Token Sale Agreement (ver. 1.4 - 09/25/2019)

This Token Sale Agreement (this "Agreement") is made between the undersigned purchaser (the "Purchaser") and Digiwills (the "Company") (each, a "Party" and together, the "Parties").

  • Whereas: the Company is developing a decentralized, blockchain-based software technology (the "App") and creating digital utility tokens (Digiwills) ("Tokens")("DGW"), which will be used as a payment method on the Digiwills service, as further described at https://digiwills.io; and

  • Whereas: The Company intends to sell a total of 900,000,000 Tokens, with an estimate of 45% Tokens of fixed 2,000,000,000 total supply; and

  • Whereas: the Company is conducting a sale of Tokens (each, an "Initial Coin Offering") that entitles the Purchaser to use the App's additional functionality to be determined by the Company,the Company shall grant the Purchaser access to a license of the App in accordance with the Digiwills Software License Agreement attached herein as Appendix B ("Digiwills Software License Agreement");

  • Whereas: for each Initial Token purchased during this Token Sale, the Company also intends to deliver to the Purchaser a Token which will be locked to transfer until, listing on exchanges is ready;

  • Whereas: The Purchaser wishes to purchase an Initial Coin Offering (and eventually receive a Public Release Token) under such Token Sale and use the App (including the Public Release, when released), on an "AS-IS" basis, all in accordance with the terms and conditions of this Agreement and the Digiwills Software License Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and undertakings contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is hereby agreed between the Parties as follows:

1. Preamble, Appendix and Headings

1. The preamble and Appendix to this Agreement form an integral part of this Agreement.

2. Captions and paragraph headings used in this Agreement are for convenience only and shall not be used in the construction or interpretation thereof. The word "including" shall mean: "including, without limitation".
3. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Digiwills Software License Agreement.

4. Documents, agreements, and/or text in languages available online or offline from Digiwills other than English are for the sole purpose of convenience only and shall not be deemed legally binding unless specifically stated as such in its English counterpart.

2. Purchase and Sale of the Token

1. Subject to the terms and conditions of this Agreement, Purchaser undertakes to purchase from the Company, and the Company agrees to sell to Purchaser, Token(s) (the "Purchased Tokens") in consideration for Ethereum ("ETH") at the price per Token specified by the Company at https://digiwills.io (the "Total Purchase Price"). Purchaser must pay for the Purchased Tokens in ETH only. In order to be eligible to participate in the Token Sale under this Agreement, Purchaser must have an ETH wallet.

2. Subject to the full and punctual payment of the Total Purchase Price by the Purchaser to the Company, Purchaser will be entitled to the Purchased Tokens as indicated in clause 2.1 above, and the Company will deliver the Purchased Tokens to Purchaser's ERC-20 standard wallet.

Purchaser hereby expressly acknowledges and agrees that if any third-party gains access (whether authorized or unauthorized) to Purchaser's email, password, skype address or wallet, or any other personal information, then such third party may be able to misappropriate the Purchased Tokens and receive the applicable Tokens for himself, and Purchaser may lose the Purchased Tokens. There is no recovery mechanism for lost, stolen or otherwise misappropriated Tokens, and Purchaser will not be entitled to get replacement Tokens and will have no claim, and hereby irrevocably waives any claim against the Company in this regard.

3. Purchaser must pay the Total Purchase Price by sending the correct quantity of ETH to the following ETH unique address of the Company as displayed via the website at https://digiwills.io, or any other website specified by the company.

For the avoidance of doubt, once Purchaser paid the Total Purchase Price to the Company as aforesaid, the Company will be the sole owner of such ETH coins paid to the Company and any payment, consideration, derivative, blockchain token or any other right paid, delivered or distributed to such ETH owners will be paid to the Company and the Purchaser will have no right in connection therewith.

4. Token sale Soft Cap, In case of not reach the soft cap (100 ETH on pre-ICO) and ($USD 2,000,000.00 on ICO) at the end of the token sale, the Company shall return any and all funds that the Purchasers used for purchase DGW Tokens during the token sale back to the Purchasers within 30 days. Hard cap for Pre-ICO is (1000 ETH) and for ICO ($USD 8,100,000.00). Pre-Ico Starts on September 28th and ends on November 30th of the year 2019.

ICO date TBA.

5. Token distribution, will begin within 30 days or less, after the sale ends.

3. AS-IS TRANSACTION

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SALE OF THE TOKENS HEREUNDER AND/OR ANY USE THEREOF OR THEREIN ON THE SYSTEM OR OTHERWISE, IS MADE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE COMPANY HEREBY EXPRESSLY DISCLAIMS ANY LIABILITY OR WARRANTY, INCLUDING ANY LIABILITY FOR MERCHANTABILITY, TITLE, NON-INFRINGEMENT, PROSPECT, ADVANTAGE, SUPERIORITY, GAIN, PROFIT OR FITNESS FOR ANY PARTICULAR PURPOSE, INCLUDING FOR ANY PURPOSE RELATING TO OR RESULTING FROM ACCESS TO OR USE OF THE TOKENS OR THE APP OR THE INFORMATION, CONTENT AND OUTPUTS THEREOF OR CONTAINED THEREIN. THE COMPANY DOES NOT REPRESENT OR WARRANT THE ADEQUACY, CURRENCY, ACCURACY, LIKELY RESULTS, OR COMPLETENESS OF THE TOKENS OR THE SYSTEM OR THAT THE FUNCTIONS PROVIDED THEREIN WILL BE UNINTERRUPTED, VIRUS-FREE, ERROR-FREE OR SECURE FROM HACKING. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION AND ELSEWHERE IN THE TERMS MAY NOT APPLY TO A PURCHASER. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY PURCHASER THAT CANNOT BE WAIVED.

