

TRAVELCHAIN TRAVELTOKENS SALE AGREEMENT

Last updated: 15.12.2017

1. This Token Sale agreement ('Agreement') forms a legally binding contract between You and the Travelchain Development Pte. Ltd. that is a company incorporated in Singapore, registration number 201735705C, registered at 176 JOO CHIAT ROAD, #02-02, SINGAPORE (427447) (hereinafter the "Company" or "Travelchain") and sets forth general rules and procedure of Travelchain Tokens Sale by the Travelchain and their purchase by the Purchaser. This Agreement is inalienable part of Travelchain General Terms & Conditions of TravelTokens Sale that the Purchaser shall carefully read, understand and irrevocably accept. In terms not regulated by this Agreement (including but not limited to intellectual property rights, dispute resolution etc.), the Travelchain General Terms & Conditions of TravelTokens Sale shall apply to the relationships that arise hereunder.
2. THIS AGREEMENT CERTIFIES THAT You (hereinafter the "Purchaser" or "You") by clicking the button "I agree" on the Website and payment of ETH equal to \$0.0144 USD according to the cost of ETH to the date of the beginning of the Tokens Sale (the "Purchase Amount") on the specific smart-contract address published on the Website and during the Token Sale period (the "Tokens Sale period"), to the Company, shall be entitled to take delivery of certain digital cryptographic tokens (hereinafter the "TravelToken") upon the occurrence of the Company's Tokens Sale, subject to Travelchain General Terms & Conditions of TravelTokens Sale and the provisions set forth below.
3. The definitions set forth herein and mentioned with capital letter shall have the meaning as described in Travelchain General Terms & Conditions of TravelTokens Sale.
4. TravelTokens Sale period is the period of time from 30.11.2017 – 30.12.2017 during which the Company shall deliver to the Purchaser a number of TravelTokens equal to the Purchase Amount paid to the Company by Purchasers in the Tokens Sale (according to the procedures referenced in Travelchain General Terms & Conditions of TravelTokens Sale and this Agreement).
5. TravelTokens are available for purchase to Purchasers who are eligible to enter to this agreement according to the clause 5 of Travelchain General Terms & Conditions of TravelTokens Sale (Purchasers) and clauses 22 and 23 of this Agreement only during a limited Tokens Sale period of time that is defined in the Appendix A of Travelchain General Terms & Conditions of TravelTokens Sale and clause 4 of this Agreement.
6. Travelchain's publication on the Website of an offer to sell TravelTokens to a number of Purchasers (potential Travelchain Token purchasers) is considered a legally binding offer of the Travelchain to sell TravelTokens (hereinafter referred to as the "Offer").
7. The Offer shall be available only at the Website. Any other offers concerning TravelTokens Sale presented on any other websites or internet resources shall be considered null and void and shall not put any obligations upon the Travelchain.
8. The number of TravelTokens offered for sale by the Travelchain is limited, as well as the number of mentioned tokens to be purchased by one Purchaser. Such number of TravelTokens to be sold and available for purchase is defined in the Appendix A of the Travelchain General Terms & Conditions of TravelTokens Sale.
9. Legally binding acceptance of the Offer shall be conducted by a Purchaser by sending the Purchase Amount of ETH on the specific smart-contract address published on the Website and clicking the button "I agree" on the Website in the specific field. By this action the respective Purchaser, agree that he fully read, understood and irrevocably accepted this TravelTokens Sale agreement. From this moment the Offer shall be considered formally accepted by the respective Purchaser.
10. Offer Acceptance shall be deemed irrevocable.

