



# INGOT COIN

| SAFT AGREEMENT

## 2018

# INGOTCOIN, a Product of INGOTCOIN

## SAFT

### (Simple Agreement for Future Tokens)

THIS CERTIFIES THAT in exchange for the payment by the undersigned purchaser (the “**Purchaser**”) of \$[\_\_\_\_\_] (the “**Purchase Amount**”) on or about [DATE], 2018, INGOTCOIN, an Estonian limited liability company (the “**Company**”), hereby issues to the Purchaser the right (the “**Right**”) to certain units of **INGOTCOIN (IC)**, subject to the terms set forth below.

#### 1. **Events**

- a) **Network Launch.** If there is a Network Launch before the expiration or termination of this instrument, the Company will automatically issue to the Purchaser a number of units of the Token equal to the Purchase Amount divided by the Discount Price.

In connection with and prior to the issuance of Tokens by the Company to the Purchaser pursuant to this Section 1(a):

- i. The Purchaser will execute and deliver to the Company any and all other transaction documents related to this SAFT, including verification of source of wealth and residency.
  - ii. The Purchaser will provide to the Company a public Ethereum wallet address to which the Company may deliver Tokens during the anticipated Network Launch. For the avoidance of doubt, the public wallet address must be under the direct or indirect control of the Purchaser and shall not be under the direct or indirect control of a third-party.
- b) **Dissolution Event.** In the event of a Dissolution Event, INGOTCOIN will pay an amount equal to the Purchase Amount, due and payable to the Purchaser immediately prior to, or concurrent with, the consummation of the Dissolution Event. If immediately prior to the consummation of the Dissolution Event, the assets of INGOTCOIN that remain legally available for distribution to all Purchasers during pre-sale and general public (the “**Dissolving Purchasers**”), as determined in good faith by the Company’s board of directors, are insufficient to permit the payment to the Dissolving Purchasers of their respective Purchase Amounts, then the remaining assets of the Company legally available for distribution, will be distributed with equal priority and pro rata among the Dissolving Purchasers in proportion to the Purchase Amounts they would otherwise be entitled to receive. Any distributed amounts shall be in U.S. Dollars.
- c) **Termination.** This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this Agreement) upon either
- i. The issuance of Tokens to the Purchaser pursuant to Section 1(a); or
  - ii. The payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b).

## 2. Definitions

“**Discount Price**” means the maximum price per Token sold by the Company to the public during the Network Launch multiplied by the Discount Rate.

“**Discount Rate**” is as shown in “Exhibit A”

“**Dissolution Event**” means (i) a voluntary termination of operations of the Company, (ii) a general assignment for the benefit of the Company’s creditors or (iii) any other liquidation, dissolution or winding up of the Company, whether voluntary or involuntary.

“**Network Launch**” means [a *bona fide* transaction or series of transactions, pursuant to which the Company will sell the Tokens to the general public in a publicized product launch.][3]

“**SAFT**” means an agreement containing a future right to units of Tokens purchased by Purchasers, similar in form and content to this agreement, which a significant portion of the amount raised under the SAFTs will be used to fund the Company’s development of a decentralized ecosystem that enables purchasers to earn INGOTCOIN.

## 3. Company Representations

- a) The Company is a corporation duly organized, validly existing and in good standing under the laws of Estonia, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.
- b) The execution, delivery and performance by the Company of this instrument is within the power of the Company and, other than with respect to the actions to be taken when Tokens are to be issued to the Purchaser, has been duly authorized by all necessary actions on the part of the Company. This instrument constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors’ rights generally and general principles of equity. To the knowledge of the Company, it is not in violation of (i) its current articles of incorporation or bylaws, (ii) any material statute, rule or regulation applicable to the Company, or (iii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.
- c) To the knowledge of the Company, the performance and consummation of the transactions contemplated by this instrument do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Company; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

- d) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; and (ii) any qualifications or filings under applicable securities laws.
- e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without an infringement of the rights of others.
- f) THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE TOKENS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (iii) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY, OR ANY OTHER PERSON ON THE COMPANY'S BEHALF.

#### **4. *Purchaser Representations***

- a) The Purchaser has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Purchaser, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.
- b) The Purchaser has been advised that this instrument may be a security and that the offers and sales of this instrument have not been registered under any country's securities laws and, therefore, cannot be resold except in compliance with the applicable country's laws. The Purchaser is purchasing this instrument for its own account for contribution, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. The Purchaser has such knowledge and experience in financial and business matters that the Purchaser is capable of evaluating the merits and risks of such contribution, is able to incur a complete loss of such contribution without impairing the Purchaser's financial condition and is able to bear the economic risk of such contribution for an indefinite period of time.
- c) The Purchaser enters into this SAFT with the predominant expectation that he, she or it, as the case may be, will profit upon the successful development and Network Launch arising from the efforts of the Company and its employees to develop and market the INGOTCOIN Network and the Network Launch and related sale of the Tokens.