4. Representations, Warranties and Covenants

Without derogating from the provision of clause 3 above, Purchaser hereby represents and warrants as follows:

1. Purchaser is duly authorized and has legal capacity to execute this Agreement. If a Purchaser is participating in this software license sale/Token Sale for another person (e.g., a company or another natural person), the Purchaser represents that they have legal authority to bind and enter into contracts for and on behalf of that company/person and that company/person has agreed to the terms of this Agreement and has been provided copies of this Agreement.

2. All corporate actions on the part of Purchaser necessary for the authorization, execution,

delivery, and performance of all of Purchaser's obligations under this Agreement have been taken prior to the date hereof. This Agreement, and any ancillary agreement and document hereunder, when executed and delivered by or on behalf of Purchaser, shall be duly and validly authorized, executed and delivered by Purchaser and shall constitute the valid and legally binding obligations of Purchaser.

3. Neither the execution and delivery of this Agreement nor compliance by Purchaser with the terms and provisions hereof or thereof, will conflict with, or result in a breach or violation of, any of the terms, conditions and provisions of: (i) Purchaser's Articles of Association or other governing documents, (ii) any applicable judgment, order, injunction, decree, or ruling of any court or governmental authority having competent jurisdiction, or (iii) any agreement, contract, lease, license or commitment to which Purchaser is a party or to which he is subject. Without derogating from the generality of the above, such execution, delivery and compliance will not require the consent, approval or waiver of any person or entity, which consent, approval or waiver has not heretofore been obtained. Without derogating from the generality of the above, to the best of Purchaser's knowledge, neither the execution and delivery of this Agreement nor compliance by Purchaser with the terms and provisions hereof or thereof, will conflict with, or result in a breach or violation of, any of the terms, conditions and provisions of any applicable law or regulation.

4. Purchaser has read and understood the terms and conditions of this Agreement (including its Appendix) and the Digiwills Software License Agreement and has obtained sufficient and adequate advice and information about the Tokens, the App and the use thereof and therein (including legal, business and tax advice from Purchaser's advisers), and has made an informed and independent decision to purchase the Purchased Tokens hereunder. Purchaser agrees to the terms and conditions of the Digiwills Software License Agreement, which together with this Agreement, governs the Purchaser's use of the Tokens and App.

5. Purchaser (i) understands and has evaluated the risks of a purchase of the Purchased Tokens hereunder; (ii) has determined that the Tokens purchased by Purchaser hereunder are a suitable purchase for him or her, and has such knowledge and experience in financial and business matters as to be capable of evaluating the risks and merits of such purchase from the Company; and (iii) has consulted, to the extent deemed appropriate by Purchaser, with his own advisers as to the financial, tax and legal consequences and related matters in connection with the purchase of the Purchased Tokens hereunder, as well as the System and the use (if any) thereof or therein.

6. The Purchaser is purchasing the Tokens primarily for the functionality as displayed by the "Digiwills App" and primarily to support the development, testing, deployment and operation of the App, being aware of the commercial risks associated with the App and is not purchasing the Tokens for the purpose of speculative investment.

7. The Purchaser is not purchasing the Tokens, and will not subsequently purchase Tokens, for any illegal purposes. The Purchaser shall comply with all applicable laws, rules and regulations

in the applicable jurisdiction when using the Tokens and the App. Purchaser acknowledges and undertakes that he will have no claim, and hereby irrevocably waives any claim against the Company and/or anyone on its behalf with respect to Purchaser's failure to comply with applicable laws, rules and regulations.

8. Purchaser understands with regard to the Tokens no market liquidity may be guaranteed and that the value (if any) of Tokens over time may experience extreme volatility or depreciate in full.

9. Purchaser agrees that he shall bear the economic risk of his purchase of the Tokens hereunder, for an indefinite period, and acknowledges that there is no obligation on behalf of the Company (or anyone on its behalf) for any merchantability, prospect, advantage, superiority, gain or profit from the Tokens (including the purchase thereof or the use therein) and it is possible that Purchaser will lose some or all of the consideration paid by Purchaser hereunder. Without derogating from the foregoing, Purchaser acknowledges and undertakes that he will have no claim, and hereby irrevocably waives any claim against the Company and/or anyone on its behalf, regarding the worth or value (including any future worth or value, which Purchaser acknowledges that can be zero) of the Tokens.

10. Purchaser understands that the Tokens confer only the right to use them in the App, and the Tokens confer no other rights of any kind or nature, express or implied, including no other rights in connection with the App or the Company, including any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property) or other financial or legal rights whatsoever, any right or stake, share, security, or equivalent rights, or any right to receive future revenue shares, or any other form of participation or governance in or relating to the System and/or Company and/or any of its affiliates.

