanying documents will not constitute an offer to sell or an invitation, advertisement, or solicitation of an offer to buy Dataeum Tokens (XDT) within the People's Republic of China (excluding the special administrative regions of Hong Kong and Macau, and Taiwan), South Korea, Singapore, Japan, Canada, the United States of America, Puerto Rico, the U.S. Virgin Islands, and any other possessions of the United States.

10.   REPRESENTATIONS AND WARRANTIES

By signing this Agreement and/or by buying Dataeum Tokens (XDT) hereunder, the Buyer represents and warrants that:

(a)   he/she is of an age of majority to enter into this Agreement, meets all other eligibility and residency requirements, and is fully able and legally competent to agree on the terms, conditions, obligations, affirmations, representations and warranties set forth herein;

(b)   he/she has an in-depth knowledge and deep understanding of the cryptoassets market, Blockchain-based systems and cryptocurrencies;

(c)   he/she is aware of and knows how to manage all the merits, risks and any restrictions associated with crypto market, Blockchain-based systems and cryptocurrencies;

(d)   he/she understands that crypto market is highly speculative and volatile in nature and that this Agreement is in no way an investment advice or an offer to invest;

(e)   he/she agrees and acknowledges that Dataeum Tokens (XDT) are not to be construed, interpreted, classified or treated as: any kind of currency other than cryptocurrency; debentures, stocks or shares issued by any person or entity; rights, options or derivatives in respect of such debentures, stocks or shares; rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss; units in a collective investment scheme; units in a business trust; derivatives of units in a business trust; or any other security or class of securities.

By agreeing to this Agreement, the Buyer warrants that neither he/she, nor any individual or entity that he/she represents, (i) appear 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 Seller is prohibited to deal under the laws of the United States, or (ii) is a person identified as a terrorist organization, appearing on any other relevant lists maintained by governmental authorities. Because of the mentioned regulations, residents and/or citizens of the following geographic areas shall not be entitled to participate in the Pre-Sale and Public Sale: Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine (banned countries). Any residents or citizens of any other geographic area that is subject to UN-, US-, EU-, CH- or any other sovereign country sanctions or embargoes or have any affiliation to such sanctions shall not be entitled to participate in the Pre-Sale or Public Sale.

The Buyer further represents and warrants that (if You are a natural person): (i) he/she is not a person who is or has been entrusted with prominent public functions, such as a Head of State of government, a senior politician, a senior government, judicial or military official, a senior executive of a state-owned corporation, an important political party official, or a close family member or close associate of any such person, and (ii) the monies used to fund the purchase of Dataeum Tokens (XDT) are not deriving from, invested for the benefit of, or related in any way to, the governments or persons within any country (1) under a U.S. embargo enforced by OFAC, (2) that has been designated as a "non-cooperative country or territory" by the Financial Action Task Force on Money Laundering, or (3) that has been designated by the U.S. Secretary of the Treasury as a "primary money laundering concern."

11.   KYC & AML REGULATIONS

The Seller maintains a KYC (Know Your Customer) policy to comply with the Recordkeeping Requirements. We aim to reasonably identify each prospective purchaser of Dataeum Tokens (XDT) by cross-checking user data against government watch lists, as well as third-party identity verification and authentication services. If the Buyer's proposed purchase is flagged through the Seller's internal controls, the latter may require from the Buyer an additional proof of identification. The Seller reserves the right to deny permit to any purchases of the Buyer until additional and verifiable proof of identity is received and the Buyer has been approved as a prospective purchaser.

12.   ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

By signing this Agreement and/or by buying Dataeum Tokens (XDT) hereunder, the Buyer represents/warrants and accepts that:

(a)   there are certain risks associated with purchasing Dataeum Tokens (XDT), holding Dataeum Tokens (XDT), and using Dataeum Tokens (XDT). By purchasing Dataeum Tokens (XDT), the Buyer expressly acknowledges and assumes such risks, including, but not limited to, risk of losing access to tokens due to loss of password(s), risk of cyber-attacks, risk of hacking and security weaknesses, risks associated with markets for tokens, etc.

(b)   that the Dataeum concept is still in a development stage and is yet to be proven. Thus, there is no warranty that the process of issuing Dataeum Tokens (XDT) will be uninterrupted or error-free and there is an inherent risk that the Dataeum website might contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of funds and/or Dataeum Tokens (XDT).

(c)   that the Blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing Blockchain technology-based applications, which may be contrary to the current setup of the Dataeum and which may, inter alia, result in substantial modifications

of the Dataeum and/or the Dataeum Token (XDT) protocol, including its termination and the loss of Dataeum Tokens (XDT) for the Buyer.

(d)   there is always a possibility of change of token sale regulations across the world, including, but not limited to, possibility of token sales' ban in particular jurisdictions, and thus the Seller cannot be responsible for these regulatory changes, as well as cannot guarantee any refunds and cancellations in such event.

13.   DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

The Dataeum Tokens (XDT) are to be provided on an "as is" basis and without any warranties of any kind, either expressed or implied. The Buyer assumes all responsibility and risks with respect to the purchase of any amount of the Dataeum Tokens (XDT) and their use. The Buyer hereunder expressly agrees that, to the extent allowable by applicable law, the Seller shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of the Dataeum Tokens (XDT). The Buyer understands and expressly agrees that the Seller shall not guarantee in any way that the Dataeum Tokens (XDT) will be ready for sale or transfer to third parties during or after the Pre-Sale and/or Public Sale periods. The Buyer understands and agrees that it is his/her obligation to ensure compliance with any legislation relevant to his/her country of domicile concerning purchasing of the Dataeum Tokens (XDT), and that the Seller should not accept any liability for any illegal or unauthorized purchase of the Dataeum Tokens (XDT). The Buyer agrees to be solely responsible for any applicable direct or indirect taxes, duties, levies imposed on the acquisition, ownership and subsequent transfer of Dataeum Tokens (XDT) purchased hereunder.

14.   INDEMNIFICATION

To the extent allowable pursuant to applicable law, the Buyer shall indemnify, defend, and hold the Seller and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against the Buyer arising out of a breach of any warranty, representation, or obligation hereunder.

15.   JURISDICTION AND DISPUTE RESOLUTION

All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of the Republic of Estonia. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall exclusively be settled by the International Arbitration and Cryptography

Centre Limited (hereinafter – "IACC"). The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language of the arbitration shall be English. The hearings will be held online in accordance with IACC Rules.

16.   MISCELLANEOUS

No provision of this Agreement shall be considered waived unless such waiver is in writing and signed by the party that benefits from the enforcement of such provision. No waiver of any provision in this Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of this Agreement will not in any way affect, limit, or waive a party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The Seller may assign the Seller's rights and obligations under this Agreement. Any notice or other communication given or made under this Agreement shall be and may be delivered in electronic form. The Seller shall in no way be liable for any delay or failure to perform any obligations under this Agreement as a result of a cause beyond the Seller's reasonable control. This Agreement and purchasing of Dataeum Tokens (XDT) by the Buyer shall in no way create any exclusive relationship between the Buyer and the Seller nor any partnership, joint venture, employment or agency.