

## The Blockchain Brokerage Token Sale and Purchase Agreement

### PREAMBLE

This token sale and purchase agreement (known from here on out as "Agreement") is an agreement between The Blockchain Brokerage (known from here on out as "TBB"), the issuer of the Tokens defined below, and the individual or any entity (known from here on out as "Participant") who purchases the Tokens or provides TBB a Bitshares account public key (known from here on out as "Bitshares account name") to receive the Tokens, whereas the Participant is identified by their given account name and able to prove their ownership of the Tokens by sending TBB the Tokens over the Bitshares blockchain. The Agreement documents the legally binding terms and conditions attached to the sale and purchase of the Tokens. By purchasing the Tokens and/or providing TBB a Bitshares account name to receive the Tokens, the Participant acknowledges their assent to this agreement, in that, they acknowledge that they have read, agreed to enter into, and will abide by all of the terms in this agreement completely. If the Participant makes the purchase on behalf of a legal entity, they agree to this agreement on behalf of that entity (to which refers to "Participant" and "you" also apply), and may only do so if they have the required authority from that entity to act on the behalf of the entity in question.

Whereas, this Agreement is included in the explanation of the Tokens, signed by TBB's electronic signature at the time of the issuance of the Tokens.

Whereas, a term sheet detailing the use of the funds collected through the sale of the Tokens under this Agreement has been delivered to the Participant for examination.

### DEFINITIONS

The following definitions will hold throughout the agreement unless the context explicitly demands an interpretation otherwise.

*Participant:* anyone, who purchases TBB Tokens or provides TBB a Bitshares account public key (Bitshares account name) to receive the Tokens. Participant must be the only person who has access to the account associated with the provided account name, and must have total control over the private key of the said account. If the Participant passes their TBB Tokens account's private key(s), they do that at their own risk. In the event of the loss of or forgotten private keys, TBB has no control over the TBB Tokens, and if the Participant's access to the Tokens is

compromised by any reason including but not limited to a failure in Bitshares network, TBB will not be liable for the damage incurred as a result.

*Stock Appreciation Rights* (known from here on out as “SAR”): to TBB’s stock, granted to the Token owners. The SAR is exercised to profit from Stock Value increases due to Triggering Events.

*Stock Value*: the value of TBB’s stock.

*TBB’s stock*: the stock of the holding company that is intended to be formed in the United Kingdom, about which the Participant has been informed.

*Tokens*: TBB Tokens are a software product created, stored, and distributed to the Participant by means of the Bitshares blockchain as User Issued Assets, granting the SAR related to TBB. The token is not a security, is not listed, authorized, issued or traded on any regulated market. All rights derived from the Tokens are subject to the terms of this Agreement. The nominal value of one Token equals 0.05 BTC during the Token Sale. The Token is not divisible.

*Token Sale*: a public sale of the Tokens conducted by TBB, starting on December 9th, 2016, 10 PM (UTC), and ending on January 7th, 2016, 10 PM (UTC). The Token Sale is governed by the terms and conditions described in this Agreement.

*Triggering Event*: an event described in the article 4 of this Agreement. Such event increases the Stock Value and triggers the SAR payment.

## TERMS OF AGREEMENT

In consideration of the mutual promises contained herein, TBB and the Participant agree as follows:

1. TBB offers the SAR to TBB stock through Token Sale by way of the sale of Tokens. The total number of Tokens sold will be equal to the SAR for 5% of the total stock of TBB. After the closing of the Token Sale for the SAR conducted by TBB, Participant will be assigned SAR based on the number of the Tokens purchased.

2. After the Token Sale’s closing, Participant will have perpetual SAR with no expiration date. The SAR will not be diluted by any subsequent grants of SAR or options and Tokens will represent the same number of SAR as determined after Token Sale’s closing. Notwithstandingly,

the SAR could be diluted by the occurrence of a single event; the issuance of new stock shares of TBB.

3. In the event of TBB's IPO, TBB shall have a right to repurchase Participant's Tokens and the corresponding SAR at Tokens' Nominal Value equal to the Tokens' purchase price during Token Sale in USD based on BTC to USD BitcoinAverage exchange rate at the time of the Token Sale closing. When TBB deem the time is appropriate to start paying dividends, Participant will have a right to sell Tokens to TBB for the Nominal Value or convert the Tokens into non-voting preference shares of TBB.

4. Participant's SAR shall be triggered in the event of:

- a) IPO and issuance of new stock shares of TBB;
- b) TBB's capital increase;
- c) sale, merger, or acquisition of the TBB company.

