



TOKEN PURCHASE AGREEMENT

PLEASE READ THIS TOKEN PURCHASE AGREEMENT DATED 17 JULY 2018 (THE “**AGREEMENT**”) VERY CAREFULLY. THIS AGREEMENT ALSO SETS FORTH THE TERMS AND CONDITIONS. This Agreement contains the terms and conditions (the “**Terms and Conditions**”) that govern your purchase and use of tokens based on a modified blockchain distributable ledger utilizing split-cryptocurrency hashing technology (“**Tokens**” or “**Zucoins**”) and is an agreement between you and or an entity that you represent (“**Purchaser**”, “**you**” or “**your**”) and Zukaz (Aust) of Level 1, 601 Dean Street, Albury, NSW, 2640, Australia (the “**Company**”). The Purchaser and the Company are herein referred to individually as a “**Party**” and collectively, as the “**Parties**”.

IMPORTANT INFORMATION: PLEASE READ THIS AGREEMENT, TERMS AND CONDITIONS, EXECUTIVE BRIEFING AND THE STRATEGIC PAPER CAREFULLY IN THEIR ENTIRETY BEFORE MAKING A PURCHASE.

By purchasing Zucoins from the Company, you will be bound by these Terms and Conditions, the Agreement and all terms incorporated herein by reference. Also that Clause 15 contains a binding arbitration clause and class action waiver, which affect your legal rights. If you do not agree to these terms, do not purchase any Zucoins. If you have any questions regarding these Terms and Conditions and Agreement please contact us at support@zukaz.com.

Applicable Provisions

These Terms and Conditions, together with the Purchase Request Form, constitute an offer by the Purchaser to purchase Zucoins from the Company pursuant to the Terms and Conditions described herein. This offer shall become a binding agreement upon acceptance by the Company. The Company shall be deemed to have accepted this offer by delivery of the Zucoins to the Purchaser, by written acceptance or confirmation of this Agreement, or by any other act or communication constituting legal acceptance, whether or not any such acceptance or confirmation purports to state terms additional to or different from those stated herein.

Company agrees to sell, transfer and deliver the Zucoins to Purchaser for the purchase price set forth in the Purchase Request Form, subject to all of the covenants, terms and conditions hereof. Purchaser agrees to purchase Zucoins, subject to all of the covenants, terms and conditions hereof, and to pay Company the purchase price set forth in the Purchase Request Form.

The Company is supplying a maximum of 100 Million (100,000,000) Zucoins. After the pre-ICO the Company shall supply Zucoins on request.

NOW, THEREFORE

In consideration of the mutual representations, the Terms and Conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Purchaser hereby agree as follows:

1. Purchase of Zucoins.

The Company agrees to sell to you and you agree to purchase from the Company a specific number of Zucoins at the price listed on the Purchase Request Form at the time of purchase. The number of purchased Zucoins shall be determined based on the total amount you select to pay for your purchase.

2. Purchase Procedure.

Following your successful purchase, the information about purchased Zucoins will be reflected in the Purchaser's Zucoin account in the Zukaz App ("**Account**") downloadable by the Purchaser on either Android or IOS mobile Apps.

3. Relationship of the Parties.

The Company is an independent contractor for all purposes. Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, purchaser and Company to be treated as

partners, joint ventures, or otherwise as joint associates for profit, or either purchaser or Company to be treated as the agent of the other.

4. Purpose and Use of Zucoins in the Ecosystem.

The Zucoins are utility Tokens with the purpose to create the first global decentralized augmented reality medium of exchange that will disrupt the advertising and marketing industry sectors which is more particularly described on the Company's websites located at www.zukaz.com and www.zucoins.com ("Sites").

5. Eligibility.

In order to be eligible to participate in the Company's Zucoins offering, Purchasers must provide any requested identity verification documents requested by the Company to satisfy their "Know Your Customer" requirements at the time your Zucoins are claimed.

6. Zucoins Allocation.

Important information about the Company's creation and intended use of the Zucoins are provided on the Company's Sites.