Without derogating from the generality of the forgoing, Purchaser hereby approves and acknowledges that: (i) the sale of the Tokens and/or any use thereof does not constitute "an offer to the public" (or any other public offering) under any securities or other applicable law, (ii) nothing in this Agreement should be considered as any investment advice or investment marketing under any applicable law, and (iii) this Agreement does not constitute an offer to sell or solicitation of an offer to buy any securities nor does it constitute an offer to sell to or solicitation of an offer to buy from any person or persons in any state or other jurisdiction in which such offer or solicitation would be unlawful, or in which the person making such offer or solicitation is not qualified to do so, or to a person or persons to whom it is unlawful to make such an offer or solicitation. The purchaser asserts that it is legal to use the software, and purchase tokens, in their local jurisdiction and will comply with all local laws and regulations.

11. Purchaser has sufficient understanding of technical and business matters (including with respect to the app), cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology, in order to understand this Agreement and to appreciate all risks and implications of purchasing the Purchased Tokens hereunder (as well as any use thereof or

therein). Without derogating from the generality of the foregoing, Purchaser acknowledges and agrees that there are risks associated with purchasing Tokens, owning Tokens and using Tokens in the App, including the risks described in Appendix A hereto.

BY PURCHASING THE PURCHASED TOKENS HEREUNDER, PURCHASER EXPRESSLY ACKNOWLEDGES AND ASSUMES ALL SUCH RISKS AND IRREVOCABLY WAIVES ANY CLAIM AGAINST THE COMPANY AND/OR ANYONE ON ITS BEHALF IN CONNECTION WITH THE AFORESAID OR AS RESULT THEREOF.

12. Purchaser will comply with any applicable tax obligations in Purchaser's jurisdiction arising from Purchaser's purchase of the Tokens hereunder.

13. Purchaser waives the right to participate in a class action lawsuit or a class-wide arbitration against the Company or any Company personnel.

14. Purchaser is not (i) a citizen or resident of a geographic area in which access to or use of the System or the acceptance of delivery of the Purchased Tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act, or (ii) a citizen or resident of, or located in, a geographic area that is subject to any sovereign country sanctions or embargoes. Purchaser agrees that if Purchaser's country of residence or other circumstances change such that the above representations are no longer accurate, then Purchaser will immediately cease using the App and any Tokens.

Purchase of tokens is prohibited for the citizens of USA, Singapore, China and South Korea.

15. If Purchaser is purchasing the Tokens on behalf of any entity, Purchaser further represents and warrants that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, (ii) Purchaser is duly authorized by such legal entity to act on its behalf,
and (iii) each of Purchaser and such entity will be jointly and severally responsible and liable for any breach of this Agreement by Purchaser or any other employee or agent of such entity (and any reference to "Purchaser" in this Agreement shall be deemed as a reference to Purchaser and any such entity, jointly and severally).

5. Reservation of Tokens

For the avoidance of doubt, it is hereby clarified that the Company reserves the right, at its sole discretion, to sell or grant additional Tokens to any third party. Purchaser will have no claim, and hereby irrevocably waives any claim, against the Company and anyone on its behalf, if the Company sells or grants Tokens to any third party. Without derogating from the foregoing, Purchaser will have no claim (i) regarding the price per Token sold or granted by the Company to any third party or any other term of such sale or grant, (ii) the total number of Tokens sold or granted by the Company prior or post to the sale hereunder, (iii) the market value, if any, of

Tokens prior or post to the sale hereunder, (iv) the ability to use the Tokens prior or post to the sale hereunder, or (v) any other claim regarding the purchase of Tokens or the possibility to make any use thereof.

6. Security

Purchaser is responsible for implementing all necessary measures for securing the seed and/or private key used to store the Tokens, as well as implementing all necessary measures for securing the wallet, vault or other storage mechanism Purchaser uses to receive any Tokens purchased from the Company (by using the Tokens or otherwise), including any requisite code(s), password(s), private key(s) or other credentials necessary to access such storage mechanism(s). If Purchaser's code(s), password(s), private key(s) or other access credentials are lost or stolen by a malicious third party (e.g. a hacker), Purchaser WILL LOSE ACCESS to the Purchaser's Tokens. Furthermore, the Purchaser understands that there is no recovery mechanism for lost keys and passwords, so no one will be able to help the Purchaser retrieve or reconstruct a lost password and private keys and provide the Purchaser with access to any lost Tokens. Company is not responsible for any losses, costs or expenses relating to lost or stolen access credentials.

7. Personal Information

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

8. Taxes

Any amounts that Purchaser pays for the Purchased Tokens hereunder and/or any use thereof or therein, are exclusive of all applicable taxes, and any such taxes will be paid by Purchaser in addition to the Total Purchase Price. Purchaser is responsible for determining what, if any, taxes apply to Purchaser's purchase of the Tokens hereunder and/or any use thereof or therein, including sales, use, value added and similar taxes. The Purchaser will not hold the Company and/or any of its personnel (including developers, contractors or founders) liable for any tax liability associated with or arising from
the Purchaser's purchase and/or sale of Tokens and the use of Tokens in the System or any other action or transaction related to the System.

9. Indemnification

1. To the fullest extent permitted by applicable law, Purchaser will indemnify, defend and hold

harmless the Company and its 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) Purchaser's purchase or use of the Tokens, (ii) Purchaser's responsibilities or obligations under this Agreement, (iii) Purchaser's violation of this Agreement, and/or (iv) Purchaser's violation of any rights of any other person or entity.