- d) The Purchaser hereby has sufficient knowledge and experience in business and financial matters to be able to evaluate the risks and merits of its purchase of this SAFT and of the Tokens and is able to bear the risks thereof. The Purchaser is aware of Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire this SAFT. The Purchaser understands that the Tokens involve risks, all of which the Purchaser fully and completely assumes, including, but not limited to, the risk that (i) the technology associated with the Network will not function as intended; (ii) the Network and Network Launch will not be completed; (iii) the Network will fail to attract sufficient interest from key stakeholders; and (iv) the Company and/or the Network may be subject to investigation and punitive actions from Governmental Authorities. The Purchaser understands and expressly accepts that the Tokens will be created and delivered to the Purchaser at the sole risk of the Purchaser on an "AS IS" and "UNDER DEVELOPMENT" basis. The Purchaser understands and expressly accepts that the Purchaser has not relied on any representations or warranties made by the Company outside of this instrument, including, but not limited to, conversations of any kind, whether through oral or electronic communication, or any white paper. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PURCHASER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY TOKENS AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY THE COMPANY, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE TOKENS.**
- e) The Purchaser understands that Purchaser has no right against the Company or any other Person except in the event of the Company's breach of this instrument or intentional fraud. **THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS INSTRUMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO THE COMPANY PURSUANT TO THIS INSTRUMENT. NEITHER THE COMPANY NOR ITS REPRESENTATIVES SHALL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST CONTRIBUTIONS OR EARNINGS OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS INSTRUMENT.**
- f) The Purchaser understands that Purchaser bears sole responsibility for any taxes as a result of the matters and transactions the subject of this instrument, and any future acquisition, ownership, use, sale or other disposition of Tokens held by the Purchaser. To the extent permitted by law, the Purchaser agrees to indemnify, defend and hold the Company or any of its affiliates, employees or agents (including developers, auditors, contractors or founders) harmless for any claim, liability, assessment or penalty with respect to any taxes (other than any net income taxes of the Company that result from the issuance of Tokens to the Purchaser pursuant to Section 1(a) of the instrument) associated with or arising from the Purchaser's purchase of Tokens hereunder, or the use or ownership of Tokens.

## **5. Procedures for Purchase of Rights and Valuation of Purchase Amount.**

The Company will accept payment for the Right purchased under this SAFT in U.S. Dollars. Purchaser shall make the required payment to the Company in consideration for Purchaser's purchase of the Right pursuant to the SAFT through the procedures set forth on Exhibit B hereof.

## **6. Miscellaneous**

- a) This instrument sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings and agreements, whether oral or written, between them. This instrument is one of a series of similar instruments entered into by the Company from time to time. Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the holders of a majority, in the aggregate, of the Purchase Amounts paid to the Company with respect to all SAFTs outstanding at the time of such amendment, waiver or modification.
- b) Any notice required or permitted by this instrument will be deemed sufficient when sent by email to the relevant address listed on the signature page, as subsequently modified by written notice received by the appropriate party.
- c) The Purchaser is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of capital stock of the Company for any purpose, nor will anything contained herein be construed to confer on the Purchaser, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise
- d) Neither this instrument nor the rights contained herein may be assigned, by operation of law or otherwise, by either party without the prior written consent of the other; provided, however, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Purchaser to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Purchaser, including, without limitation, any general partner, managing member, officer or director of the Purchaser, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Purchaser; and provided, further, that the Company may assign this instrument in whole, without the consent of the Purchaser, in connection with a reincorporation to change the Company's domicile.
- e) INGOTCOIN DO NOT PROVIDE THE TOKEN HOLDER WITH CONVERSION RIGHTS INTO SHARES OR OTHER EQUITY OF INGOTCOIN OR ANY OTHER RIGHTS WHATSOEVER, OTHER THAN THE RIGHTS SET OUT IN THIS AGREEMENT. THEY DO NOT REPRESENT OR CONFER ANY OWNERSHIP RIGHT OR STAKE, SHARE OR SECURITY OR EQUIVALENT RIGHTS, VOTING

RIGHTS OR ANY RIGHT TO RECEIVE FUTURE REVENUE SHARES, INTELLECTUAL PROPERTY RIGHTS OR ANY OTHER FORM OF PARTICIPATION IN INGOTCOIN AND ITS CORPORATE AFFILIATES, OTHER THAN THE RIGHTS MENTIONED IN THIS AGREEMENT.