7. Receipt of Zucoins.

Upon distribution, the Zucoins will be transferred by the Company to the Account for each Purchaser. Purchaser shall be responsible for implementing reasonable measures for securing the Account, wallet, vault or other storage mechanism and, any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If Purchaser's private key(s) or other access credentials are lost, Purchaser may lose access to the purchased Zucoins. The Company shall not be responsible for any of such losses.

8. Cancellation; Refusal of Purchase Requests.

The purchase of Zucoins from the Company is final, and there will be no refunds or cancellations afterword except as specifically provided in these Terms and Conditions. However, the Company reserves the right to cancel any Zucoins purchased or refuse any purchase requests at the Company's sole discretion for any reason whatsoever.

9. Acknowledgment and Assumption of Risks.

You acknowledge and agree that there are risks associated with purchasing Zucoins, holding Zucoins, and using Zucoins as disclosed in the Executive Briefing and Strategic Papers ("Papers"). In case of questions regarding these risks, you shall contact support@zukaz.com. BY PURCHASING ZUCOINS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

11. Personal Information.

Company may determine, in its sole discretion, that it is necessary to obtain certain information about Purchaser to comply with applicable laws or regulations in connection with selling Zucoins to Purchaser. Purchaser agrees to provide Company such information promptly upon request. Purchaser acknowledges that Company may refuse to sell Zucoins to Purchaser until Purchaser provides such requested information and has determined that it is permissible to sell Purchaser Zucoins under applicable laws or regulations.

12. Privacy Policy

The Company primary purpose in collecting personal information is to provide you with a secure, smooth, efficient, and customized experience. This Privacy Policy does not apply to personal information that has been anonymized so that it does not and cannot be used to identify a specific user. The Company takes reasonable precautions, as described herein, to protect your personal information from loss, misuse, unauthorized access, disclosure, alteration, and destruction. We store and process your personal and transactional information, including certain payment information, where the Company facilities or our service providers are located, and we protect it by maintaining physical, electronic, and procedural safeguards in compliance with applicable laws. We use computer safeguards such as firewalls and data encryption and split-cryption, we enforce physical access controls to our buildings and files, and we authorize access to personal information only for those employees who require it to fulfill their job responsibilities. This information is not accessible to the Company staff.

13. Taxes.

Any amounts that Purchaser pays for Zucoins are exclusive of all applicable taxes. Purchaser is responsible for determining what, if any, taxes apply to Purchaser's purchase of Zucoins, including, for example, sales, use, value added, and similar taxes. It is also Purchaser's responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. The Company is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from the Purchaser's purchase of Zucoins.

14. Representations and Warranties.

In connection with the purchase of the Zucoins, you represent to the Company the following:

- (a) You are aware of the Terms and Conditions, the Agreement and have acquired sufficient information about the Zucoins via the Sites to reach an informed and knowledgeable decision to acquire the Zucoins. You have sufficient understanding of cryptographic, Zucoin storage mechanisms (such as wallets), blockchain and split-cryption technology to understand these Terms and Conditions and to appreciate the risks and implications of purchasing the Zucoins.
- (b) You understand that the Zucoins confer only the rights described in the Papers, and confer no other rights of any form, which includes, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights.
- (c) You shall not purchase Zucoins for any uses or purposes other than to use Zucoins as provided in the Papers, including, without limit to, any investment, speculative or other financial purposes.
- (d) You understand that the Zucoins are not digital currency, security, commodity or any other kind of financial instrument and have not been registered under securities laws of any country, including the securities laws of any jurisdiction in which Purchaser is resident.

(e) You have satisfied yourself as to the full observance of the laws of your jurisdiction in connection with any invitation to purchase the Zucoins or any use of these Terms and Conditions, including (i) the legal requirements within its jurisdiction for the purchase of the Zucoins, (ii) any foreign exchange restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained.

(f) Your purchase, payment for, and continued beneficial ownership of the Zucoins will not violate any applicable laws of your jurisdiction.

(g) You shall comply with any applicable tax obligations in all relevant jurisdictions arising from the purchase of Zucoins.