2. The Company reserves the right to exercise sole control over the defense, at Purchaser's expense, of any claim subject to indemnification under clause 9.1 above. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in any other agreement between Purchaser and the Company or under any applicable law.

10. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (I) IN NO EVENT WILL THE COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ON SITUATIONS THAT ESCAPE FROM COMPANY HANDS, THE COMPANY WILL BE LIABLE FOR DATA LOSS CAUSED BY COMPANY GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT BY THE COMPANY.

11. Release

To the fullest extent permitted by applicable law, Purchaser hereby irrevocably releases the Company and the other Company Parties from any responsibility, liability, claims, demands, suits and/or damages (actual and consequential) of any kind or nature, known and unknown (including claims of negligence), arising out of or related to this Agreement or the sale of the Tokens hereunder, or the use of or inability to use the Tokens of the App.

12. Entire Agreement

This Agreement sets forth the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any Party related to the subject matter hereof.

13. Miscellaneous Provisions

1. Scope. This Agreement only governs the Purchaser's purchase of the Tokens from the Company during the Token Sale as set out in this Agreement as well as any use of the Tokens. For the avoidance of doubt, any use of the Tokens in the App may be governed by other applicable terms and conditions and policies as shall be determined and amended from time to time. Without derogating from the foregoing, it is clarified that: (i) although the Company is developing the App and the Tokens for the App, it is clarified that the Company does not operate or control all aspects of the App, blockchain, and Tokens. For the avoidance of doubt, the Company is not, and will not be responsible or liable in any way whatsoever for the App or any third party use therein; and (ii) the Company reserves the right to migrate the Tokens to another system in the future, should the Company determine to do so, in its sole discretion.

2. Governing Law and Jurisdiction. This Agreement and any disputes hereunder shall be governed by and construed in accordance with the laws of Dominican Republic, the courts of which shall have exclusive jurisdiction to determine any disputes which may arise out of or in connection with this Agreement.

3.Waiver. Any failure of a Party to comply with any obligation, agreement or condition under this Agreement may only be waived in writing by the other Party, and any such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by a Party to take any action against any breach of this Agreement or default by the other Party shall constitute a waiver of such Party's right to enforce any provision of this Agreement or to take any such action.

4. Successors and Assignees; Assignment. The provisions hereof shall inure to the benefit of, and be binding upon, the successors, assignees, executors, and administrators of the Parties. None of the rights, privileges, or obligations of Purchaser set forth in, arising under, or created by this Agreement may be assigned or transferred without the prior consent in writing of the Company.

5. Further Assurances. Purchaser agrees and undertakes to execute, acknowledge and deliver such further documents and instruments and do any other acts, from time to time, as may be reasonably necessary to effectuate the purposes of this Agreement.

6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided however, that in such event this Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, and to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.

7. Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be given by email to the Company – at

info@digiwills.io or at such other email address as the Company may designate by notice to the Purchaser. Notice sent pursuant to or required by this Agreement shall be deemed given on the next business day following the day sent provided that the sender receives confirmation that such notice was received by the addressee.

8. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement, and such execution may be evidenced by accepting this agreement.

Appendix A

Certain Risks Relating to the System and the Purchase, Sale and Use of the Tokens

Important Note: As noted in the Agreement (which this document constitute Appendix A thereto) (the "Agreement"), the Tokens are not being structured or sold as securities or any other form of investment product. Accordingly, none of the information presented in this Appendix A is intended to form the basis for any investment decision, and no specific recommendations are intended. The Company expressly disclaims any and all responsibility for any direct or consequential loss or damages of any kind or nature whatsoever, arising directly or indirectly from: (i) reliance on any information contained in this Appendix A, (ii) any error, omission or inaccuracy in any such information, or (iii) any action resulting from such information.

Any capitalized terms in this Appendix A shall have the meaning ascribed to such terms in the Agreement.

Without derogating from Purchaser's representations and warranties under the Agreement or from the risks described thereunder, by purchasing, owning, and using the Purchased Tokens, Purchaser expressly acknowledge and assume, inter alia, the following risks:

1. Risk of Losing the Purchased Tokens or Losing Access to Tokens due to Loss of Codes(s), Private Key(s), Custodial Error or Purchaser Error. A private key, or a combination of private keys, is necessary to control and dispose of Tokens stored in Purchaser digital wallet or vault. Accordingly, loss of requisite private key(s) associated with Purchaser digital wallet or vault storing Tokens will result in loss of such Tokens. Moreover, any third party that gains access to such code(s) or private key(s), including by gaining access to login credentials of a hosted wallet service Purchaser use, may be able to misappropriate Purchaser's Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault Purchaser choose to receive and store Tokens in, including Purchaser own failure to properly maintain or use such digital wallet or vault, may also result in the loss of Purchaser's Tokens. Additionally, Purchaser failure to follow precisely the procedures set forth for buying and receiving Tokens, including if

Purchaser provide the wrong address for the Token receipt address in which Purchaser will receive identification and security means to hold the Tokens, or provides an address that is not System compatible, may result in the loss of Purchaser's Tokens. Furthermore, there is no recovery mechanism for lost, stolen or otherwise misappropriated Tokens and private keys, and Purchaser will not be entitled to get replacement Tokens or private keys and will have no claim against the Company in this regard.

