

SWAPBLOCKS, INC.

COIN PURCHASE AGREEMENT

This Coin Purchase Agreement (this “*Agreement*”) is made as of May 22, 2019 by and among Swapblocks, Inc., a Delaware corporation (“*Swapblocks*” or the “*Company*”) and the purchasers listed on Exhibit A attached to this Agreement (each a “*Purchaser*” and collectively the “*Purchasers*”), pursuant to which each Purchaser will acquire cryptocurrency coins distributed on the proprietary Swapblocks blockchain (the “*Coins*”).

PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY.

IMPORTANT INFORMATION:

1. NO PROHIBITED PURCHASERS: COINS ARE NOT BEING OFFERED OR DISTRIBUTED TO PROHIBITED PERSONS (AS DEFINED BELOW). IF YOU ARE A CITIZEN, RESIDENT OF, OR A PERSON LOCATED OR DOMICILED IN ANY COUNTRY WHERE SECURITY COIN SALES HAVE BEEN BANNED OR ARE BANNED DURING THE TERM OF THIS AGREEMENT, OR ANY ENTITY, INCLUDING, WITHOUT LIMITATION, ANY CORPORATION OR PARTNERSHIP CREATED OR ORGANIZED IN OR UNDER THE LAWS OF ANY COUNTRY WHERE SECURITY COIN SALES HAVE BEEN BANNED OR ARE BANNED DURING THE TERM OF THIS AGREEMENT OR ANY PROVINCE THEREOF (A “*PROHIBITED PERSON*”), DO NOT PURCHASE OR ATTEMPT TO PURCHASE COINS.
2. THE PURCHASE OF COINS IS NON-REFUNDABLE AND PURCHASES CANNOT BE CANCELLED.
3. PURCHASER MAY LOSE ALL AMOUNTS PAID AND COINS MAY HAVE NO VALUE.
4. THE COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL SECURITY COIN PURCHASE REQUESTS AT ANY TIME IN ITS SOLE DISCRETION.
5. PURCHASERS WHO PURCHASE EARLIER THAN YOU MAY RECEIVE MORE COINS FOR THE SAME AMOUNT PAID.

RECITALS

WHEREAS, Swapblocks is developing software (the “*Swapblocks Software*”) as further described in the technical white paper entitled “*A Cost Saving Blockchain Protocol for Asset Issuance & Exchange*” dated May 21, 2018 (as it may be amended from time to time, the “*White Paper*”), a copy of which is attached hereto as Exhibit B; and

WHEREAS, in order to finance and facilitate the development and launch of a proprietary public blockchain protocol adopting the Swapblocks Software (the “*Swapblocks Network*”), Swapblocks is offering for sale Coins with a maximum aggregate purchase price of \$1,000,000;

NOW, THEREFORE, the parties hereby agree as follows:

1. PURCHASE AND SALE OF COINS.

1.1 Sale and Issuance of Coins. Subject to the terms and conditions of this Agreement, each Purchaser agrees to purchase at the Closing and the Company agrees to sell to each Purchaser at the Closing that number of Coins set forth opposite each Purchaser's name on Exhibit A at a purchase price of either (a) for Purchasers collectively acquiring up to a maximum of one (1) million in the aggregate during the early contributor pre-sale period ending on August 10, 2018, **\$0.05** per Coin, or (b) for Purchasers acquiring Coins in a main pre-sale period beginning on August 11, 2018, **\$0.10** per Coin (as applicable, the "**Price**").

1.2 Closing: Additional Closings.

1.2.1 The purchase and sale of the Coins shall take place remotely via the exchange of documents and signatures on the Purchase Date set forth opposite each Purchaser's name on Exhibit A or at such other time and place as the Company and the Purchaser acquiring Coins may mutually agree upon, orally or in writing (each such time and place, a "**Closing**").

1.2.2 At any time and from time to time during the ninety (90) day period immediately following the initial Closing hereunder (the "**Additional Closing Period**"), the Company may, at one or more additional closings (each an "**Additional Closing**"), without obtaining the signature, consent or permission of any of the Purchasers, offer and sell to other Purchasers (the "**New Purchasers**"), at the applicable Price per Coin, up to a number of Coins with an aggregate purchase price equal to One Million Dollars (\$1,000,000) less the aggregate purchase price of Coins previously sold by the Company hereunder. New Purchasers may include persons or entities who are already Purchasers under this Agreement. The Company and the New Purchasers purchasing Coins at each Additional Closing will execute counterpart signature pages to this Agreement, and such New Purchasers will, upon delivery to the Company of such signature pages, become parties to, and bound by, this Agreement, each to the same extent as if they had been Purchasers at the initial Closing. The Company shall update Exhibit A hereto to reflect the addition of New Purchasers.

1.3 Information Rights of Purchasers. The Company will use commercially reasonable efforts to provide to each Purchaser in a reasonable timeframe and from time to time updates regarding the proposed launch of the Swapblocks Network as well as any material changes to the proposed creation and sale of the SBX Coins (as defined below).

2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. The Company hereby represents and warrants to each Purchaser that, except as set forth on the Disclosure Schedule attached as Exhibit C to this Agreement (the "**Disclosure Schedule**"), if any, which exceptions shall be deemed to be part of the representations and warranties made hereunder, the

following representations are true and complete as of the date of each Closing, except as otherwise indicated:

2.1 Organization, Good Standing, Corporate Power and Qualification.

The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of North Carolina and has all corporate power and corporate authority required (a) to carry on its business as presently conducted and as presently proposed to be conducted and (b) to execute, deliver and perform its obligations under this Agreement. The Company is duly qualified to transact business as a foreign corporation is in good standing under the laws of each jurisdiction in which the failure to so qualify would have a material adverse effect on the business, assets (including intangible assets), liabilities, financial condition, property, or results of operations of the Company (a “*Material Adverse Effect*”).

2.2 Subsidiaries. The Company does not currently own or control, directly or indirectly, any interest in any other corporation, partnership, trust, joint venture, limited liability company, association, or other business entity. The Company is not a participant in any joint venture, partnership or similar arrangement.

2.3 Authorization. All corporate action has been taken, or will be taken prior to the Closing, on the part of the Board and shareholders that is necessary for the authorization, execution and delivery of this Agreement by the Company and the performance by the Company of the obligations to be performed by the Company as of the date hereof under this Agreement. This Agreement, when executed and delivered by the Company, shall constitute valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors’ rights generally, or (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

2.4 Securities Law Compliance. Based in part on the accuracy of the representations of the Purchasers in Section 3 of this Agreement and subject to filings pursuant to Regulation D of the Securities Act of 1933 (the “Securities Act”), as amended, and applicable state securities laws, the offer, sale and issuance of the Coins to be issued pursuant to and in conformity with the terms of this Agreement will be in compliance with all applicable federal and state securities laws.

2.5 Litigation. There is no pending action, suit, proceeding, arbitration, mediation, complaint, claim, charge or investigation before any court, arbitrator, mediator or governmental body, or to the Company’s knowledge, currently threatened in writing (a) against the Company or (b) against any consultant, officer, director or key employee of the Company arising out of his or her consulting, employment or board relationship with the Company or that could otherwise materially impact the Company.

2.6 Intellectual Property. The Company owns or possesses sufficient legal rights to all Intellectual Property (as defined below) that is necessary to the conduct of the Company’s business as now conducted and as presently proposed to be conducted (the

“*Company Intellectual Property*”) without any violation or infringement (or in the case of third-party patents, patent applications, trademarks, trademark applications, service marks, or service mark applications, without any violation or infringement known to the Company) of the rights of others. No product or service marketed or sold (or proposed to be marketed or sold) by the Company violates or will violate any license or infringes or will infringe any rights to any patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, trade secrets, licenses, domain names, mask works, information and proprietary rights and processes (collectively, “*Intellectual Property*”) of any other party, except that with respect to third-party patents, patent applications, trademarks, trademark applications, service marks, or service mark applications the foregoing representation is made to the Company’s knowledge only. Other than with respect to commercially available software products under standard end-user object code license agreements, there is no outstanding option, license, agreement, claim, encumbrance or shared ownership interest of any kind relating to the Company Intellectual Property, nor is the Company bound by or a party to any options, licenses or agreements of any kind with respect to the Intellectual Property of any other person. The Company has not received any written communications alleging that the Company has violated or, by conducting its business, would violate any of the Intellectual Property of any other person.

2.7 Employee and Consultant Matters. Each current and former employee, consultant and officer of the Company has executed an agreement with the Company regarding confidentiality and proprietary information substantially in the form or forms delivered to the counsel for the Purchasers. No current or former employee or consultant has excluded works or inventions from his or her assignment of inventions pursuant to such agreement. To the Company’s knowledge, no such employees or consultants is in violation thereof. To the Company’s knowledge, none of its employees is obligated under any judgment, decree, contract, covenant or agreement that would materially interfere with such employee’s ability to promote the interest of the Company or that would interfere with such employee’s ability to promote the interests of the Company or that would conflict with the Company’s business.

2.8 Compliance with Other Instruments. The Company is not in violation or default (a) of any provisions of the Charter or Bylaws, (b) of any judgment, order, writ or decree of any court or governmental entity, (c) under any material agreement, instrument, contract, lease, note, indenture, mortgage or purchase order to which it is a party, or, (d) to its knowledge, of any material provision of federal or state statute, rule or regulation applicable to the Company. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not result in any such violation or default, or constitute, with or without the passage of time and giving of notice, either (i) a default under any such judgment, order, writ, decree, agreement, instrument, contract, lease, note, indenture, mortgage or purchase order or (ii) an event which results in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, forfeiture, or nonrenewal of any material permit or license applicable to the Company.

2.9 Title to Property and Assets. The Company owns its properties and assets free and clear of all mortgages, deeds of trust, liens, encumbrances and security interests except for statutory liens for the payment of current taxes that are not yet delinquent and liens,

encumbrances and security interests which arise in the ordinary course of business and which do not affect material properties and assets of the Company. With respect to the property and assets it leases, the Company is in material compliance with each such lease.

3. REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS. Each Purchaser hereby represents and warrants to the Company, severally and not jointly, as follows:

3.1 Authorization. The Purchaser has full power and authority to enter into the Transaction Agreements. The Transaction Agreements to which such Purchaser is a party, when executed and delivered by the Purchaser, will constitute valid and legally binding obligations of the Purchaser, enforceable in accordance with their terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (b) the effect of rules of law governing the availability of equitable remedies.

3.2 Purchase Entirely for Own Account. This Agreement is made with the Purchaser in reliance upon the Purchaser's representation to the Company, which by the Purchaser's execution of this Agreement, the Purchaser hereby confirms, that the Coins to be acquired by the Purchaser will be acquired for investment for the Purchaser's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, the Purchaser further represents that the Purchaser does not presently have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to any of the Coins. The Purchaser has not been formed for the specific purpose of acquiring the Coins.

3.3 Disclosure of Information. The Purchaser has had an opportunity to discuss the Company's business, management, financial affairs and the terms and conditions of the offering of the Coins with the Company's management. Nothing in this Section 3, including the foregoing sentence, limits or modifies the representations and warranties of the Company in Section 2 of this Agreement or the right of the Purchasers to rely thereon.

3.4 Restricted Securities. The Purchaser understands that the Coins have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Purchaser's representations as expressed herein. The Purchaser understands that the Coins are "restricted securities" under applicable United States federal and state securities laws and that, pursuant to these laws, the Purchaser must hold the Coins indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities or an exemption from such registration and qualification requirements is available. The Purchaser acknowledges that the Company has no obligation to register or qualify the Coins for resale. The Purchaser further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various

requirements including, but not limited to, the time and manner of sale, the holding period for the Coins, and on requirements relating to the Company which are outside of the Purchaser's control, and which the Company is under no obligation and may not be able to satisfy.

3.5 No Public Market. The Purchaser understands that no public market now exists for the Coins, and that the Company has made no assurances that a public market will ever exist for the Coins.

3.6 Accredited and Sophisticated Investor. The Purchaser is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. The Purchaser is an investor in securities of companies in the development stage and acknowledges that Purchaser is able to fend for itself, can bear the economic risk of its investment, and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Coins. If other than an individual, Purchaser also represents it has not been organized for the purpose of acquiring the Coins.

3.7 No General Solicitation. Neither the Purchaser nor any of its officers, directors, employees, agents, shareholders or partners has either directly or indirectly, including through a broker or finder (a) engaged in any general solicitation with respect to the offer and sale of the Coins, or (b) published any advertisement in connection with the offer and sale of the Coins.

3.8 Exculpation Among Purchasers. The Purchaser acknowledges that it is not relying upon any person, other than the Company and its officers and directors, in making its investment or decision to invest in the Company. The Purchaser agrees that neither any Purchaser nor the respective controlling persons, officers, directors, partners, agents, or employees of any Purchaser shall be liable to any other Purchaser for any action heretofore taken or omitted to be taken by any of them in connection with the purchase of the Coins.

3.9 Residence. If the Purchaser is an individual, then the Purchaser resides in the state identified in the address of the Purchaser set forth on Exhibit A; if the Purchaser is a partnership, corporation, limited liability company or other entity, then the office or offices of the Purchaser in which its principal place of business is identified in the address or addresses of the Purchaser set forth on Exhibit A.

3.10 Foreign Investors. If the Purchaser is not a United States person (as defined by Section 7701(a)(30) of the U.S. Internal Revenue Code of 1986, as amended), the Purchaser hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Coins or any use of this Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Coins, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Coins. The Purchaser's subscription and payment for and continued beneficial ownership

of the Coins will not violate any applicable securities or other laws of the Purchaser's jurisdiction

3.11 Anti AML/KYC. The amounts invested by Purchaser were not and are not, directly or indirectly, derived from any activities that contravene federal, state or international laws and regulations, including anti-money laundering laws and regulations. Purchaser acknowledges that any investment made in connection with this Agreement are subject to and conditioned upon the Company's review and approval of the Purchaser in accordance with the Company's AML/KYC Policy, a form of which is attached hereto as Exhibit D, as well as any screening conducted by the Company (or the Company's third-party providers) for prohibited transactions in accordance with federal regulations and Executive Orders administered by the Office of Foreign Assets Control ("OFAC"). The lists of the OFAC-prohibited countries, territories, individuals and entities can be found on the OFAC website at <http://www.treas.gov/ofac>. In addition, the programs administered by the OFAC (the "OFAC Programs") prohibit dealing with individuals or entities in certain countries, regardless of whether such individuals or entities appear on any OFAC list, whereby Purchaser further represents and warrants the following:

3.11.1 Neither: (1) Purchaser; (2) any person controlling or controlled by Purchaser; (3) if Purchaser is a privately-held entity, any person having a beneficial interest in Purchaser; or (4) any person for whom Purchaser is acting as agent or nominee in connection with this Agreement is a country, territory, entity or individual named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Purchaser agrees to promptly notify the Company should Purchaser become aware of any change in the information set forth in any of these representations. Purchaser is hereby advised that, by law, the Company may be obligated to "freeze the account" of any investor, either by prohibiting additional investments from it, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and that the Company may also be required to report such action and to disclose such Purchaser's identity to the OFAC;

3.11.2 None of: (1) Purchaser; (2) any person controlling or controlled by Purchaser; (3) if Purchaser is a privately-held entity, any person having a beneficial interest in Purchaser; or (4) any person for whom Purchaser is acting as agent or nominee in connection with this investment is a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure, as such terms may be defined in the AML/KYC Policy; and

3.11.3 if Purchaser is affiliated with a non-U.S. banking institution (a "Foreign Bank"), or if Purchaser receives deposits from, make payments on behalf of, or handle other financial transactions related to a Foreign Bank, Purchaser represents and warrants to the Company that: (1) the Foreign Bank has a fixed address, and not solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct its banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

3.12 Bad Actor. None of the Purchaser, its principals or its affiliates (each a “*Purchaser Party*”) meet any of the disqualifying criteria described in Rule 506(d)(1)(i) through (viii) promulgated under the Securities Act (each a “*Rule 506 Disqualification*”).

4. EVENTS.

4.1 Definitions.

4.1.1 “*Change of Control*” means (i) a transaction or series of related transactions in which any “person” or “group” (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company’s board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

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

4.1.3 “*Qualifying Coin Sale*” means the issuance by the Company or a subsidiary or affiliate thereof of cryptocurrency coins distributed on the Swapblocks Network, which, upon the advice of counsel to the Company are deemed to be non-security utility coins (“*SBX Coins*”), in a public sale with aggregate gross proceeds to the Company (or its subsidiary or affiliate) of at least \$1,000,000.

4.2 Qualifying Coin Sale.

4.2.1 If there is a Qualifying Coin Sale before the expiration or termination of this Agreement, the Company will automatically convert each then-outstanding Coin into one (1) SBX Coin without any further required action or consent of Purchaser or the Company.

4.2.2 Following a Qualifying Coin Sale and a resulting conversion of Coins into SBX Coins, all holders of SBX Coins shall have the right to vote, as a single class and based on the number of SBX Coins held, for the sole purpose of electing delegate nodes on the Swapblocks Network.

4.3 Change of Control.

4.3.1 If there is a Change of Control before the expiration or termination of this Agreement, each Purchaser will, at its option, either (a) receive a cash payment equal to the total Price paid by such Purchaser for its Coins (subject to the following paragraph) (the “**Purchase Amount**”), or (b) if the resulting or acquiring entity in the Change in Control transaction elects to maintain the existence of the Coins in substantially the form initially purchased by the Purchaser, retain its Coins as they existed immediately prior to the Change in Control.

4.3.2 In connection with Section 4.3.1, the cash payment will be due and payable by the Company to the Purchaser immediately prior to, or concurrent with, the consummation of the Change of Control. If there are not enough funds to pay the Purchaser and holders of other Coins electing to receive a cash payment (collectively, the “**Cash-Out Purchasers**”) in full, then all of the Company’s available funds will be distributed with equal priority and pro rata among the Cash-Out Purchasers in proportion to their Purchase Amounts.

4.4 Dissolution Event. If there is a Dissolution Event before this Agreement expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event. The Purchase Amount will be paid prior and in preference to any Distribution of any of the assets of the Company to holders of the Company’s outstanding capital stock by reason of their ownership thereof. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Purchasers (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 entire 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 pursuant to this Section 4.4.

4.5 Termination. This Agreement will expire and terminate (without relieving either party of any obligations arising from a prior breach of or non-compliance with this Agreement) upon either (a) the issuance of SBX Coins to the Purchaser pursuant to Section 4.2; or (b) the payment, or setting aside for payment, of amounts due the Purchaser pursuant to Section 4.3 or Section 4.4.

5. PURCHASER ACKNOWLEDGEMENTS. Purchaser has carefully reviewed, acknowledges, understands and assumes the following information and risks, as well as all other risks associated with the Coins (including those not discussed herein), all of which could render the Coins worthless or of little value:

5.1 Disclosure Notebook. Purchaser has received, read and understands the Company’s Disclosure Notebook dated as of August 10, 2018, and the risks and information described therein.

5.2 White Paper. Purchaser has received, read and understands the White Paper and its contents.

5.3 AML/KYC Policy. Purchaser has received, read and understands the AML/KYC Policy and its contents.

5.4 Basis for Purchase. Purchasing Coins is at Purchaser's sole risk and the Coins are each provided, used and acquired on an "AS IS" and on an "AS AVAILABLE" basis without representations, warranties, promises or guarantees whatsoever of any kind by Company. Purchaser must rely on its own examination and investigation thereof.

5.5 Coins Are Not Stock. The Purchasers are not and will not be entitled, to vote or be deemed the holder of capital stock of the Company for any purpose, nor will anything be construed to confer on the Purchasers 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.

5.6 No Rights, Functionality or Features. Coins have no rights, uses, purpose, attributes, functionalities or features, express or implied, outside the development and launch of the Swapblocks Network (the "**Project**").

5.7 Project. Coins may not be usable on the Project and do not entitle Purchaser to anything with respect to the Project.

5.8 Purchase Price Risk. There are no guarantees as to the price of Coins purchased by Purchaser and no guarantees that the price per Coin determined by the market will be equal to or higher. There is the possibility that the price per Coin may fall below the price paid by initial Purchasers of Coins during the initial distribution period. Company reserves the right to change the duration of any timeframe for the distribution of Coins.

5.9 Operational Error. Purchaser may never receive Coins and may lose the entire amount Purchaser paid to Company for such Coins as a result of interruptions and operational errors in the process of purchasing or receiving the Coins.

5.10 Ability to Transact or Resell. Purchaser may be unable to sell or otherwise transact in Coins at any time, or for the price Purchaser paid due to (a) diminution in value of the Coins; (b) lack of liquidity for the Coins; or (c) the Company imposing restrictions on the transferability of the Coins.

5.11 Coin Security. Coins may be subject to expropriation and/or theft. Hackers or other malicious groups or organizations may attempt to interfere with the Coins in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing.

5.12 Access to Private Keys. Coins purchased by Purchaser may be held by Purchaser in Purchaser's digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with Purchaser's digital wallet or vault storing Coins may result in loss of such Coins, access to Purchaser's Coin

balance or any balances in blockchains created by third parties. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service Purchaser uses, may be able to misappropriate Purchaser's Coins. The Company is not responsible for any such losses.

5.13 New Technology. The Project and all of the matters set forth in the White Paper are new and untested. The Project might not be capable of completion, implementation or adoption. Even if the Project is completed, implemented and adopted, it might not function as intended. Also, technology is changing rapidly, so the Coins and the Project may become outdated.

5.14 Tax Consequences. The purchase and receipt of Coins may have tax consequences for Purchaser. Purchaser is solely responsible for Purchaser's compliance with Purchaser's tax obligations.

5.15 Reliance on Third-Parties. Even if completed, the Project may rely, in whole or partly, on third parties to adopt and implement it and to continue to develop, supply, and otherwise support it. There is no assurance or guarantee that those third parties will complete their work, properly carry out their obligations, or otherwise meet the Company's or the Project's requirements, all of which may have a material adverse effect on the Project.

5.16 Exchange & Counterparty Risks. If Purchaser chooses to maintain or hold Coins through a third party, Purchaser's Coins may be stolen or lost. Purchaser holds Coins through a third party at Purchaser's own and sole risk.

5.17 Changes to the Project. The Project is still under development and may undergo significant changes over time. Although Company intends for the Project to have the features and specifications set forth in the White Paper, Company may make changes to such features and specifications for any number of reasons, any of which may mean that the Project does not meet Purchaser's expectations. As a result: (a) the Project may never be completed; (b) the Project may not be completed as initially proposed by Company, and in a different or modified form; (c) a blockchain utilizing or adopting features of the Project may never be launched; and (d) a blockchain may never be launched with or without changes to the Project.

5.18 Project Completion. The development of the Project may be abandoned for a number of reasons, including, but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.

5.19 Lack of Interest. Even if the Project is finished, launched and adopted, the ongoing success of the Project relies on the interest and participation of third parties. There can be no assurance or guarantee that there will be sufficient interest or participation in the Project.

5.20 Uncertain Regulatory Framework. The regulatory status of cryptographic coins, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities may regulate such

technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations or rules that may affect cryptographic coins, digital assets, blockchain technology and its applications. Such changes could negatively impact Coins in various ways, including, for example, through a determination that Coins are regulated financial instruments that require registration. The Company may cease the distribution of Coins, the development of the Project or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

5.21 Risk of Government Action. The industry in which Company operates is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of Company or pursue enforcement actions against Company. Such governmental activities may or may not be the result of targeting Company in particular. All of this may subject Company to judgments, settlements, fines or penalties, or cause Company to restructure its operations and activities or to cease offering certain products or services, all of which could harm Company's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the Coins or the development of the Project.

5.22 No Claim, Loan or Ownership Interest. The purchase of Coins: (a) shall not provide Purchaser with rights of any form with respect to Company or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights; (b) shall not be deemed to be a loan to the Company; and (c) shall not provide Purchaser with any capital or other form of ownership or other interest in Company.

5.23 Intellectual Property. The Company shall retain all right, title and interest in all of Company's intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. Purchaser shall not use any of the Company's intellectual property for any reason without the Company's prior written consent.

6. GENERAL PROVISIONS.

6.1 Purchaser Covenants. In the event that any Purchaser Party becomes subject to a Rule 506 Disqualification after the date hereof, the applicable Purchaser shall notify the Company in writing of such Rule 506 Disqualification (including the material facts related thereto) as promptly as practicable, and in no event later than five (5) business days after such Purchaser's discovery of such Rule 506 Disqualification. To the extent that the Company's Board of Directors, with the advice of legal counsel, determines that such Rule 506 Disqualification may result in the Company's ineligibility to rely on the exemption from registration provided by Rule 506 promulgated under the Securities Act, such Purchaser agrees to take any and all actions reasonably requested by the Company to restore such eligibility. At any time or from time to time after the date hereof, such Purchaser agrees to cooperate with the Company, and at the request of the Company, to execute and deliver any further instruments or

documents and to take all such further action as the Company may reasonably request in order to evidence that no Purchaser Party is subject to a Rule 506 Disqualification such that the Company may be ineligible to rely on the exemption provided by Rule 506. The covenants contained in this Section 6.1 shall continue in full force and effect until such time as no Purchaser Party is the legal or beneficial owner of any Coins.

6.2 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

6.3 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina, regardless of the laws that might otherwise govern under applicable principles of conflicts of law.

6.4 Counterparts; Facsimile. This Agreement may be executed and delivered by facsimile or emailed .pdf signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.5 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

6.6 Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, (b) when sent, if sent by facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page or Exhibit A, or to such address or facsimile number as subsequently modified by written notice given in accordance with this Section 6.6. If notice is given to the Company, it shall be sent to Swapblocks, Inc., 2125 Southend Dr. Apt 405, Charlotte, NC 28203, Attention: CTO; and a copy (which shall not constitute notice) shall also be sent to Fourscore Business Law, 16 West Martin St., Suite 1104, Raleigh, NC 27601, Attn.: Jesse Jones, Esq., and jesse@fourscorelaw.com.

6.7 No Finder's Fees. Each party represents that it neither is nor will be obligated for any finder's fee or commission in connection with this transaction. Each Purchaser agrees to indemnify and to hold harmless the Company from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of this transaction (and the costs and expenses of defending against such liability or asserted liability) for which each

Purchaser or any of its officers, employees, or representatives is responsible. The Company agrees to indemnify and hold harmless each Purchaser from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of this transaction (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees or representatives is responsible.

6.8 Attorneys' Fees. If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of any of the Transaction Agreements, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled. Each party shall pay all costs and expenses that it incurs with respect to the negotiation, execution, delivery and performance of the Agreement.

6.9 Amendments and Waivers. Except as specified in Section 1.2.2, any term of this Agreement may be amended, terminated or waived only with the written consent of the Company and the holders of a majority of the then-outstanding Coins. Any amendment or waiver effected in accordance with this Section 6.9 shall be binding upon the Purchasers and each transferee of the Coins, and the Company.

6.10 Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

6.11 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

6.12 Entire Agreement. This Agreement (including the Exhibits hereto) constitutes the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties are expressly canceled.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Coin Purchase Agreement as of the date first written above.

COMPANY:

SWAPBLOCKS, INC.

By:

Name: Lance Rogers

Title: Chief Technology Officer

PURCHASER:

Name:

Address:

Email: _____

EXHIBIT

Schedule of Purchasers

Name and Address of Purchaser	Coins Purchased	Price Per Coin	Total Purchase Price	Purchase Date
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TOTALS:

EXHIBIT B

White Paper

EXHIBIT C

Disclosure Schedule

EXHIBIT D

AML/KYC Policy