5. After any Triggering Event, as defined in the fourth article of this Agreement, occurs, the SAR shall be exercised and the Participant will receive an amount determined by and assigned based on Participant's Tokens, directly to a Participant's Bitshares account. Any payment due to a Participant shall be in bitcoin or in a digital asset which is convertible to bitcoin. No fiat currency payments shall be made under this Agreement. It is the responsibility of the Participant to keep the information related to Tokens ownership as well as preferred Bitshares account, and other personal details, that TBB may have on file, valid and up-to-date. A Participant must report any changes in Tokens ownership or in Bitshares account to TBB immediately.

6. The term "value" is defined as the value of TBB's stock. The initial value of TBB's stock is calculated by the following equation:

$$\text{Stock Value} = 5000 \times \text{the price of one BTC based on BTC to USD BitcoinAverage exchange rate at the time of the Token Sale closing.}$$

At a Triggering Event the value of TBB stock will be determined through adding the amount that is obtained in such particular Event to the previously determined value.

7. When the SAR is exercised, the amount of payment to the Participant is determined based on TBB's stock appreciation and a Participant's SAR, assigned to Participant's Tokens. TBB's stock appreciation is a difference between the previously determined value and the value obtained due to the latest Triggering Event.

8. Participants are informed through the announcements on TBB's website(s) and by emails provided (if applicable) about the developments related to TBB, upcoming Triggering Events, and other events deemed necessary to keep the Participant up-to-date with the state of TBB.

9. Tokens purchased pursuant to this Agreement may be sold and transferred by Participants freely, subject to the provisions of this Agreement and applicable laws. Any party purchasing Tokens becomes a party of this Agreement and shall comply with its terms. Any assignment of SAR without the transfer of Tokens is void; any sale of Tokens means the sale of the associated SAR.

10. The nature of relationship between TBB and the Participant is that of independent contractors. No joint venture, franchise, partnership, employment agreement, or agency is created hereunder or as a result of any course of dealing between the said parties. Neither party has the authority to bind the other, to incur any liability or otherwise act on behalf of the other. Each Participant shall be solely responsible for payment of the taxes applying to the purchase, holding of Tokens and payments received under this Agreement. Each Participant shall verify through appropriate means and counsel in Participant's jurisdiction if the purchase, holding and receiving the benefits of the Token is legally mandated, as well as to check the regulations regarding the use of Bitshares in Participant's jurisdiction.

11. The rights acquired under this agreement are highly illiquid with no refund possibility other than explicitly mentioned herein. TBB, its affiliates or licensors do not guarantee in any way that the value of Tokens and/or TBB's stock will increase, nor that Tokens can be sold to any third party at any time. The price of the Tokens may be subject to significant fluctuations, for which TBB shall not be held responsible.

12. TBB and its affiliates or licensors will not be liable to Participant for any direct, indirect, incidental, special, consequential or exemplary damages (including damages for loss of profits, goodwill, use, or data), even if a party has been advised of the possibility of such damages. In any event, TBB and TBB's affiliates' and licensors' aggregate liability under this Agreement will be limited to the amount Participant actually paid to TBB under this Agreement.

13. This Token Sale and Purchase Agreement shall be governed by and construed in accordance with the laws of the United Kingdom.

14. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through negotiations amongst TBB and the Participant upon good will. If the matter is not resolved by negotiation, the parties will resolve the dispute using arbitration. Arbitration of any disputes arising from this Agreement is mandatory and in lieu of any and all civil causes of action and lawsuits either party may have against the other. The arbitrator's award will be final, and judgment shall be made by the courts of the United Kingdom. The prevailing party in any

arbitration shall be entitled to reimbursement of reasonable attorney's fees and expenses (including, without limitation, arbitration expenses) relating to such arbitration.

15. In the event any provision of this Agreement is found to be invalid, illegal, or unenforceable the remaining provisions of this Agreement shall nevertheless be binding upon TBB and the Participant with the same effect as though the void or unenforceable part had been severed and deleted.

16. This Agreement constitutes the entire agreement between TBB and the Participant with respect to the Token Sale, and all prior agreements relating to the Token Sale hereunder, express or implied, written or oral, are nullified and superseded hereby.

17. The article headings of this Agreement are included for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement.

18. This Agreement may not be modified, amended, assigned, supplemented, or rescinded, or any provision hereof waived, except by an instrument in writing executed by the parties which shall be notarized and/or apostilled by a legally appointed representative.

19. This Agreement, and any amendment or supplement hereto, may be executed in several counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

## SIGNATURES

The Agreement is electronically signed by the private keys of the owners of TBB's Bitshares account, by the private key(s) of the Participant's Bitshares account, and by the private key(s) of the witness of the transaction in which the particular instance of the Token Sale is executed.