2. Risk of Transaction Issues. Token transactions are irrevocable and stolen or incorrectly transferred Tokens may be irretrievable. As a result, any incorrectly executed Token transactions could adversely affect the value of the Tokens. Token transactions are not, from an administrative perspective, reversible without the consent and active participation of the recipient of the transaction or, in theory, control or consent of a majority of the processing power on the System. Once a transaction has been verified and recorded in a block that is added to the blockchain, an incorrect transfer of Tokens or a theft of Tokens generally will not be reversible and there may be no compensation for any such transfer or theft.

3. Risks of software weaknesses. The Tokens and the App are developed by the Company and such systems and other involved software and technology are still in an early stage of development, and there is no guarantee that the process of using the Tokens will be error-free and there is an inherent risk that the software and related technology could retain weaknesses or bugs, causing, inter alia, the complete loss of the Tokens. In addition, any malfunction, breakdown or abandonment of the Tokens may have a material adverse effect on the App and/or the Tokens. Moreover, advances in cryptography or technical advances such as the development of quantum computing, could present risks to the Tokens and the App, including the utility of the Tokens within the App, by rendering ineffective the cryptographic consensus mechanism that underpins the blockchain.

4. Risk of Mining Attacks. As with other decentralized cryptographic tokens, the Tokens are susceptible to attacks by miners in the course of validating Tokens transactions, including to double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the App and Tokens, including accurate execution and recording of transactions involving Tokens.

5. Risk of Hacking and Security Weaknesses. Hackers or other malicious groups or organizations may attempt to interfere with the App (including Wallets) or Tokens in a variety of ways, including malware attacks, denial of service attacks, double spend attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the App/Tokens is based on third-party technology, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the App, which could negatively affect the App and/or the Tokens, including the utility of the Tokens within the App. Furthermore, because the App is based on third-party software, there is a risk that a third party or a member of the Company team may duplicate the App, idea, course of action, business model, Token or any other character of the App in a way

that may replace the App or will make the App or the Tokens worthless.

6. Risks Associated with Markets for Tokens. The Tokens are intended to be used solely within the App, and the Company will not support or otherwise facilitate any secondary trading or external valuation of Tokens. This restricts the contemplated avenues for using Tokens and could therefore create illiquidity risk with respect to the Tokens which are owned by the Purchaser. Even if secondary trading of Tokens is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third parties do ascribe an external exchange value to Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

7. Risk of Uninsured Losses. Unlike bank accounts or accounts at some other financial institutions, Tokens are uninsured unless Purchaser specifically obtains private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer, or private insurance arranged by Company, to offer recourse to Purchaser.

8. Risks Associated with Uncertain Regulations and Enforcement Actions. The regulatory status of the Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the App and the Tokens. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the App and the Tokens. Regulatory actions could negatively impact the Apps and the Tokens in various ways, including through a determination that the purchase, sale and delivery of Tokens constitutes unlawful activity or that the Tokens are a regulated instrument that require registration or licensing of those instruments or some or all of the parties involved in the purchase, sale, delivery and/or use thereof. The Company may cease operations in one or more jurisdiction(s) in the event that regulatory actions, or changes of law or regulation, make it illegal to operate in such jurisdiction(s), or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction(s).

9. Risks Arising from Taxation. The tax characterization of Tokens is uncertain. Purchaser must seek Purchaser's own tax advice in connection with purchasing Tokens, as well as any use of the Tokens or the System, which may result in adverse tax consequences to Purchaser, including withholding taxes, income taxes, value added tax and similar taxes and tax reporting requirements. Furthermore, the Company may be subject to various tax obligations, including withholding taxes, income taxes and value added taxes. Such tax obligations may be significant and thus may materially impact the Company's ability to complete the development of the System.

10. Risk of Competing Systems. It is possible that an alternative or competitive system(s) which utilize the same ideology and development technology underlying the App and attempt to

facilitate functionalities that are materially similar to the usage of the Digiwills App, will be established. The App may compete with these alternatives system(s), which could negatively impact the App and Tokens, including the utility of the Tokens within the App.

11. Risk of Insufficient Interest in the App. It is possible that the App will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of digital asset platform applications or distributed ledger technology (such as the App and its Tokens) more generally. Such a lack of use or interest could negatively impact the development of the App and therefore the potential utility of the Tokens within the App.

12. Risks Associated with the Development and Maintenance of the App. The App is still under development and may undergo significant changes over time. Therefore, the Company may not complete the development process and not be able to deliver or sell Tokens to Purchaser. Furthermore, after the Company completes the development process (if any), the Company may have to make changes in the specifications of the Tokens or the App, at its sole discretion. Moreover, the Company has no control over how other participants will use the App, or how a third party will utilize its Tokens. This could create the risk that the Tokens and the App, as further developed and maintained, may not meet Purchaser expectations at the time of purchase. Furthermore, despite Company's good faith efforts to develop the App, it is still possible that the App will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the App, the Tokens, and the potential utility of the Tokens within the App, risk of dissolution of the Company or the App. It is possible that, due to any number of reasons, including an unfavorable fluctuation in the value of ETH (or other cryptographic and fiat currencies), decrease in the Tokens' utility (including the Tokens' utility within the App), the failure of commercial relationships, or intellectual property ownership challenges, the App may no longer be viable to operate or the Company may dissolve or fail to develop the App.

