

XDB TOKEN PURCHASE AGREEMENT (“XDB 500”)

Last Updated: August 9th, 2019

This XDB Token Purchase Agreement (this “Agreement”) contains the terms and conditions that govern your purchase of the native token of the DigitalBits blockchain (“XDB Tokens”); and receipt of the related ERC-20 compatible tokens distributed on the Ethereum blockchain (the “XDB Receipt Tokens”) and is an agreement between you or the entity that you represent (“Buyer” or “you”) and Fusechain XDB I Ltd. (together with its subsidiaries and affiliates, “Company”). Buyer and Company are herein referred to individually as a “Party” and collectively, as the “Parties”.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Buyer hereby agree as follows:

IMPORTANT INFORMATION: PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY.

Buyer acknowledges, understands and agrees to the following:

- **BINDING AGREEMENT:** Buyer understands and agrees that Buyer is subject to and bound by this Agreement.
- **RECEIPT TOKENS:** The receipt of XDB Receipt Tokens confirms Buyer’s participation in the purchase of XDB Tokens. The terms and conditions of the DigitalBits Token Sale can be found online at the following URL <https://www.digitalbits.io/token-sale-terms/> and are hereby incorporated herein by reference (the “Token Sale Terms and Conditions”). By signing this Agreement and receiving the XDB Receipt Tokens, Buyer also acknowledges and agrees to the Token Sale Terms and Conditions and the terms herein specifically applicable to Buyers of XDB TOKEN SALE (“XDB 500”).
- **XDB RECEIPT TOKENS HAVE NO RIGHTS, USES OR ATTRIBUTES.** The XDB Receipt Tokens do not have any rights, uses, purpose, attributes, functionalities or features, express or implied, including, without limitation, any uses, purpose, attributes, functionalities or features on the DigitalBits blockchain network. Company does not guarantee and is not representing in any way to Buyer that the XDB Receipt Tokens have any rights, uses, purpose, attributes, functionalities or feature
- **XDB RECEIPT TOKENS ARE NOT XDB TOKENS.** XDB Receipt Tokens received under this Agreement are **not** tokens on the DigitalBits blockchain network. Buyer acknowledges, understands and agrees that Buyer is only receiving XDB Receipt Tokens. Buyer further acknowledges, understands and agrees that Buyer should not expect and there is no guarantee or representation made by Company that Buyer will receive any other product, service, rights, attributes, functionalities, features or assets of any kind whatsoever, including, without limitation, any cryptographic tokens or digital assets now or in the future whether through receipt, exchange, conversion, redemption or otherwise.

- PURCHASE OF XDB TOKENS (AS CONFIRMED BY THE RECEIPT OF XDB RECEIPT TOKENS) ARE NON-REFUNDABLE AND PURCHASES CANNOT BE CANCELLED. BUYER MAY LOSE ALL AMOUNTS PAID.
- XDB TOKENS MAY HAVE NO VALUE.
- COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL XDB TOKEN PURCHASE REQUESTS AT ANY TIME IN ITS SOLE DISCRETION.
- PLEASE READ THE RISKS SET FORTH IN SECTION 2 CAREFULLY AND IN THEIR ENTIRETY.

ARTICLE ONE: DISCLAIMERS

- 1.1. Buyer expressly acknowledges, understands and agrees that Buyer is purchasing XDB Tokens at the Buyer's sole risk and that the XDB Receipt Tokens and XDB Tokens are each provided, used and acquired on an "AS IS" and on an "AS AVAILABLE" basis without representations, warranties, promises or guarantees whatsoever of any kind by Company and Buyer shall rely on its own examination and investigation thereof.
- 1.2. Buyer makes the following representations and warranties: (i) (if Buyer is a natural person) Buyer is at least 18 years of age or such higher age of majority prescribed by the applicable laws; (ii) Buyer is not a citizen, resident (tax or otherwise) or a person located or domiciled in the Democratic People's Republic of Korea, People's Republic of China, the United States of America, Cayman Islands, Singapore, The Democratic Republic of the Congo, Eritrea, Iran, Libya, Somalia, South Sudan, Sudan, Yemen, Syria ("Restricted Countries"); and (iii) Buyer is not a citizen, resident (tax or otherwise) or a person located or domiciled in any geographic area or country in which its participation in this Agreement may be prohibited or restricted by the applicable laws (including, without limitation, any laws relating to anti-money laundering and combating the financing of terrorism).
- 1.3. No Representation or Warranty. (A) COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; AND (B) WITH RESPECT TO THE XDB RECEIPT TOKENS AND THE XDB TOKENS, COMPANY SPECIFICALLY DOES NOT REPRESENT AND WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