- f) In the event any one or more of the provisions of this instrument is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this instrument operate or would prospectively operate to invalidate this instrument, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this instrument and the remaining provisions of this instrument will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.
- g) All rights and obligations hereunder will be governed by the laws of Estonia, without regard to the conflicts of law provisions of such jurisdiction.
- h) The Company shall not be liable or responsible to the Purchaser, nor be deemed to have defaulted under or breached this instrument, for any failure or delay in fulfilling or performing any term of this instrument, including without limitation, launching the Network or consummating the Network Launch, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation:
  - i. Acts of God.
  - ii. Flood, fire, earthquake or explosion.
  - iii. War, invasion, hostilities (whether war is declared or not), terrorist threats or acts, or other civil unrest.
  - iv. Law; or action by any governmental authority.

## **NOTICE TO RESIDENTS of the United States**

You won't be allowed to purchase INGOTCOIN: INGOTCOIN WILL NOT BE AND HAVE NOT BEEN REGISTERED WITH THE SEC UNDER THE US SECURITIES ACT OF 1933, AS AMENDED (THE "US SECURITIES ACT") OR ANY STATE SECURITIES LAWS OF THE UNITED STATES OF AMERICA ("U.S."). "U.S." MEANS THE UNITED STATES OF AMERICA, ITS TERRITORIES AND POSSESSIONS, ANY STATE OF THE UNITED STATES OF AMERICA AND THE DISTRICT OF COLUMBIA. THUS, INGOTCOIN MAY NOT BE OFFERED, SOLD OR DELIVERED IN THE U.S. OR TO OR FOR THE ACCOUNT OR BENEFIT OF U.S. PERSONS AS DEFINED IN REGULATIONS UNDER THE U.S. SECURITIES ACT (A "U.S. PERSON"). YOU REPRESENT THAT YOU ARE NOT LOCATED IN THE U.S. AND ARE NOT PARTICIPATING IN THE OFFER FROM THE U.S. OR ARE ACTING ON A NONDISCRETIONARY BASIS FOR A PRINCIPAL LOCATED OUTSIDE THE U.S. THAT YOU ARE NOT GIVING AN ORDER TO PARTICIPATE IN THE OFFER FROM THE U.S. YOU ARE NOT ENTITLED TO PARTAKE IN THE TOKEN SALE AND MAY NEITHER DIRECTLY NOR INDIRECTLY PURCHASE INGOTCOIN THROUGH ANY MEANS, BE IT ON THE PRIMARY OR THE SECONDARY MARKET. INGOTCOIN WILL TAKE TECHNICAL MEASURES TO MAKE SURE U.S. PERSONS CANNOT PARTICIPATE ("U.S. BAN"). IF YOU, VIA TECHNICAL AND/OR OTHER MEANS CIRCUMVENT INGOTCOIN'S U.S. BAN, INGOTCOIN WILL HAVE FULFILLED ITS DUTY AND WILL NOT BE HELD LIABLE FOR ANY BREACH OF U.S. REGULATIONS, INCLUDING, BUT NOT LIMITED TO, THE U.S. SECURITIES ACT ("BREACH"). IN CASE INGOTCOIN WILL BE HELD LIABLE ANYHOW DUE TO SUCH BREACH, YOU WILL FULLY INDEMNIFY INGOTCOIN FOR ANY DAMAGE INCURRED, FEES LEVIED ETC. AS A RESULT OF SUCH BREACH

## **NOTICE TO RESIDENTS of European Economic Area:**

DUE TO THE DIRECTIVE 2003/71/EC AND AMENDMENTS THERETO, INCLUDING THE 2010 PD AMENDING DIRECTIVE (DIRECTIVE 2010/73/EC), TO THE EXTENT IMPLEMENTED IN THE RELEVANT MEMBER STATE ("PROSPECTUS DIRECTIVE"), WITH EFFECT FROM AND INCLUDING THE DATE ON WHICH THE PROSPECTUS DIRECTIVE IS IMPLEMENTED IN A MEMBER STATE OF THE EUROPEAN ECONOMIC AREA ("RELEVANT DATE OF IMPLEMENTATION"), THAT HAS IMPLEMENTED THE PROSPECTUS DIRECTIVE ("RELEVANT MEMBER STATE"), AN OFFER OF INGOTCOIN MAY NOT BE MADE TO THE PUBLIC IN THAT RELEVANT MEMBER STATE OTHER THAN: (i) TO ANY LEGAL ENTITY WHICH IS A QUALIFIED INVESTOR AS DEFINED IN THE PROSPECTUS DIRECTIVE; (ii) TO FEWER THAN 150 NATURAL OR LEGAL PERSONS WITH REGARDS TO EACH RELEVANT MEMBER STATE (OTHER THAN QUALIFIED INVESTORS AS DEFINED IN THE PROSPECTUS DIRECTIVE), AS PERMITTED UNDER THE PROSPECTUS DIRECTIVE; OR (iii) PROVIDED THAT NO SUCH OFFER OF SECURITIES SHALL REQUIRE INGOTCOIN TO PUBLISH A PROSPECTUS PURSUANT TO ARTICLE 3 OF THE PROSPECTUS DIRECTIVE. THE EXPRESSION AN "OFFER OF INGOTCOIN TO THE PUBLIC" IN ANY RELEVANT MEMBER STATE MEANS THE PROLIFERATION OF IN ANY FORM PRESENTED COMMUNICATION AND BY ANY MEANS OF SUFFICIENT INFORMATION ON THE TERMS OF THE OFFER SO AS TO ENABLE YOU TO DECIDE TO PURCHASE OR SUBSCRIBE FOR THE INGOTCOIN, AS THE



EXPRESSION MAY BE VARIED IN THAT RELEVANT MEMBER STATE BY ANY MEASURE IMPLEMENTING THE PROSPECTUS DIRECTIVE IN THAT MEMBER STATE. INGOTCOIN RETAINS THE RIGHT TO ASK YOU TO PROVIDE PROOF OF YOUR BEING A QUALIFIED INVESTOR. IF YOU FAIL TO PROVIDE PROOF OR YOU SURPASS THE ALLOWED NUMBER OF INVESTORS PER RELEVANT MEMBER STATE, INGOTCOIN WILL NOT ALLOW YOU TO PURCHASE INGOTCOIN AND RETURN WHATEVER FUNDS YOU HAVE USED TO PARTICIPATE TO THE ADDRESS USED. IF YOU FAIL TO COOPERATE IN THE RETURN OF THE FUNDS, INGOTCOIN RETAINS THE RIGHT TO DONATE THE ASSETS TO A CHARITY AT INGOTCOIN'S SOLE DISCRETION.

**NOTICE TO RESIDENTS of Switzerland:**

INGOTCOIN will not be listed on any regulated stock exchange, such as SIX Swiss Exchange, or SIX. These Terms have been prepared without regard to the standards for prospectuses under art. 1156 or art. 652a of the Swiss Code of Obligations or the legal standards for facilitated prospectuses under art. 5 of the Collective Investment Schemes Act ("CISA") or art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange in Switzerland. Neither these Terms nor any other material relating to the Offer, INGOTCOIN or INGOTCOIN will be or have been filed with or approved by any Swiss regulatory authority. Specifically, these Terms will not be filed with, and the Offer of INGOTCOIN will not be supervised by, the Swiss Financial Market Supervisory Authority FINMA (FINMA). Furthermore, the Offer of INGOTCOIN has not been and will not be authorized under the CISA. Thus, the protection which is given to purchasers of interests or units in collective investment schemes under the CISA does not extend to purchasers of INGOTCOIN.

**NOTICE TO RESIDENTS of the United Kingdom:**

THESE TERMS AND OTHER DOCUMENTS IN CONNECTION WITH THE OFFER OF INGOTCOIN ARE NOT FOR DISTRIBUTION TO PERSONS WHOSE PLACE OF RESIDENCE, SEAT OR HABITUAL ABODE IS IN THE UNITED KINGDOM. This does not apply, however, to persons who(i) have professional experience in matters relating to investments or (ii) are persons falling within Article 49 (2) (a) to (d) ("high net worth companies, unincorporated associations etc.") of The Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 in the United Kingdom or (iii)to whom it may otherwise lawfully be passed on (all such persons together being referred to as "Relevant persons"). IF YOU YOUR PLACE OF RESIDENCE, SEAT, OR HABITUAL ABODE IS IN THE UNITED KINGDOM AND YOU ARE NOT A RELEVANT PERSON, YOU MAY NOT PARTICIPATE IN THE PURCHASE OF INGOTCOIN, DIRECTLY OR INDIRECTLY, ON THE PRIMARY OR THE SECONDARY MARKET. BY PURCHASING INGOTCOIN, YOU REPRESENT THAT YOU ARE A RELEVANT PERSON WITH REGARDS TO THE REGULATIONS. FALSELY REPRESENTING TO BE A RELEVANT PERSON WILL LEAD TO YOUR OBLIGATION TO INDEMNIFY INGOTCOIN FOR ANY DAMAGE AND OR FEES INCURRED AS A RESULT OF A BREACH OF THE REGULATIONS IN THIS SECTION. INGOTCOIN RETAINS THE RIGHT TO ASK YOU TO PROVIDE PROOF OF YOUR BEING A RELEVANT PERSON. IF YOU FAIL TO PROVIDE PROOF, INGOTCOIN WILL NOT ALLOW YOU TO PURCHASE INGOTCOIN AND RETURN WHATEVER FUNDS YOU HAVE USED TO PARTICIPATE TO THE ADDRESS USED. IF YOU FAIL TO COOPERATE IN THE RETURN OF THE FUNDS, INGOTCOIN RETAINS THE RIGHT TO DONATE THE ASSETS TO A CHARITY AT INGOTCOIN'S

SOLE DISCRETION. These Terms and its contents are confidential and should not be distributed, published or reproduced (in whole or in part) or disclosed by recipients to any other persons in the United Kingdom.

**NOTICE TO RESIDENTS of Singapore:**

THESE TERMS AND ANY OTHER DOCUMENT OR MATERIAL IN CONNECTION WITH THE OFFER OR SALE, OR INVITATION FOR SUBSCRIPTION OR PURCHASE, OF INGOTCOIN MAY NOT BE CIRCULATED OR DISTRIBUTED, NOR MAY INGOTCOIN BE OFFERED OR SOLD, OR BE MADE THE SUBJECT OF AN INVITATION FOR SUBSCRIPTION OR PURCHASE, WHETHER DIRECTLY OR INDIRECTLY, TO PERSONS IN SINGAPORE. This does not apply, however, to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the “SFA”), (ii) to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA, (iii) where the transfer is by operation of law; (iv) as specified in Section 276(7) of the SFA or (v) pursuant to, and in accordance with the conditions of, any other applicable provisions of the SFA (“Relevant person”). These Terms will not be and have not been filed and/or registered as a prospectus with the Monetary Authority of Singapore (“MAS”). IF YOU YOUR PLACE OF RESIDENCE, SEAT OR HABITUAL ABODE IS IN SINGAPORE AND YOU ARE NOT A RELEVANT PERSON YOU MAY NOT PARTICIPATE IN THE PURCHASE OF INGOTCOIN DIRECTLY OR INDIRECTLY, ON THE PRIMARY OR THE SECONDARY MARKET. BY PURCHASING INGOTCOIN, YOU REPRESENT THAT YOU ARE A RELEVANT PERSON WITH REGARDS TO THE REGULATIONS MENTIONED IN THIS SECTION. FALSELY REPRESENTING TO BE A RELEVANT PERSON WILL LEAD TO YOUR OBLIGATION TO INDEMNIFY INGOTCOIN FOR ANY DAMAGE AND OR FEES INCURRED AS A RESULT OF A BREACH OF THE REGULATIONS IN THIS SECTION. INGOTCOIN RETAINS THE RIGHT TO ASK YOU TO PROVIDE PROOF OF YOUR BEING A RELEVANT PERSON. IF YOU FAIL TO PROVIDE PROOF, INGOTCOIN WILL NOT ALLOW YOU TO PURCHASE INGOTCOIN AND RETURN WHATEVER FUNDS YOU HAVE USED TO PARTICIPATE TO THE ADDRESS USED. IF YOU FAIL TO COOPERATE IN THE RETURN OF THE FUNDS, INGOTCOIN RETAINS THE RIGHT TO DONATE THE ASSETS TO A CHARITY AT INGOTCOIN’S SOLE DISCRETION.

**NOTICE TO RESIDENTS of Canada:**

THE INFORMATION CONTAINED HEREIN SHALL BE CONSTRUED TO BE AN OFFERING OF INGOTCOIN ONLY IN THE JURISDICTIONS AND TO THE THOSE PERSONS WHERE AND TO WHOM THEY MAY LAWFULLY OFFERED FOR SALE. INGOTCOIN HAVE NOT BEEN NOR WILL THEY BE QUALIFIED FOR SALE TO THE PUBLIC UNDER APPLICABLE CANADIAN SECURITIES LAWS AND, ACCORDINGLY, ANY OFFER AND SALE OF INGOTCOIN IN CANADA WILL BE MADE ON A BASIS WHICH IS EXEMPT FROM THE PROSPECTUS REQUIREMENTS OF CANADIAN SECURITIES LAWS. THE INFORMATION CONTAINED HEREIN IS NOT AND SHALL UNDER NO CIRCUMSTANCES BE CONSTRUED TO FORM A PROSPECTUS; AN ADVERTISEMENT OR A PUBLIC OFFERING OF INGOTCOIN IN CANADA. Any resale of the Tokens must be made in accordance with, or pursuant to an exemption from, or in a transaction not subject to, the prospectus requirements of those laws. In addition, in order to comply with the dealer registration requirements of Canadian securities

laws, any resale of the Tokens must be made either by a person not required to register as a dealer under applicable Canadian securities laws, or through an appropriately registered dealer or in accordance with an exemption from the dealer registration requirements. IF YOU RESIDE IN CANADA, YOU REPRESENT THAT YOU HAVE LEARNED OF THIS OFFER BY YOUR OWN INITIATIVE AND YOU WERE NOT SOLICITED BY INGOTCOIN, OTHERWISE YOU MAY NOT PARTICIPATE IN THE PURCHASE OF INGOTCOIN. YOU ARE REQUIRED TO OBTAIN LEGAL ADVICE FROM A CANADIAN LAWYER TO VERIFY WHETHER THE RESALE OF INGOTCOIN IS ALLOWED IN YOUR JURISDICTION.

**NOTICE TO RESIDENTS of Hong Kong:**

INGOTCOIN MAY NOT BE SOLD OR OFFERED IN HONG KONG BY MEANS OF ANY DOCUMENT OTHER THAN (I) TO “PROFESSIONAL INVESTORS” WITHIN THE MEANING OF THE SECURITIES AND FUTURES ORDINANCE (CAP.571, LAWS OF HONG KONG) AND ANY RULES MADE THEREUNDER OR (II) IN CIRCUMSTANCES WHICH DO NOT CONSTITUTE AN OFFER TO THE PUBLIC WITHIN THE MEANING OF THE COMPANIES ORDINANCE (CAP.32, LAWS OF HONG KONG),OR (iii) in other circumstances, which do not result in the document within the meaning of the Companies Ordinance (Cap.32, Laws of Hong Kong) being a “prospectus”. No advertisement, invitation, or document relating to INGOTCOIN may be issued to any person for the purpose of issue (in each case whether in Hong Kong or elsewhere) other than with respect to tokens which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder. IF YOUR PLACE OF RESIDENCE, SEAT, OR HABITUAL ABODE IS IN HONG KONG AND YOU ARE NOT A PROFESSIONAL INVESTOR, YOU MAY NOT PARTICIPATE IN THE PURCHASE OF INGOTCOIN, DIRECTLY OR INDIRECTLY, ON THE PRIMARY OR SECONDARY MARKET. BY PURCHASING INGOTCOIN, YOU REPRESENT THAT YOU ARE A PROFESSIONAL INVESTOR WITH REGARD TO THE REGULATIONS SET OUT IN THIS SECTION. FALSELY REPRESENTING TO BE A RELEVANT PERSON WILL LEAD TO YOUR OBLIGATION TO INDEMNIFY INGOTCOIN FOR ANY DAMAGE AND OR FEES INCURRED AS A RESULT OF A BREACH OF THE REGULATIONS IN THIS SECTION. INGOTCOIN RETAINS THE RIGHT TO ASK YOU TO PROVIDE PROOF OF YOUR BEING A RELEVANT PERSON. IF YOU FAIL TO PROVIDE PROOF, INGOTCOIN WILL NOT ALLOW YOU TO PURCHASE INGOTCOIN AND RETURN WHATEVER FUNDS YOU HAVE USED TO INGOTCOIN PARTICIPATE TO THE ADDRESS USED. IF YOU FAIL TO COOPERATE IN THE RETURN OF THE FUNDS, INGOTCOIN RETAINS THE RIGHT TO DONATE THE ASSETS TO A CHARITY AT INGOTCOIN’S SOLE DISCRETION.

**NOTICE TO RESIDENTS of Japan:**

INGOTCOIN HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE FINANCIAL INSTRUMENTS AND EXCHANGE ACT, AS AMENDED (THE “FIEA”). THIS DOCUMENT IS NOT AN OFFER OF SECURITIES FOR SALE, DIRECTLY OR INDIRECTLY, IN JAPAN OR TO, OR FOR THE BENEFIT OF, ANY RESIDENT OF JAPAN (which term as used herein means any person residing in Japan, including any corporation or entity organized under the laws of Japan) or to others for reoffer or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan, except pursuant

to an exemption from the securities registration requirements under the FIEA and otherwise in compliance with such law and any other applicable laws, regulations and ministerial guidelines of Japan. IF YOU RESIDE IN JAPAN, YOU REPRESENT THAT YOU HAVE LEARNED OF THIS OFFER BY YOUR OWN INITIATIVE AND YOU WERE NOT SOLICITED BY INGOTCOIN, OTHERWISE YOU MAY NOT PARTICIPATE IN THE PURCHASE OF INGOTCOIN. FALSE REPRESENTATION WILL LEAD TO YOUR OBLIGATION TO INDEMNIFY INGOTCOIN FOR ANY DAMAGE AND OR FEES INCURRED AS A RESULT OF A BREACH OF THE REGULATIONS IN THIS SECTION.

**NOTICE TO RESIDENTS of the Russian Federation:**

NEITHER INGOTCOIN NOR A DOCUMENT QUALIFYING AS A PROSPECTUS IN RELATION TO INGOTCOIN WILL BE OR HAS BEEN REGISTERED WITH THE CENTRAL BANK OF THE RUSSIAN FEDERATION. The Information contained herein is not an invitation to sell, purchase, exchange or otherwise transfer securities of foreign financial instruments to or for the benefit of any Russian person or entity, with the exception and to the extent permitted by applicable law of and to qualified investors as defined under securities laws of the Russian Federation. This document is not, within the meaning of securities laws of the Russian Federation an advertisement in relation to a placement or public circulation, unless otherwise permitted by applicable securities laws of the Russian Federation. By purchasing INGOTCOIN, You represent that you are legally entitled to purchase INGOTCOIN pursuant to the laws and regulations of India. FALSE REPRESENTATION WILL LEAD TO YOUR OBLIGATION TO INDEMNIFY INGOTCOIN FOR ANY DAMAGE AND OR FEES INCURRED AS A RESULT OF A BREACH OF THE APPLICABLE LAWS AND REGULATIONS OF THE RUSSIAN FEDERATION.

**NOTICE TO RESIDENTS of India:**

The information contained herein are not and shall not be construed to be a prospectus. INGOTCOIN WILL NOT BE OR HAVE NOT BEEN REGISTERED WITH THE competent authority. You must seek legal advice as to whether you are entitled to subscribe for the purchase of INGOTCOIN pursuant to the relevant laws and regulations of India. By purchasing INGOTCOIN, You represent that you are legally entitled to purchase INGOTCOIN pursuant to the laws and regulations of India. FALSE REPRESENTATION WILL LEAD TO YOUR OBLIGATION TO INDEMNIFY INGOTCOIN FOR ANY DAMAGE AND OR FEES INCURRED AS A RESULT OF A BREACH OF THE APPLICABLE LAWS AND REGULATIONS OF INDIA.

**NOTICE TO RESIDENTS of the People's Republic of China:**

You're not allowed to purchase INGOTCOIN: INGOTCOIN MAY NOT BE OFFERED OR SOLD DIRECTLY OR INDIRECTLY IN THE PEOPLE'S REPUBLIC OF CHINA ("CHINA", NOT INCLUDING TAIWAN OR HONG KONG AND MACAU SPECIAL ADMINISTRATIVE REGIONS). THE INFORMATION CONTAINED HEREIN DON'T ESTABLISH AN OFFER OR A SOLICITATION OF AN OFFER TO INVEST WITHIN CHINA. The information contained herein has not and will not be approved by a relevant governmental body and/or authority within China and may not be supplied to the public in China or used in connection with any offer for the subscription or sale of INGOTCOIN in China. YOU REPRESENT THAT YOU ARE NOT LOCATED IN THE CHINA AND ARE NOT PARTICIPATING IN THE OFFER FROM CHINA OR ARE ACTING ON A