13. Risks Arising from Lack of Governance Rights. Because Tokens confer no governance rights of any kind with respect to the App or the Company, all decisions involving the Company's products or services within the App or the Company itself will be made by the Company at its sole discretion, including decisions to discontinue its products or services in the App, to create and sell more Tokens for use in the App, or to sell or liquidate the Company. These decisions could adversely affect the App and the utility of any Tokens owned by Purchaser, including the Tokens' utility within the App.

14. Exchange Risks. To the extent the Tokens do trade on cryptocurrency exchanges, such cryptocurrency exchanges on which Tokens may trade may be relatively new and largely unregulated and may therefore be more exposed to fraud and failure than established, regulated exchanges for other products. To the extent that the cryptocurrency exchanges representing a substantial portion of the volume in Tokens trading are involved in fraud or experience security failures or other operational issues, such cryptocurrency exchange failures may result in a reduction in the price and can adversely affect the value of the Tokens. A lack of

stability in the cryptocurrency exchanges and the closure or temporary shutdown of cryptocurrency exchanges due to fraud, business failure, hackers or malware, or government-mandated regulation may reduce confidence in the Company and result in greater volatility in the price.

15. Unanticipated Risks. Cryptographic tokens such as the Tokens are a new and untested technology. In addition to the risks included in this Appendix A, there are other risks associated with Purchaser's purchase, possession and/or use of Tokens, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks described in this Appendix A.

Appendix B

This Digiwills Software License (this "Agreement") governs Your use of the computer software (including documentation, examples, source code and other files) as may be made available by Digiwills ("Licensor") via GitHub at https://github.com/digiwills or from any other distribution source authorized by Licensor from time to time (together with the authorized Public Releases defined below, the "Licensed Software"). References herein to "You" or "Your" means each person that installs, executes, accesses, stores, copies, modifies (to the extent permitted in this Agreement), distributes or otherwise makes use of the Licensed Software (each a "Use"). You are only authorized to Use the Licensed Software if You agree to fully comply with the terms and conditions of this Agreement. Otherwise, if you do not agree to the terms and conditions of this Agreement, You may not Use the Licensed Software in any manner, and You should in that case immediately delete any copies of the Licensed Software that You may have downloaded and/or installed.

You acknowledge and agree that (A) Licensor has spent considerable time, effort and resources in the development of the Licensed Software, and that the Licensed Software contains valuable intellectual property rights owned by the Licensor, and (B) Your right to Use the Licensed Software (as set forth and limited by this Agreement) constitutes good and valuable consideration exchanged for Your agreement to the terms and conditions herein and the consideration paid for the Purchased Tokens. You therefore further agree as follows:

1. Definitions. The following terms when used with initial capital letters shall have the meanings stated below:

a. "Authorized Matches" means the collection of all matched instances of the executable portions of the Licensed Software, where each such instance is connected to all other such instances via direct or indirect peer-to-peer network connections.

b. "Authorized Software" means the rules, data structures, programming languages, scripts, cryptographic signing methods, and communication protocols solely as specified and defined by Licensor from time to time, that provide the sole mechanism for the addition of new transactions

and contracts to the applicable Blockchain, verification of such additions, and achieving consensus among Authorized Matches regarding the validity and immutability of such Blockchain; provided that, after the Public Release Point, the Authorized Software shall mean such version of the Authorized Software in effect on the Public Release Point, or as applicable any amendment thereafter made by the required consensus of Authorized Matches (determined in accordance with the Authorized Software in effect immediately prior to such amendment).

c. "Blockchain" means the distributed, public, digital ledger containing records (blocks) evidencing transactions and contracts, structured and signed via digital encrypted signatures in accordance with the Authorized Software, which blocks are.

d. "Public Release" means a future version of the Licensed Software designated by Licensor as the "Public Release Version 1.0," together with any permitted modification of such Licensed Software developed and distributed in compliance with the terms of this Agreement by Licensor, You or any other person. Licensor will use good faith efforts to make the Web Client App available to You by Jun 30, 2020.

e. "Public Release Blockchain" means a new Blockchain that will be initiated with a new genesis block on the Public Release Point, and that will continue from and after the Public Release Point.

f. "Public Release Point" means the date that Licensor makes the first Public Release version available to You.

g. "Initial Blockchain" means the initial Blockchain prior to the Public Release Point that shall terminate on the Public Release Point.

h. "Purchased Tokens" means Tokens that You purchase directly from the Licensor prior to the Public Release Point.

i. "Token" means a data packet, structured and signed via digital encrypted signatures in accordance with the Authorized Software, which data packet is included in the applicable Blockchain and transferable via the applicable Blockchain in accordance with the Authorized Software. A "Token" is "contained" in a Wallet if such Token is registered on the Blockchain to a public key or keys contained in such Wallet determined in accordance with the Authorized Software.

j. "Wallet" means the executable portion of the Licensed Software that includes generated private and public cryptographic keys used for signing and encrypting transactions and contracts on the applicable Blockchain, together with the unique set of private and public keys associated with Your Use. Multiple installed instances of such Licensed Software associated with the same private and public keys are a single "Wallet" for purposes of this Agreement.

k. "System" means the Digiwills entire service platform, including but not limiting: Website, Mobile Apps, Desktop Apps, Smart contracts.

L. "*Licensed Software*" means Applications delivered by Digiwills for public use including but not limiting: Web client, Desktop App Client, Mobile App Client.

2. Use and Restrictions

a. Grant of License. Conditioned upon Your compliance with Section 2, 3 and 4 of this Agreement, Licensor grants to You a limited, non-exclusive, personal, non-transferable right and license to use any number of instances of the Licensed Software solely in connection with Your operation of Authorized Matches and Your Wallet in connection with the applicable Blockchain. You shall include, and shall under no circumstances remove, Licensor's and its licensors' copyright, trademark, service mark, and other proprietary notices on any complete or partial copies of the Licensed Software in the same form and location as the notice appears on the original work. A copy of this Agreement shall be included with each copy of the Licensed Software or portion of the Licensed Software that you download and/or install.

b. Restrictions; Reservation of Rights. Customer shall not use the Licensed Software for any purpose other than as expressly set forth in this Agreement. Except as expressly permitted under Section 4 with respect to the Public Release only, You shall not modify or create derivatives of, translate, reverse engineer, disassemble, reverse compile, de-compile or otherwise attempt to determine the functionality of the Licensed Software (except, in each case, only to the extent as may be permitted by law), or for any reason attempt to ascertain, derive and/or appropriate the source code except for source code that is included in the Licensed Software as provided to You by Licensor. In the event that You create any modifications or derivatives of the Licensed Software, whether or not authorized, You hereby assign, and agree to assign and to cause any of Your employees or contractors to assign, such modifications and derivatives of the Licensed Software to Licensor, and to do all things necessary to establish and perfect Licensor's ownership and rights in same. Prior to the Public Release Point, You shall not resell, redistribute or otherwise make the Licensed Software (including the copy furnished to You by Licensor) available to any third party. You acknowledge and agree that the rights granted hereunder are not a sale of the Licensed Software (including the copy furnished to You by Licensor) and that You shall destroy all copies (in whatever form or media) of the Licensed Software upon expiration or termination of this Agreement for any reason, except that you may retain an archival copy of Your private and public keys contained in Your Wallet. No express or implied rights or licenses are granted herein, except as expressly granted in this Section 2, and Licensor reserves all title and all other rights to the Licensed Software (including all copies thereof, in whatever form or media) including all intellectual property rights therein.

c. Lawful Use. You acknowledge and agree that Your use of the Licensed Software, the Blockchain and Tokens may be subject to regulation in certain jurisdictions, and some Uses may be prohibited in certain jurisdictions. You are solely responsible for Your Use of the Licensed Software, and You shall ensure that Your Use of the Licensed Software is in compliance with all laws, regulations and orders applicable to You.

3. Initial Term. Prior to the Public Release Point:

a. Purchased Tokens. Tokens are required to access the Licensed Software's additional functionality prior to the Public Release Point, and functionality of the Licensed Software will be restricted until you acquire at least one Purchased Token. You must purchase at least one Purchased Token from Licensor prior to the Public Release Point in order to Use the Licensed Software in connection with the Initial Blockchain. You may purchase additional Purchased Tokens for the purpose of using multiple accounts, or to create, enter into, and execute contracts and transactions on the Initial Blockchain with other users of the Licensed Software in accordance with the Authorized Software. Licensor shall transfer Your Purchased Tokens to a public address in Your Wallet that You provide to Licensor at the time of purchase. You are solely responsible for designating and providing to Licensor a valid and correct public address from Your Wallet, and understand that providing an incompatible, incorrect or invalid public address may result in permanent loss of Your Purchased Token, and no refund shall be provided in such case.

b. Licensed Software Activation. The Licensed Software is licensed, not sold. Each Purchased Token that you acquire shall provide to You the license right to activate additional features with the Licensed Software. You may, however, download and install one copy of the Licensed Software prior to acquiring a Purchased Token for the sole purpose of exploring its limited functionality.

c. Token Transfer and Reset. You may transfer a Token contained in Your Wallet. You acknowledge and agree, however, that any such transfer of Tokens occurring on the Initial Blockchain shall be disregarded from and after the Public Release Point.

4. Public Release. From and after the Public
Release Point:

a. You shall only Use a Public Release version of the Licensed Software and shall cease Use of any and all prior versions or releases.

b. Licensor shall transfer any Purchased Tokens that you purchased from Licensor to a public address in Your Wallet using the Public Release version of the Licensed Software. You are solely responsible for designating and providing to Licensor a valid and correct public address from Your Wallet using the Public Release version of the Licensed Software promptly after the Public Release Point, and understand that providing an incompatible, incorrect, or invalid public address may result in permanent loss of Your Purchased Token, and no refund shall be provided in such case.

c. You shall only Use a Public Release version of the Licensed Software that fully complies (to the best of Your knowledge) with: (i) the latest version of the Authorized Software published by Licensor and in effect as of the Public Release Point, or as applicable (ii) the then current

amended version of the Authorized Software if such Authorized Software has been amended by the required consensus of Digiwills (determined in accordance with the Authorized Software in effect immediately prior to such amendment).