ARTICLE TWO: RISKS

XDB TOKENS MAY HAVE NO VALUE. BUYER MAY LOSE ALL AMOUNTS PAID. Buyer has carefully reviewed, acknowledges, understands and assumes the following risks, as well as all other risks associated with the XDB Receipt Tokens and XDB Tokens (including those not discussed herein), all of which could directly or indirectly render the XDB Tokens worthless or of little value:

- 2.1. No Rights, Functionality or Features. XDB Receipt Tokens have no rights, uses, purpose, attributes, functionalities or features, express or implied. XDB Receipt Tokens do not entitle holders to participate on the DigitalBits blockchain network.
- 2.2. DigitalBits Blockchain. Buyer acknowledges the XDB Receipt Tokens are not usable on the DigitalBits blockchain network and do not entitle Buyer to anything with respect to the DigitalBits blockchain network.
- 2.3. Purchase Price and Risk. The distribution of applicable XDB Tokens to qualified holders of the XDB Receipt Tokens will occur at or before a future date to be announced by the Company (the “Distribution Date”). **Buyer shall pay to Company an amount equivalent to _____ (the “Purchase Price”) payable with USDC or USDT (ERC20) tokens upon the execution on this Agreement in exchange for XDB Receipt Tokens at a rate of US Dollars \$0.006 with an XDB Receipt Token bonus of 40%**, delivered pursuant to the terms and conditions of this Agreement. The Buyer shall pay the USDC or USDT (ERC20) tokens to an Ethereum address to be provided in writing by the Company. There is the possibility that the price per XDB Token in subsequent periods falls below the price paid by the Buyer.
- 2.4. Token Release Restriction. No other XDB tokens from any previous token sale shall be released or distributed before the 31st of December 2019. Buyer of XDB 500 shall be entitled to a full refund of the original purchase price if any XDB token from any other previous token sales are released before the 31st of December 2019.
- 2.5. Blockchain Delay Risk. On the Ethereum blockchain, timing of block production is determined by proof of work so block production can occur at random times. Buyer acknowledges and understands that the Ethereum blockchain may not include the Buyer’s transaction at the time Buyer expects and Buyer may not receive the applicable number of XDB Receipt Tokens the same day Buyer sends payment. To help avoid risk of complete loss of the XDB Receipt Tokens, the parties agree that the XDB Receipt Tokens shall be delivered to Buyer in eight (8) equal amounts over an eight (8) week period commencing following the receipt of full payment of the Purchase Price.
- 2.6. Ethereum Blockchain. The Ethereum blockchain is prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the Ethereum network in an attempt to gain an advantage in purchasing cryptographic tokens. Buyer acknowledges and understands that Ethereum block producers may not include Buyer’s transaction when Buyer wants or Buyer’s transaction may not be included at all.