11. The price of one TravelToken is set forth in the amount of ETH equal to \$0.0144 USD according to the cost of ETH to the date of beginning of the Tokens Sale. The payment for TravelTokens can be conducted by Purchasers only in Ethereum (ETH). Travelchain does not accept fiat currency as payment for TravelTokens. In order to buy TravelTokens Purchaser shall convert such funds into Ethereum (ETH). Technically the payment of TravelTokens shall be conducted via Ethereum Smart Contract specified on the Website.
12. To purchase TravelTokens the Purchaser shall only send cryptocurrency funds from his/her personal wallet (hardware wallet) in the amount which is equivalent to the amount of the TravelTokens the Purchaser is willing to receive for such payment. It is prohibited to send cryptocurrency funds to purchase TravelTokens from any cryptocurrency exchanges.
13. Purchaser is not entitled to send any funds to purchase TravelTokens until TravelTokens Sale period has officially begun. Purchaser is not entitled to send any funds to purchase TravelTokens upon ending of the respective TravelTokens Sale.
14. The TravelTokens shall be sent to the Purchaser's personal respective cryptocurrency wallet.
15. To the extent allowable pursuant to Applicable Law, the purchase of the TravelTokens by the Purchaser from the Travelchain is final, and, thus, there are no refunds and/or cancellations.
16. Ownership rights for TravelTokens shall be transferred from the Travelchain to the respective Purchaser upon completion of payment procedure by the Purchaser. However, the right to transfer and exchange TravelTokens is given to Purchaser only after the end of Token Sale Period.
17. The proceeds received by Travelchain from the sale of TravelTokens to Purchaser shall only be deemed as proceeds received from sale of software services, as TravelTokens confer only the right to exchange TravelToken for services on the Platform and which give the Participant the right to store, query and manage encrypted structured data on the Platform.
18. You expressly agree that the TravelTokens are not securities, are not registered with any government entity as the securities, shall not be considered as such, are not intended to be commodity or any other kind of financial instrument, do not represent any share, stake or security or equivalent rights, including, but not limited to, any right to receive future revenue shares and intellectual property rights.
19. By purchase of TravelTokens hereunder the Purchaser represents and warrants that his/her funds in no way came from illegal or unethical sources, that the Purchaser is not using any proceeds of criminal or illegal activity, and that no transaction involving TravelTokens are being used to facilitate any criminal or illegal activity.
20. The Purchaser is obliged to provide valid proves concerning legality of his/her proceeds used to purchase TravelTokens upon Travelchain's request or request of bank institutions or government authorities.
21. By accepting this Agreement and by purchase of the TravelTokens, the Purchaser represents/warrants and accepts that there are certain risks associated with purchase of TravelTokens, holding TravelTokens, and using TravelTokens described in Appendix B of Travelchain General Terms & Conditions of TravelTokens Sale.
22. The United States of America (hereinafter referred to as the "U.S."), Singapore and People's Republic of China (hereinafter referred to as "China" or "Chinese") citizens and residents are not eligible and not allowed to participate in the TravelTokens Sale due to various taxation and regulatory issues. You are only allowed to use the Website and purchase TravelTokens if You are neither a U.S., Singapore or Chinese citizen or permanent resident of the mentioned states, nor You have a primary residence or domicile in the U.S. (including Puerto Rico, the U.S. Virgin Islands, and any other possessions of the U.S.), Singapore or China. In order to buy TravelTokens and by buying them You covenant, represent, and warrant that none of the owners of the company, of which You are an authorized officer, are U.S., Singapore, or Chinese citizen or permanent resident, nor You have a primary residence or domicile in the United States (including Puerto Rico, the US Virgin Islands, and any other possessions of the U.S.) or Singapore, or China. Should this change at any time, You shall immediately notify us. You also represent and warrant that You are not a citizen or resident of a geographic area in which access to or use of the cryptocurrency or Tokens is

prohibited by applicable law, decree, regulation, treaty, or administrative act. We shall reserve the right to refuse selling TravelTokens to anyone who does not meet the criteria set forth above.

23. The Purchaser is only allowed to purchase TravelTokens if and by buying TravelTokens he (or she) covenants, represents, and warrants that he (or she) (under the Applicable Law and law of the country of Participant's residence):

- 1) is of an age of majority to enter into this Agreement (at least 18 years of age), meets all other eligibility and residency requirements, and is fully able and legally competent to purchase TravelTokens, enter into agreement with the Travelchain and in doing so will not violate any other agreement to which he (or she) is a party;
- 2) if he (or she) is a corporation, governmental organization or other legal entity, he/she has the right, power and authority to enter into this agreement on behalf of the corporation, governmental organization or other legal entity and bind them to these Terms;
- 3) will not be using the TravelTokens for any illegal activity, including but not limited to money laundering and the financing of terrorism;

24. TRAVELTOKENS ARE TO BE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THE PURCHASER ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO BUYING OF ANY AMOUNT OF THE TRAVELTOKENS AND THEIR USE. THE PURCHASER HEREBY EXPRESSLY AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, THE TRAVELCHAIN DOES NOT ACCEPT ANY LIABILITY FOR ANY DAMAGE OR LOSS, INCLUDING LOSS OF BUSINESS, REVENUE, OR PROFITS, OR LOSS OF OR DAMAGE TO DATA, EQUIPMENT, OR SOFTWARE (DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHERWISE), RESULTING FROM ANY USE OF, OR INABILITY TO USE THE WEBSITE OR THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR CONTENT ON THE WEBSITE, AS WELL AS FROM PURCHASING OF THE TRAVELTOKENS, REGARDLESS OF THE BASIS, UPON WHICH THE LIABILITY IS CLAIMED AND EVEN IF THE TRAVELCHAIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PURCHASER UNDERSTANDS AND AGREES THAT THE TRAVELCHAIN SHALL NOT BE HELD LIABLE TO AND SHALL NOT ACCEPT ANY LIABILITY, OBLIGATION OR RESPONSIBILITY WHATSOEVER FOR ANY CHANGE OF THE VALUE OF THE TRAVELTOKENS. THE PURCHASER UNDERSTANDS AND EXPRESSLY AGREES THAT THE TRAVELCHAIN SHALL NOT GUARANTEE IN ANY WAY THAT THE TRAVELTOKENS MIGHT BE SOLD OR TRANSFERRED DURING OR AFTER THE TRAVELCHAIN TOKENS SALE. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO THE PURCHASER, THE LIMITATIONS WILL APPLY TO THE PURCHASER ONLY TO THE EXTENT PERMITTED BY THE APPLICABLE LAW. THE PURCHASER UNDERSTANDS AND AGREES THAT IT IS HIS/HER OBLIGATION TO ENSURE COMPLIANCE WITH ANY LEGISLATION RELEVANT TO HIS/HER COUNTRY OF DOMICILE CONCERNING PURCHASING OF THE TRAVELTOKENS. PURCHASING OF THE TRAVELTOKENS BY THE PURCHASER IN NO WAY CREATES ANY EXCLUSIVE RELATIONSHIP BETWEEN THE PURCHASER AND THE TRAVELCHAIN, NOR ANY PARTNERSHIP, JOINT VENTURE, EMPLOYMENT OR AGENCY.