5. Term and Termination.

a. Termination for Breach. Licensor may terminate Your rights under this Agreement in the event that You fail to comply with any term or condition of this Agreement, including the breach of any representation or warranty or failure to perform any condition or obligation required under this Agreement, and if You fail to cure the breach to Licensor's satisfaction within fifteen (15) days of receipt by You of written or e-mail notice thereof. If Licensor terminates Your rights under this Agreement, You shall thereafter cease all Use of the Licensed Software (including any Public Release, whether or not obtained from Licensor). You acknowledge and agree that notice hereunder may be provided Licensor by sending notice to the e-mail address that You provide to Licensor in connection with Your purchased of any Purchased Token, or by any other lawful and reasonable method of notice.

b. Survival. Sections 6, 7, 8 and 9, shall survive expiration or termination of this Agreement for any reason.

6. No Promotion. You shall not, without the prior written consent of Licensor, use in advertising, publicity, or otherwise, the name of Licensor or any officer, director, employee, consultant or agent of Licensor, nor any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by either of the foregoing.

7. Disclaimer of Warranties; Limitation of Liability.

a. Limitation on Rights Subject to Claim of Infringement. If the Licensed Software becomes subject to a claim of infringement, Licensor may at its sole option (x) obtain the right for You to continue using the Licensed Software; (y) replace or modify the Licensed Software such that it does not infringe, and terminate Your rights under this Agreement with respect to such prior version; EXCEPT FOR THE REMEDIES SET FORTH IN THIS SECTION 7, LICENSOR SHALL HAVE NO LIABILITY TO YOU FOR INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT, AND SHALL IN NO INSTANCE HAVE ANY LIABILITY TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATED TO ANY INFRINGEMENT.

b. Disclaimer of Warranties. THE LICENSED SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER LICENSOR NOR ITS THIRD-PARTY LICENSORS MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CORRECTNESS, QUALITY, ACCURACY, SECURITY, COMPLETENESS, RELIABILITY, PERFORMANCE, TIMELINESS, PRICING OR CONTINUED AVAILABILITY OF THE LICENSED SOFTWARE OR THE

FAILURE OF ANY CONNECTION OR COMMUNICATION SERVICE TO PROVIDE OR MAINTAIN ACCESS TO THE LICENSED SOFTWARE. LICENSOR SPECIFICALLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OPERATION OF THE LICENSED SOFTWARE AND ANY PARTICULAR APPLICATION OR USE OF THE LICENSED SOFTWARE (WHETHER OR NOT KNOWN).

c. Limitation of Liability. Neither Licensor nor its licensors shall be responsible for any damages or expenses resulting from version of the Licensed Software that is provided by any other person, or from any unauthorized Use of the Licensed Software or from any unintended or unforeseen results obtained by You resulting from such Use.

8. Title to Licensed Software. Nothing contained in this Agreement shall directly or indirectly be construed to assign or grant to You any right, title or interest in and to the trademarks, copyrights, patents or trade secrets of Licensor or any ownership rights in or to the Licensed Software.

9. General

a. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to their subject matter and supersedes all existing and all other oral, written or other communications between the Parties concerning this subject matter.

b. Amendments. This Agreement may not be modified, except by a writing signed by both Licensor and You.

c. Assignment. You may not assign the Agreement, in whole or in part. If You are otherwise authorized under this Agreement to distribute the Licensed Software to a third party, such third party shall take such License Software subject to a separate Agreement between Licensor and such third party (and not by assignment). This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors.

d. Equitable Relief. You acknowledge that a breach of any provision of Section 2, 3 or 4 of this Agreement shall cause Licensor irreparable injury and damage. Therefore, those breaches may be stopped through injunctive proceedings, without posting of any bond, in addition to any other rights and remedies which may be available to Licensor at law or in equity, and You will not urge that such remedy is not appropriate under the circumstances.

e. Severability. If any provision of this Agreement (or any portion thereof) is invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Agreement shall not be affected or impaired.

f. No Waiver. The failure by Licensor to insist upon strict performance of any of the provisions contained in this Agreement shall in no way constitute a waiver of its rights as set forth in this

Agreement, at law or in equity, or a waiver of any other provisions or subsequent default by You in the performance or compliance with any of the terms and conditions set forth in this Agreement.

g. Construction. The headings and captions in this Agreement are intended for convenience of reference and shall not affect interpretation. The terms "include" or "including" and "e.g.," as used in this Agreement, shall be deemed to include the phrase "without limitation."

h. Governing Law. This Agreement is deemed entered into in Dominican Republic, and any disputes hereunder shall be governed by and construed in accordance with the laws of Dominican Republic, without giving effect to principles of conflict of law of any jurisdiction. Excluding only claims of infringement of intellectual property rights embodied in the Licensed Software (which claims may be brought in any court having valid jurisdiction), the courts of Dominican Republic shall have exclusive venue and jurisdiction to determine any disputes which may arise out of or in connection with this Agreement. You consent to the personal jurisdiction of, and venue in, the courts within Dominican Republic and hereby waive any objection to such jurisdiction and venue on any grounds, including the convenience of the forum. Neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act as enacted shall apply to this Agreement.
i. Export Control Notice. The Licensed Software may be subject to Dominican Republic or foreign export control laws. You shall ensure that any exports from the Dominican Republic are in compliance with the Dominican Republic export control laws. You agree that You will not submit the Licensed Software to any government agency for licensing consideration or other regulatory approval without the prior written consent of Licensor.

Contact Information: If you have any questions about these Token Sale Agreement, please contact us by sending an email to support@digiwills.io.

Digiwills
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