NONDISCRETIONARY BASIS FOR A PRINCIPAL LOCATED OUTSIDE CHINA; THAT YOU ARE NOT GIVING AN ORDER TO PARTICIPATE IN THE OFFER FROM CHINA. YOU ARE NOT ENTITLED TO PARTAKE IN THE TOKEN SALE AND MAY NEITHER DIRECTLY NOR INDIRECTLY PURCHASE INGOTCOIN THROUGH ANY MEANS, BE IT ON THE PRIMARY OR THE SECONDARY MARKET. INGOTCOIN WILL TAKE TECHNICAL MEASURES TO MAKE SURE CHINESE RESIDENTS CANNOT PARTICIPATE (“CHINA BAN”). IF YOU, VIA TECHNICAL AND/OR OTHER MEANS CIRCUMVENT INGOTCOIN’S CHINA BAN, INGOTCOIN WILL HAVE FULFILLED ITS DUTY AND WILL NOT BE HELD LIABLE FOR ANY BREACH OF CHINESE REGULATIONS (“BREACH”). IN CASE INGOTCOIN WILL BE HELD LIABLE ANYHOW DUE TO SUCH BREACH, YOU WILL FULLY INDEMNIFY INGOTCOIN FOR ANY DAMAGE INCURRED, FEES LEVIED ETC. AS A RESULT OF SUCH BREACH. IF YOU FAIL TO COOPERATE IN THE RETURN OF THE FUNDS, INGOTCOIN RETAINS THE RIGHT TO DONATE THE ASSETS TO A CHARITY AT INGOTCOIN’S SOLE DISCRETION.

**NOTICE TO RESIDENTS of Taiwan:**

INGOTCOIN WILL NOT BE AND HAVE NOT BEEN REGISTERED WITH THE FINANCIAL SUPERVISORY COMMISSION OF TAIWAN, THE REPUBLIC OF CHINA (“TAIWAN”) PURSUANT TO THE APPLICABLE SECURITIES LAWS AND REGULATIONS OF TAIWAN. INGOTCOIN MAY NOT BE OFFERED WITHIN TAIWAN THROUGH A PUBLIC OFFERING OR IN CIRCUMSTANCES WHICH CONSTITUTE AN OFFER WITHIN THE MEANING OF THE SECURITIES AND EXCHANGE LAW OF TAIWAN, ONE WHICH WOULD REQUIRE APPROVAL OR REGISTRATION BY/WITH THE FINANCIAL SUPERVISORY COMMISSION OF TAIWAN. No legal or natural person has received authorization to offer or sell INGOTCOIN in Taiwan.

**NOTICE TO RESIDENTS of South Korea:**

The information contained herein is not, and shall under no circumstances be construed as, a public offering of securities in South Korea. INGOTCOIN will not be and have not been registered under the Securities and Exchange Act or any other law and/or regulation applicable. INGOTCOIN may be offered and/or sold directly or indirectly in South Korea with the exception of the case where the applicable laws and regulations of South Korea allow for such an offer or sale. By purchasing INGOTCOIN, You represent that you’re authorized to engage in the purchase of INGOTCOIN pursuant to the applicable laws and regulations of South Korea. FALSE REPRESENTATION WILL LEAD TO YOUR OBLIGATION TO INDEMNIFY INGOTCOIN FOR ANY DAMAGE AND OR FEES INCURRED AS A RESULT OF A BREACH OF THE REGULATIONS IN THIS SECTION.

**NOTICE TO RESIDENTS of any embargo jurisdiction (Iran, Democratic People’s Republic of Korea, Syria, Sudan, and CUBA):**

You are not entitled to partake in the Token Sale and may neither directly nor indirectly purchase INGOTCOIN through any means, be it on the primary or the secondary market. INGOTCOIN will take technical measures to make sure you cannot participate. If you, via

technological and/or other means circumvent INGOTCOIN's check, INGOTCOIN will have fulfilled its duty and will not be liable for breach of any US Embargo Restrictions.

[E-Signature page follows]

**E-SIGNATURE PAGE**

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the date first above written.

- By checking this box and pressing the “I Agree” button, I agree to comply with and be bound by all terms and components of the Agreement. I acknowledge and accept that all purchases of Interests in Tokens from the Company during the Offering are final, and there are no refunds or cancellations except as may be required by applicable law or regulation. I further acknowledge and accept that the Company reserves the right to refuse or cancel Agreements at any time in its sole discretion.

**INGOTCOIN**

**PURCHASER**

By:

By:

Title:

Title:

Email:

Email:

Address:

\_\_\_\_\_  
\_\_\_\_\_

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## Exhibit A

INGOT Coin pre-sale ICO will start on May 1<sup>st</sup>, 2018 and ends on June 30<sup>th</sup>, 2018. INGOT will provide its SAFTS with the below advantages:

| <b>Date</b>          | <b>% Discount</b> |
|----------------------|-------------------|
| 1st May – 31st May   | 35%               |
| 1st June – 30th June | 30%               |



## **EXHIBIT B**

### ❖ Purchase Payment Procedures

Purchasers shall wire transfer the Purchase Amount in U.S. Dollars to the Company's bank account located in Estonia, details of which shall be provided by Company.