- 2.7. **Ability to Transact or Resell.** In accordance with applicable laws, a Buyer in the XDB 500 token sale may sell or otherwise transact XDB Receipt Tokens except to a citizen, resident (tax or otherwise) or a person located or domiciled person resident in the Restricted Countries or they may choose to hold their XDB Receipt Tokens in order to receive the applicable XDB Tokens in accordance with the instructions to be announced by the Company before the Distribution Date (the “Instructions”).
- 2.8. **Token Security.** XDB Receipt Tokens may be subject to expropriation and or/theft. Hackers or other malicious groups or organizations may attempt to interfere with the XDB Receipt Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Ethereum platform rests on open source software and XDB Receipt Tokens are based on open source software, there is the risk that Ethereum smart contracts may contain intentional or unintentional bugs or weaknesses which may negatively affect the XDB Receipt Tokens or result in the loss of Buyer’s XDB Receipt Tokens, or the loss of Buyer’s ability to access or control Buyer’s XDB Receipt Tokens. In the event of such a software bug or weakness, there may be no remedy and holders of XDB Receipt Tokens are not guaranteed any remedy, refund or compensation.
- 2.9. **Access to Private Keys.** XDB Receipt Tokens to be received by Buyer may be held by Buyer in Buyer’s digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with Buyer’s digital wallet or vault storing XDB Receipt Tokens will result in loss of such XDB Receipt Tokens, access to Buyer’s XDB Receipt Token balance and/or any initial balances in blockchains created by third parties. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service Buyer uses, may be able to misappropriate Buyer’s XDB Receipt Tokens. Company is not responsible for any such losses.
- 2.10. **XDB Receipt Tokens Will Become Non-Transferable.** Buyer acknowledges and understands that XDB Receipt Tokens will become non-transferable for XDB Tokens immediately after the Distribution Date. At that time, Buyer will no longer be able to obtain the applicable XDB Tokens if Buyer continues to hold the XDB Receipt Tokens and not follow the Instructions prior to said time. The XDB Receipt Token will be absolutely useless after the Distribution Date. The Buyer must follow the Instructions provided by the Company at the time of said announcement in order to receive their applicable XDB Tokens. Some cryptocurrency exchanges may on their own accord enable XDB Receipt Tokens to trade, but those exchanges are doing so without the authorization of the Company.
- 2.11. **Failure to Map a Public Key to Buyer’s Account.** Failure of Buyer to map a public key to Buyer’s account may result in third parties being unable to recognize Buyer’s XDB Receipt Token balance on the Ethereum blockchain when attempting to collect the applicable XDB Tokens and the Company makes no representation or guarantee.

- 2.12. Exchange & Counterparty Risks. If Buyer sends USDC or USDT to the Ethereum address provided by the Company from an exchange or an account that Buyer does not control, XDB Receipt Tokens will be allocated to the account that has sent USDC or USDT; therefore, Buyer may never receive or be able to recover Buyer's XDB Receipt Tokens. Furthermore, if Buyer chooses to maintain or hold XDB Receipt Tokens through a cryptocurrency exchange or other third party, Buyer's XDB Receipt Tokens may be stolen or lost. In addition, third parties may not recognize Buyer's claim to any derivative tokens when attempting to collect the applicable XDB Tokens. By purchasing XDB Tokens, Buyer acknowledges and agrees that Buyer sends USDC or USDT to the Ethereum address provided by the Company through an exchange account and/or holds XDB Receipt Tokens on a cryptocurrency exchange or with another third party at Buyer's own and sole risk.
- 2.13. Project Completion. The DigitalBits blockchain network may be abandoned for a number of reasons, including, but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.
- 2.14. Lack of Interest. The ongoing success of the DigitalBits blockchain network relies on the interest and participation of third parties like developers. There can be no assurance or guarantee that there will be sufficient interest or participation in the DigitalBits blockchain network.
- 2.15. Uncertain Regulatory Framework. The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact XDB Receipt Tokens and/or XDB Tokens in various ways, including, for example, through a determination that XDB Receipt Tokens and/or XDB Tokens are regulated financial instruments that require registration. Company may cease the distribution of XDB Tokens or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.
- 2.16. Risk of Government Action. As noted above, the industry in which Company operates is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of Company and/or pursue enforcement actions against Company. Such governmental activities may or may not be the result of targeting Company in particular. All of this may subject Company to judgments, settlements, fines or penalties, or cause Company to restructure its operations and activities or to cease offering certain products or services, all of which could harm Company's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the XDB Tokens.