(h) If you are purchasing Zucoins on behalf of any legal entity, you are authorized to accept these Terms and Conditions on such legal entity's behalf and that such legal entity will be responsible for breach of these Terms and Conditions by you or any other employee or agent of such legal entity (references to "you" in these Terms and Conditions encompass to you and such entity, collectively).

15. Indemnification.

To the fullest extent permitted by applicable law, you shall indemnify, defend and hold harmless the Company and the Company's respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "**Company Parties**") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) purchase or use of Zucoins, (ii) your responsibilities or obligations under these Terms and Conditions, (iii) your breach of these Terms and Conditions, or (iv) your violation of any rights of any other person or entity, and (v) your violation of any laws.

16. Arbitration

(a) Binding Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "**Disputes**") in which either Party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company (i) waive your and the Company's respective rights to have any and all Disputes arising from or related to these Terms and Conditions resolved in a court, and (ii) waive your and the Company's respective rights to a jury trial. Instead, you and the Company will 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. Any Dispute arising out of or related to these Terms and Conditions is personal to you and the Company and 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. 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, 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) Notice; Informal Dispute Resolution. Each Party will notify the other Party in writing of any arbitral or

small claims Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to the Company shall be sent by email to the Company at support@zukaz.com. Notice to you shall be by email to the email address you provide to us. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you 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 you or the Company may, as appropriate and in accordance with this Section, commence an arbitration proceeding or, to the extent specifically provided for in clause (a) above, file a claim in court.

(d) Process. Any Dispute arising out of or in connection with these Terms and Conditions, including any question regarding their existence or validity, where the Parties fail to resolve it informally in accordance with clause (c) above, shall be referred to and finally resolved by arbitration administered in accordance with the Arbitration Rules of the International Arbitration Rules for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be in the Cook Islands. The tribunal shall consist of three arbitrators. The language of the arbitration shall be English.

(e) Authority of Arbitrators. As limited by these Terms and Conditions, and International Arbitration Rules, the arbitrators will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitral, and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrators does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrators may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

17. **Governing Law**

These Terms and Conditions, Agreement and any Dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with Australia. Any Dispute between the Parties arising out or relating to these Terms and Conditions that is not subject to arbitration under this Section hereof will be resolved in Australian Courts, and the Parties irrevocably agree that Australian Courts shall have exclusive jurisdiction to settle any such Dispute or claim.

18. **Miscellaneous.**

(a) Entire Agreement. These Terms and Conditions set forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

(b) Amendments. These Terms and Conditions may be modified by Company at any time for any reason by placing modified Terms and Conditions on the Sites. We will provide notice of any amendment to these Terms and Conditions by posting any revised terms or by any other method we deem appropriate. We are not obligated to provide notice in any other method beyond these. Any change to these Terms and Conditions will be effective immediately upon such notice and apply to any ongoing or subsequent purchases of Zucoins

(c) Binding Agreement. This Agreement provides the legally binding Terms and Conditions for the sale

and purchase of the Zucoins. By purchasing the Zucoins, you acknowledge your understanding and acceptance of these Terms and Conditions. You are bound by the Terms and Conditions in existence at the time of your purchase of Zucoins. If you are making a purchase on behalf of a legal entity, you understand and accept these Terms and Conditions on behalf of that legal entity (to which refers to "you" shall also apply) and warrant that you are duly authorized to act on behalf of that legal entity.

(d) Successors and Assigns. Except as otherwise provided in these Terms and Conditions, these Terms and Conditions and the rights and obligations of the parties hereunder will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights and obligations under these Terms and Conditions. No other party to these Terms and Conditions may assign, whether voluntarily or by operation of law, any of its rights and obligations under these Terms and Conditions, except with the prior written consent of the Company.

(e) Severability. In the event any provision of these Terms and Conditions are found to be invalid, illegal, or unenforceable the remaining provisions of these Terms and Conditions shall nevertheless be binding upon Company and you with the same effect as though the void and unenforceable part had been severed and expunged.

(f) Headings. The headings of these Terms and Conditions are included for the convenience only and shall not affect the construction or interpretation of these Terms and Conditions.

(g) Acceptance. You are deemed to agree with and accept these Terms and Conditions by proceeding with the purchase of your Zucoins.