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TERMS OF TOKEN CROWDSALE

<u>RECITALS</u>

</div>

WHEREAS, the Company is developing a blockchain-based travel accommodation marketplace (the "**Ecosystem**"), as more fully described in <u>Exhibit A</u> hereto;

WHEREAS, the Company is creating digital tokens ("**Tokens**") intended to act as tokens of utility designed to enable a robust Ecosystem [among travelers, rental-property owners and hotels] to emerge, as more fully described in <u>Exhibit A</u>;

WHEREAS, the Company intends to conduct a sale of the Tokens (the "**Crowdsale**") during the period beginning at 6:00 am GMT on November 1, 2018 ("**Crowdsale Start Date**") and ending at 23:59 GMT on January 15, 2019 (the "**Crowdsale End Date**");

WHEREAS, the Crowdsale Start Date and the Crowdsale End Date are subject to change based on demand for the Tokens and other market variables;

WHEREAS, the Company intends to conduct two phases of the Token Crowdsale (collectively, the Phase 1 Sale, and together with Phase 2 Sale, the "**Token Sale**") beginning at 6:00 am GMT on October 15, 2018 and ending on the Crowdsale End Date or when the total Committed Purchase Quantity (as defined below) reaches five-hundred million (510,000,000) Tokens (the "**Maximum Token Threshold**"), whichever is earlier;

WHEREAS, the Company intends to create a total of one billion (1,000,000,000) Tokens, make fifty-one percent (51%) of the Maximum Token Threshold, or five-hundred ten million (510,000,000) Tokens, available for sale in the Token Sale (including the Phase 1 and Phase 2 of the Crowdsale), as more fully described in Section 2 below and <u>Exhibit A</u> hereto; and

WHEREAS, Purchaser wishes to purchase and Company wishes to sell Tokens to Purchaser, all on the terms and conditions set forth below;

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<u>AGREEMENT</u>

</div>

NOW, THEREFORE, for good and valid consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1.   **<u>Purchase and Sale of Tokens.</u>** Subject to the terms and conditions of this Agreement, Purchaser agrees to purchase from the Company, and Company agrees to sell to Purchaser, Tokens as follows:

(a)   **Price; Payment Currencies; Exchange Rates.** The U.S. Dollar ("**USD**") price per Token is $0.22 ("**Price Per Token**"). While the Price Per Token is set in USD, Purchaser

may pay for Tokens in either Ether ("**ETH**"), Bitcoin ("**BTC**"), Bitcoin Cash ("**BCH**"), Ripple ("**XRP**"), Zcash ("**ZEC**"), Eosio ("**EOS**"), Monero ("**XMR**"), **USD**, **GBP**, or **EUR** (each, a "**Payment Currency**"). In order to calculate the Purchase Price (as defined below), the exchange rates will be sourced from cryptocompare.com at the time of purchase on Nitecrawler.com.

   (b) **Minimum Purchase Amounts.** Purchaser may purchase a minimum amount of Tokens equal to or greater than $100 USD worth of Tokens.

   (c) **Committed Purchase Quantity.** PURCHASER DESIRES TO PURCHASE AN AMOUNT OF TOKENS TO BE DETERMINED BY THE PUCHASER ON NITECRAWLER.COM.

   (d) **Purchase Price.** The "**Purchase Price**" in the selected Payment Currency is equal to the Committed Purchase Quantity times the Price Per Token divided by the applicable Exchange Rate selected by Purchaser above. Purchaser agrees to send Company the Purchase Price

Provided that Purchaser sends Company the above Purchase Price, Purchaser will be entitled to the Committed Purchase Quantity of Tokens indicated in Section 1(c) above.

(e) **Possible Bonus Token Amount.** According to the Bonus Schedule outlined in Exhibit B, Purchaser may be eligible to receive a bonus amount of tokens as follows.

(f) **Binding Purchase Commitment.** Purchaser acknowledges and agrees that Purchaser's execution of this Agreement constitutes a binding obligation to purchase the Committed Purchase Quantity and to pay the full Purchase Price therefor, subject only to the Post-Crowdsale Allocation Process set forth in Section 2 below (as a result of which Purchaser may receive less than the Committed Purchase Quantity and be refunded a pro rata portion of the Purchase Price, as set forth in Section 2).

(g) **Payment of Purchase Price.** Purchaser must pay the Purchase Price by sending the correct quantity of USD, BTC or ETH (but not a combination of any of the Payment Currencies) to the unique address provided to Purchaser by Company on Nitecrawler.com.

2. Reservation of Tokens for Crowdsale; Post-Crowdsale Allocation Process; Refunds.

(a) **510 Million Tokens Reserved for Crowdsale.** The number of Tokens to be sold in the Crowdsale, as more fully described in Exhibit B.

(b) **Delivery of Tokens.** Provided that Purchaser has provided a Token Receipt Address (as defined below), Company will deliver the quantity of Tokens purchased by Purchaser (as adjusted pursuant to Section 2(b)) within sixty (60) days of the Crowdsale End Date; provided, however, that the Company reserves the right to extend the Token delivery deadline for up to two (2) additional weeks if necessary to address any unanticipated technical difficulties or demand. For the avoidance of doubt, any such extension shall not affect the obligation of the Company and the Purchaser to make and take delivery, respectively, of the Tokens purchased in the Private Sale.

3. Purpose and Use of Tokens in the Ecosystem; Possible Migration of Tokens.

(a) The purpose of the Tokens is to facilitate the booking of and payment for travel accommodations (the "**Services**") in the Ecosystem. Additional information regarding the Ecosystem, the Services, and the Company is summarized in Exhibit A and further described in the Whitepaper available at nitecrawler.com (the "**Whitepaper**").

(b) While the Company is developing certain applications and software for use in the Ecosystem, Company does not operate or control the Ecosystem. Company is not responsible or liable for the Ecosystem or any third-party uses of the Ecosystem.

(c) Purchase, ownership, receipt, or possession of Tokens carries no rights, express or implied, other than the right to use Tokens as a means to enable usage of and interaction with Services enabled by the Ecosystem, if successfully completed and

deployed. In particular, Purchaser understands and accepts that Tokens do not represent or confer any ownership right or stake, share, security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the Ecosystem and/or Company and its corporate affiliates, other than any rights relating to the provision and receipt of Services in the Ecosystem, subject to limitations and conditions in this Agreement. The Tokens are not intended to be a digital currency, security, commodity, or any kind of financial instrument.

(d)   Company reserves the right to migrate the ERC-20 Tokens to another protocol in the future should the Company determine, in its reasonable discretion, that doing so is necessary or useful to the operation of the Ecosystem.

4.   Scope.

(a)   Unless otherwise stated herein, this Agreement only governs the Purchaser's purchase of Tokens from Company during the Private Sale.

(b)   Should the Purchaser choose to participate in the Crowdsale, Purchaser acknowledges and agrees that such participation and any purchase of Tokens during the Crowdsale will be governed by other terms and conditions specifically applicable to the Crowdsale.

(c)   Any use of Tokens in connection with providing or receiving Services in the Ecosystem may be governed by other applicable terms and conditions and policies.

5.   Eligibility. In order to be eligible to participate in the Crowdsale, Purchaser must have an Ethereum wallet that supports the ERC-20 token standard in order to receive any Tokens purchased from the Company (the "**Token Receipt Address**"). Company reserves the right to prescribe additional guidance regarding specific wallet requirements. Additionally, Purchaser must provide the Company with a refund address for the receipt of any necessary refunds (the "**Refund Address**").

6.   Cancellation; Refusal of Purchase Requests. All Token purchases from the Company are final, and there are no refunds or cancellations except as may be required by applicable law or regulation. Company reserves the right to refuse or cancel Token purchase requests at any time in its sole discretion.

7.   Token Allocation. Important information about the Company's creation and intended use of the Tokens is provided in Exhibit B. By purchasing Tokens, Purchaser acknowledges that Purchaser has read and understands Exhibit B.

8.   Acknowledgment and Assumption of Risks. Purchaser acknowledges and agrees that there are risks associated with purchasing Tokens, owning Tokens, and using Tokens for the provision or receipt of Services in the Ecosystem, as disclosed and explained in
Exhibit C. BY PURCHASING TOKENS, PURCHASER EXPRESSLY ACKNOWLEDGES

AND ASSUMES THESE RISKS.

9.   **Security.** Purchaser is responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism Purchaser uses to receive and hold Tokens purchased from Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If Purchaser's private key(s) or other access credentials are lost, Purchaser may lose access to Purchaser's Tokens. Company is not responsible for any losses, costs or expenses relating to lost access credentials.

10.   **Personal Information and Data Protection.**

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

(b)   the Purchaser acknowledges and agrees that in the course of providing and receiving the Services and otherwise in connection with this Agreement: (i) the Company and its affiliates may receive, use, store and otherwise process information about the Purchaser, its employees, individual agents and representatives and other individuals ("Data Subjects"), including without limitation, names, contact details, bank account details and tax identification numbers; and (ii) the Purchaser may receive, use, store and otherwise process information about the Company's employees, individual agents and representatives and other individuals ("Data Subjects"), including without limitation names and contact details, which may constitute in each case "personal data" under Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the "GDPR").

(c)   For the purposes of applicable data protection and data privacy laws, including the GDPR (and any related Applicable Law and Regulation), the Company is a "controller" in relation to its processing of personal data within Section 10(a) and, where relevant, the Purchaser is the "controller" in relation to its processing of personal data within Section 10(a), each having determined the purposes and means of their own processing (as defined in the GDPR). For the avoidance of doubt, the Company will not process any personal data on the Purchaser's behalf and the Purchaser will not process any personal data on the Company's behalf.

(d)   The Company will process and hold any applicable personal data in accordance with the privacy notice set out at Exhibit D to this Agreement (the "Privacy Notice").

(e)   Each party will process personal data as described in this Section 10 in accordance with all applicable data protection and data privacy laws. Without limiting the

above, each party where relevant will maintain appropriate technical and organizational measures to ensure a level of security for the applicable personal data appropriate to the risk of its accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access.

11. **Taxes.** Any amounts that Purchaser pays for Tokens are exclusive of all applicable taxes. Purchaser is responsible for determining what, if any, taxes apply to Purchaser's purchase of Tokens, including, for example, sales, use, value added, and similar taxes. It is also Purchaser's responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. The Company is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from the Purchaser's purchase of Tokens.

12. **Company Representations and Warranties.**

(a)   The Company is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, 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 Agreement is within the power of the Company and, other than with respect to the actions to be taken when Tokens are to be sold to the Purchaser, has been duly authorized by all necessary actions on the part of the Company. This Agreement 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 certificate 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)   The performance and consummation of the transactions contemplated by this Agreement 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 Agreement, other than (i) the Company's corporate approvals, (ii) any qualifications or filings under applicable laws, and (iii) necessary corporate approvals for the authorization of a Token Sale pursuant to Section 1.

(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 any conflict with, or infringement of the rights of, others.

13.   **Purchaser Representations and Warranties.**

(a)   Purchaser has sufficient understanding of technical and business matters (including those that relate to the Services and Ecosystem), cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand this Agreement and to appreciate the risks and implications of purchasing the Tokens;

(b)   Purchaser has read and understands the terms and conditions of this Agreement (including all Exhibits);

(c)   Purchaser understands the restrictions and risks associated with the creation of Tokens as set forth herein, and acknowledges and assumes all such risks;

(d)   Purchaser has obtained sufficient information about the Tokens, the Services and the Ecosystem to make an informed decision to purchase the Tokens;

(e)   Purchaser understands that the Tokens confer only the right to provide and receive Services in the Ecosystem (and potentially contribute to the technical development of the Ecosystem), and confer no other rights of any form with respect to the Ecosystem or the Company, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;

(f)   Purchaser is purchasing Tokens solely for the purpose of receiving Services, participating in the Ecosystem, and supporting the development, testing, deployment and operation of the Ecosystem, being aware of the commercial risks associated with the Company and the Ecosystem. Purchaser is not purchasing Tokens for any other purposes, including, but not limited to, any investment, speculative or financial purpose;

(g)   PURCHASER ACKNOWLEDGES AND AGREES THAT THERE ARE RISKS ASSOCIATED WITH PURCHASING TOKENS, OWNING TOKENS, AND USING TOKENS FOR THE PROVISION OR RECEIPT OF SERVICES IN THE ECOSYSTEM AS PROVIDED IN SECTION 8 ABOVE AND AS FURTHER DESCRIBED IN EXHIBIT C;

(h)   Purchaser's purchase of Tokens complies with applicable laws and regulations in Purchaser's jurisdiction, including, but not limited to, (i) legal capacity

and any other threshold requirements in Purchaser's jurisdiction for the purchase of the Tokens and entering into contracts with the Company, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;

(i)   Purchaser will comply with any applicable tax obligations in Purchaser's jurisdiction arising from Purchaser's purchase of Tokens;

(j)   If Purchaser is purchasing Tokens on behalf of any entity, Purchaser is authorized to accept the terms of this Agreement on such entity's behalf and that such entity will be responsible for breach of this Agreement by Purchaser or any other employee or agent of such entity (references to "Purchaser" in this Agreement refer to Purchaser and such entity, jointly);

(k)   Purchaser is not resident or domiciled in the state of New York or purchasing Tokens from a location in New York State.

(l)   Purchaser is not (i) a citizen or resident of a geographic area in which access to or use of the Services or the acceptance of delivery of the Tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to UK. or other sovereign country sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified by the UK Denied Persons or Blocked Persons Lists. Purchaser agrees that if Purchaser's country of residence or other circumstances change such that the above representations are no longer accurate, that Purchaser will immediately cease using the Services. If Purchaser is registering to use the Services on behalf of a legal entity, Purchaser further represents and warrants that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (ii) Purchaser is duly authorized by such legal entity to act on its behalf.

14.   **Indemnification.**

(a)   To the fullest extent permitted by applicable law, Purchaser will indemnify, defend and hold harmless the Company and its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "**Company Parties**") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) Purchaser's purchase or use of Tokens, (ii) Purchaser's responsibilities or obligations under this Agreement, (iii) Purchaser's violation of this Agreement, or (iv) Purchaser's violation of any rights of any other person or entity.

(b)   The Company reserves the right to exercise sole control over the defense, at Purchaser's expense, of any claim subject to indemnification under Section 14(a). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written

agreement between Purchaser and the Company.

15. **Disclaimers.**

(a)   TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY THE COMPANY, (A) THE TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AS TO THE TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, (B) COMPANY DOES NOT REPRESENT OR WARRANT THAT THE TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET PURCHASER'S REQUIREMENTS, OR THAT DEFECTS IN THE TOKENS WILL BE CORRECTED, AND (C) COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

(b)   Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this Section 15 may not apply to Purchaser.

16. **Limitation of Liability.**

(a)   TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (i) IN NO EVENT WILL THE COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE), AND (ii) IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE TOKENS, EXCEED THE AMOUNT PURCHASER PAID TO COMPANY FOR THE TOKENS.

(b)   THE LIMITATIONS SET FORTH IN SECTION 16(a) WILL NOT

LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD
OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE
COMPANY.

(c)   Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section 16 may not apply to Purchaser.

17.   Release. To the fullest extent permitted by applicable law, Purchaser releases the Company and the other Company Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. Purchaser expressly waives any rights Purchaser may have under California Civil Code § 1542 as well as any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which Purchaser may know or suspect to exist in Purchaser's favor at the time of agreeing to this release.

18.   Dispute Resolution; Arbitration.

(a)   **Binding Arbitration.** Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "**Disputes**") in which either Party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, Purchaser and the Company (i) waive Purchaser's and the Company's respective rights to have any and all Disputes arising from or related to this Agreement resolved in a court, and (ii) waive Purchaser's and the Company's respective rights to a jury trial. Instead, Purchaser and the Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

(b)   **No Class Arbitrations, Class Actions or Representative Actions.** Any Dispute arising out of or related to this Agreement is personal to Purchaser and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

(c)   **Federal Arbitration Act.** This Agreement affects interstate commerce and the enforceability of this Section 18 will be both substantively and procedurally governed by and construed and enforced in accordance with the High Court of London, to the maximum extent permitted by applicable law.

(d)   **Notice; Informal Dispute Resolution.** Each Party will notify the other Party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to the Company shall be sent by e-mail to the Company at legal@nitecrawler.com. Notice to Purchaser shall be by email to the email address provided to Company. Purchaser's notice must include (i) Purchaser name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that Purchaser is seeking. If Purchaser and the Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either Purchaser or the Company may, as appropriate and in accordance with this Section 18, commence an arbitration proceeding or, to the extent specifically provided for in Section 18(a), file a claim in court.

(e)   **Process.** Any arbitration will occur in London, England. Arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services ("**JAMS**"), which are hereby incorporated by reference. The High Court of London will have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. Purchaser may also litigate a Dispute in the small claims court located in the county where Purchaser resides if the Dispute meets the requirements to be heard in small claims court.

(f)   **Authority of Arbitrator.** As limited by the FAA, this Agreement, and the applicable JAMS rules, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by this Agreement. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

(g)   **Rules of JAMS.** The rules of JAMS and additional information about JAMS are available on the JAMS website. By agreeing to be bound by this Agreement, Purchaser either (i) acknowledges and agrees that Purchaser has read and understands the rules of JAMS, or (ii) waives Purchaser opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

19.   **Governing Law and Venue.** This Agreement will be governed by and construed and enforced in accordance with the laws of England and Wales, without regard to conflict of law rules or principles (whether of the Company's primary jurisidiction or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out or relating to this Agreement that is not subject to arbitration or cannot be heard in small claims court will be resolved in London.

20.   **Severability.** If any term, clause or provision of this Agreement is held

unlawful, void or unenforceable, then that term, clause or provision will be severable from this Agreement and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of this Agreement.

21. **<u>Miscellaneous</u>.**

(a)   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 aggregate Committed Purchase Quantity paid to the Company with respect to all Private Sale Agreements outstanding at the time of such amendment, waiver or modification.

(b)   Any notice required or permitted by this Agreement will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page.

(c)   Neither this Agreement 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 Agreement 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 Agreement in whole, without the consent of the Purchaser, in connection with a reincorporation to change the Company's domicile.

(d)   In the event any one or more of the provisions of this Agreement 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 Agreement operate or would prospectively operate to invalidate this Agreement 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 Agreement and the remaining provisions of this will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

22.   All rights and obligations hereunder will be governed by the laws of England and Wales.

*   *   *   *   *

EXHIBIT A

Description of the Company, Ecosystem, and Tokens

UVI International, LTD is proposing the creation of a vacation rental platform that aims to bring the benefits of blockchain technology and cryptocurrency to the shared economy of short term rentals industry regarding both home sharing and hotels.

UVI International, LTD intends to introduce the Nitecrawler Token (an ERC20 token), or NCRL, as a form of settlement to transient accommodation transactions between customers & service providers ie: guests and other accommodation providers (or hosts) within the UVI ecosystem.

Upon the completion of the Crowdsale, Company will create and deploy the Alpha version of our platform, which will allow immediate utility for token holders upon disbursement. During third quarter of 2019, Company will deploy the Beta version of the platform, which introduces additional product functionality that splits multi-night bookings between accommodation providers and 'stiches' them back together as one contiguous booking. In early 2020, Company will create and test additional smart contracts that will govern transactions between guests and hosts within the ecosystem. Through smart contracts guests can securely pay hosts directly with NCRL avoiding excessive fees taken by intermediaries and hosts can accept or reject bookings, set terms of the smart contract such as cancellation policy, and receive NCRL as settlement for the accommodation they provide.

Moreover the company anticipates that the Ecosystem will develop to add more value to participants such that the Company will implement services to the Ecosystem that allow participants of the Ecosystem to use NCRL as the means of settlement for other forms of value, related to the real estate or rental industry.

For further information on the Ecosystem, the Services, and the Company, see the Whitepaper available at nitcrawler.com Information in the Whitepaper and on the Company's website are of a descriptive nature only, and do not, unless explicitly incorporated herein, form part of this Agreement.

EXHIBIT B

Creation and Allocation of Tokens by Company

Company will create 1 billion Tokens to be allocated as follows:

(a) 51% of the Tokens (510 million) (the "**Sale Tokens**") will be available for sale in the Crowdsale and the Private Sale.

 (i) The Price Per Token will be based on a $0.22 USD value for the Private Sale and the Crowdsale.

 (ii) The bonus schedule is as follows, where only one bonus can be applied:

- Time Restricted Bonus:
  - 20% Bonus: 1 November 2018 to 20 November 2018 23:59pm
  - 15% Bonus: 21 November 2018 to 20 December 2018 23:59pm
  - 10% Bonus: 21 December 2018 to 1 January 2019 23:59pm
  - 5% Bonus: 2 January 2019 to 15 January 2019 23:59pm
- Large Purchase Bonus:
  - 20% Bonus for $48,000 to $99,999
  - 22% Bonus for $100,000 to $499,999
  - 25% Bonus for $500,000+

 (iii) Any Sale Tokens that remain unsold at the Crowdsale End Date, and which are not thereafter allocated to Private Sale Purchasers pursuant to the Post-Crowdsale Allocation Process will be added to the Company Inventory (as defined below) and will remain in a locked state for at least six months from the Crowdsale End Date.

(b) 29% of the Tokens (290 million) will be allocated to the Company (the "**Company Inventory**"), for its use as follows:

 (i) Half of the Company Inventory will remain in a locked state for 6 months from the Crowdsale End Date; another half of the Company Inventory will remain in a locked state for 1 year from the Crowdsale End Date;

 (ii) Once unlocked, Company reserves the right to use the Company Inventory for any purposes at its sole discretion.

 (iii) In no event will the Company sell any Tokens from the Company Inventory before the date that is six-months after the Crowdsale End

Date.

(c)   5% of the Tokens (50 million) will be used to promote adoption of the Ecosystem via rewards and other incentives for participants (the "**Incentivization Supply**"). Some of the ways in which Company anticipates using the Incentivization Supply may include:

(i)   Early adopters in the form of commercial partners ("**Partners**") who implement Company's solution will receive free Tokens from the Incentivization Supply, enabling them to pay some fees in Tokens and to benefit from any rise in utility brought about by greater adoption of the Ecosystem.

(ii)   Users may also receive Tokens from the Incentivization Supply. For example, at sign up via a Company-supported website, the website owner, a Partner, and new Users may receive a certain number of Tokens, and Users may also receive Tokens for referring new participants to the Ecosystem.

(iii)   Company reserves the right to prescribe lockup requirements regarding the Incentivization Supply Tokens distributed to Partners or Users.

EXHIBIT C

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

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

<u>**By purchasing, owning, and using Tokens, Purchaser expressly acknowledge and assume the following risks:**</u>

1. **Risk of Losing Access to Tokens Due to Loss of Private Key(s), Custodial Error or Purchaser Error**

   A private key, or a combination of private keys, is necessary to control and dispose of Tokens stored in Purchaser digital wallet or vault. Accordingly, loss of requisite private key(s) associated with Purchaser digital wallet or vault storing Tokens will result in loss of such Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service Purchaser use, may be able to misappropriate Purchaser Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault Purchaser choose to receive and store Tokens, including Purchaser own failure to properly maintain or use such digital wallet or vault, may also result in the loss of Purchaser Tokens. Additionally, Purchaser failure to follow precisely the procedures set forth in for buying and receiving Tokens, including, for instance, if Purchaser provide the wrong address for the Token Receipt Address, or provides an address that is not ERC-20 compatible, may result in the loss of Purchaser Tokens.

2. **Risks Associated with the Ethereum Protocol**

   Because Tokens and the Ecosystem are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the Ecosystem or Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Tokens and the Ecosystem, including the utility of the Tokens for obtaining Services, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

3. **Risk of Mining Attacks**

   As with other decentralized cryptographic tokens based on the Ethereum protocol, the Tokens are susceptible to attacks by miners in the course of validating Token transactions on the Ethereum blockchain, including, but not limited, to double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the Ecosystem and the Tokens, including, but not limited to, accurate execution and recording of transactions involving Tokens.

4. Risk of Hacking and Security Weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with the Ecosystem or the Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Ecosystem is based on open-source software, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Ecosystem, which could negatively affect the Ecosystem and the Tokens, including the utility of the Tokens for obtaining Services.

5. Risks Associated with Markets for Tokens

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

6. Risk of Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, Tokens are uninsured unless Purchaser specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer, such as the Federal Deposit Insurance Corporation, or private insurance arranged by Company, to offer recourse to Purchaser.

7. Risks Associated with Uncertain Regulations and Enforcement Actions

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

8. Risks Arising from Taxation

The tax characterization of Tokens is uncertain. Purchaser must seek Purchaser's own tax advice in connection with purchasing Tokens, which may result in adverse tax consequences to Purchaser, including withholding taxes, income taxes and tax reporting requirements.

9. Risk of Competing Ecosystems

It is possible that alternative ecosystems could be established that utilize the same open source code and protocol underlying the Ecosystem and attempt to facilitate services that are materially similar to the Services. The Ecosystem may compete with these alternatives, which could negatively impact the Ecosystem and Tokens, including the utility of the Tokens for obtaining Services.

10. Risk of Insufficient Interest in the Ecosystem or Distributed Applications

It is possible that the Ecosystem will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of distributed ecosystems (such as the Ecosystem) more generally. Such a lack of use or interest could negatively impact the development of the Ecosystem and therefore the potential utility of the Tokens, including the utility of the Tokens for obtaining Services.

11. Risks Associated with the Development and Maintenance of the Ecosystem

The Ecosystem is still under development and may undergo significant changes over time. Although Company intends for the Tokens and Ecosystem to function as described in Exhibit A, and intends to take commercially reasonable steps toward those ends, Company may have to make changes to the specifications of the Tokens or Ecosystem for any number of legitimate reasons. Moreover, the Company has no control over how other participants will use the Ecosystem, what products or services will be offered through the Ecosystem by third parties, or how third-party products and services will utilize Tokens (if at all). This could create the risk

that the Tokens or Ecosystem, as further developed and maintained, may not meet Purchaser expectations at the time of purchase. Furthermore, despite Company's good faith efforts to develop and participate in the Ecosystem, it is still possible that the Ecosystem will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Ecosystem and Tokens, and the potential utility of the Tokens, including the utility of the Tokens for obtaining Services.

12. Risk of an Unfavorable Fluctuation of ETH or BTC Value

If the value of ETH or BTC fluctuates unfavorably during or after the Private Sale or the Crowdsale, the Company team may not be able to fund development, or may not be able to develop or maintain the Ecosystem in the manner that it intended. In addition to the usual market forces, there are several potential events which could exacerbate the risk of unfavorable fluctuation in the value of ETH and/or BTC, including uncertainties created by the lack of resolution to the bitcoin scaling debate, the possibility of a so-called "Hard Fork" of bitcoin if one of the competing camps in the scaling debate decides to force the issue; another DAO-like attack on the Ethereum network; or significant security incidents or market irregularities at one or more of the major cryptocurrency exchanges.

13. Risk of Dissolution of the Company or Ecosystem

It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of ETH and/or BTC (or other cryptographic and fiat currencies), decrease in the Tokens' utility (including their utility for obtaining Services), the failure of commercial relationships, or intellectual property ownership challenges, the Ecosystem may no longer be viable to operate or the Company may dissolve.

14. Risks Arising from Lack of Governance Rights

Because Tokens confer no governance rights of any kind with respect to the Ecosystem or the Company, all decisions involving the Company's products or services within the Ecosystem or the Company itself will be made by the Company at its sole discretion, including, but not limited to, decisions to discontinue its products or services in the Ecosystem, to create and sell more Tokens for use in the Ecosystem, or to sell or liquidate the Company. These decisions could adversely affect the Ecosystem and the utility of any Tokens Purchaser owns, including their utility for obtaining Services.

15. Risks Arising from the Travel Accommodations Market

The travel accommodations industry, and by extension the Ecosystem, is subject to a variety of federal, state and international laws and regulations, including those with respect to zoning, which among other things, may restrict the ability to make certain properties available for short-term bookings. These laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting the Ecosystem could be enacted, which could impact the utility of the Tokens in the Ecosystem. Additionally, certain Ecosystem participants may be subject to industry specific laws and regulations or licensing requirements. If any of these parties fails to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or

licensing requirements become more stringent or are otherwise expanded, it could adversely impact the Ecosystem and the Tokens, including the Tokens' utility for obtaining Services

16. Unanticipated Risks

Cryptographic tokens such as the Tokens are a new and untested technology. In addition to the risks included in this <u>Exhibit C</u>, there are other risks associated with Purchaser's purchase, possession, and use of the Tokens, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this <u>Exhibit C</u>.