ARTICLE THREE: LIMITATION OF LIABILITY; INDEMNIFICATION

- 3.1. Limitation of Liability. To the fullest extent permitted by applicable law, Buyer disclaims any right or cause of action against the Company of any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part of the Company or any of its affiliates. The Company and its affiliates shall not be liable to Buyer for any type of Damages, even if and notwithstanding the extent the Company or its affiliate has been advised of the possibility of such Damages. Buyer agrees not to seek any refund, compensation or reimbursement from the Company or any of its affiliates, regardless of the reason, and regardless of whether the reason is identified in this Agreement.
- 3.2. Damages. In no circumstances will the aggregate joint liability of the Company and its affiliates, whether in contract, warrant, tort or other theory, for Damages to Buyer under this Agreement exceed the amount received by Company from Buyer.
- 3.3. Force Majeure. Buyer understands and agrees that Company shall not be liable and disclaims all liability to Buyer in connection with any force majeure event, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.
- 3.4. Release. To the fullest extent permitted by applicable law, Buyer releases the the Company and its affiliates from responsibility, liability, claims, demands, and/or Damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between Buyer and the acts or omissions of third parties.
- 3.5. Indemnification.
 - a. To the fullest extent permitted by applicable law, Buyer will indemnify, defend and hold harmless and reimburse the Company and its affiliates from and against any and all actions, proceedings, claims, Damages, demands and actions (including without limitation fees and expenses of counsel), incurred by the Company or its affiliates arising from or relating to: (i) Buyer's purchase or use of XDB Receipt Tokens and/or XDB Tokens; (ii) Buyer's responsibilities or obligations under this Agreement; (iii) Buyer's breach of or violation of this Agreement; (iv) any inaccuracy in any representation or warranty of Buyer; (v) Buyer's violation of any rights of any other person or entity; and/or (vi) any act or omission of Buyer that is negligent, unlawful or constitutes willful misconduct.
 - b. Company reserves the right to exercise sole control over the defense, at Buyer's expense, of any claim subject to indemnification under this Section 3.5. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Buyer and Company.

ARTICLE FOUR: MISCELLANEOUS

- 4.1. Governing Law and Venue. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the Cayman Islands, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.
- 4.2. Assignment. Buyer shall not assign this Agreement without the prior written consent of the Company. Any assignment or transfer in violation of this Section 4.2 will be void. Company may assign this Agreement to an affiliate. Subject to the foregoing, this Agreement, 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.
- 4.3. Entire Agreement. This Agreement, including the exhibits attached hereto and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by the Company or its affiliates about the XDB Receipt Tokens or XDB Tokens.
- 4.4. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the provision shall be modified to make it valid and, to the extent possible, effectuate the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.
- 4.5. Modification of Agreement. Company may modify this Agreement at any time by posting a revised version on the Website, available at <https://www.digitalbits.io/token-sale-terms/>. The modified terms will become effective upon posting. It is Buyer's responsibility to check the Website regularly for
- 4.6. modifications to this Agreement. This Agreement was last modified on the date listed at the beginning of this Agreement.
- 4.7. Termination of Agreement; Survival. This Agreement will terminate upon the earlier of: the completion of all sales of XDB Tokens using the XDB Contract Token; or upon the Company terminating the sale of XDB Tokens sooner in its sole and absolutely discretion. Company reserves the right to terminate this Agreement, in its sole discretion, in the event that Buyer breaches this Agreement. Upon termination of this Agreement: (a) all of Buyer's rights under this Agreement immediately terminate;

(b) Buyer may be entitled to a refund of any amount paid if termination of Agreement if not due to a breach of the Buyer; and (c) Articles 1 and 2, 3, and 4 will continue to apply in accordance with their terms.

- 4.7. No Waivers. The failure by Company to exercise or enforce any right or provision of this Agreement will not constitute a present or future waiver of such right or provision nor limit Company's right to enforce such right or provision at a later time. All waivers by Company must be unequivocal and in writing to be effective.
- 4.8. No Partnership; No Agency; No Third Party Beneficiaries. Nothing in this Agreement and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose. No Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party. This Agreement does not create any third party beneficiary rights in any person.
- 4.9. Electronic Communications. Buyer agrees and acknowledges that all agreements, notices, disclosures and other communications that Company provides Buyer pursuant to this Agreement or in connection with or related to Buyer's purchase of XDB Tokens, including this Agreement, may be provided by Company, in its sole discretion, to Buyer, in electronic form.

IN WITNESS WHEREOF, the parties have executed this Agreement as of August ____, 2019.

For the Company

By: _____
Name:
Date:

For the Buyer

By: _____
Name:
Date: