MONET(ORB) TOKEN SALE AGREEMENT

ISSUED BY MEDIBITCOIN NETWORK LTD.

Updated: 23.04.19

MONET BLOCKCHAIN PROJECT IS
OPERATING UNDER MEDIBITCOIN NETWORK LTD.

USER MUST READ THIS INFORMATION PRIOR TO GOING FORWARD WITH THIS DOCUMENT

- ☑ <u>Medibitcoin Network Ltd</u>. is the business name under which, <u>MONET Blockchain Project</u> is operating.
- ☑ The business is registered in the UK, Company No. 11268735 verifiable through <u>Companies House</u> <u>UK</u>.
- ☑ <u>MONET Blockchain Project</u> is the official name of the "MONET Project".
- ☑ The "Project" plans to build a blockchain platform called MONET Platform Or MONET Dapp.
- ☑ This Platform/ Dapp will be connecting patients and consultative healthcare practitioners, in a niche use-case.
- ☑ <u>MONET Platform Or MONET Dapp</u> is the digital/online marketplace under development, expected to be ready by end of 2020/early 2021. Any expected delays will be announced through <u>Official</u> <u>Communication Channels</u>.
- ☑ <u>MONET Platform Or MONET Dapp</u>- a digital market place will be fulled by its own native currency called <u>MONET(ORB) Tokens</u>. Total supply of MONET(ORB) Tokens is 100 million (100,000,000) only.
- ☑ There are 2 types of <u>MONET(ORB) Tokens</u>:
  - ❋ MONET(ORB) Security Tokens: These have a total supply of <u>only</u> 20 million (20,000,000).
    - ▷ These Tokens entitles holders to yearly dividends on the Company's net profit.
    - ▷ The purpose of these Tokens is to fund the MONET Blockchain Project.
    - ▷ These Tokens will be regulated by Smart Contract, entitling the holder to dividends.
    - ▷ These Tokens <u>ARE NOT</u> transferable and <u>CAN NOT</u> be re-purchased.
    - ▷ Once sold by the User/buyer/investor, they will become Utility Tokens.
  - ❋ MONET(ORB) Utility Tokens: These have a total supply of <u>only</u> 80 million (80,000,000).
  - ▷ These tokens <u>DO NOT</u> entitles holders to yearly dividends on the Company's net profit.
  - ▷ The purpose of these Tokens is to a. pay for the services & b. fuel/gas MONET Platform/Dapp, once operational.

    For a detailed account of both types of MONET(ORB) Token and their purposes, User must refer <u>to this link</u> and our <u>white paper</u>.

- ☑ This <u>MONET(ORB) Token Sale Agreement Document,</u> concerns MONET(ORB) Security Tokens & MONET(ORB) Utility Tokens, both.

☑ <u>MONET Blockchain Project</u> is still in its fairly early stage. The funds raised by selling MONET(ORB) Security Tokens, will be used to fuel MONET Blockchain Project.

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Recitals

A. The Company is developing MONET(ORB) tokens and the MONET Platform.
B. The User wishes to buy and the Company wishes to sell MONET(ORB) tokens according to the terms of this Agreement.

1. Operative Clauses

1. Transfer of Tokens

    1.1 At the time the User places an order for MONET(ORB) tokens, the User must transfer to the Company, the Required Contribution nominated by the User.

    1.2 The transfer of the Required Contribution must be made either: (a) to the nominated smart contract address notified by the Company to the User; or (b) via the process made available at the Company's Website.

    1.3. The transfer of tokens will only take place, upon successful clearance of required KYC details, by an independent party. MONET(ORB) Tokens will be transferred to the buyer as soon as the Company gets KYC clearance of the buyer

    1.4 Subject to clauses 1.1, 1.3, 2.3, 5.2 and 9, and upon receipt of the Required Contribution by the Company, the Company will allocate to the User the Issue Tokens to the wallet from which the User transferred the Required Contribution.

2. Bonus Offer

    2.1 The Company will offer the User Bonus Tokens as discussed in White paper & summarised below. We strongly recommend to understand White Paper Chapter 7: Token Sales Phases in context of this clause.

	Rewards	Duration	Date
Private Sales	33%	8-12 weeks	Summer- Autumn '18
Pre-Crowd Token Sale	25%	4 Weeks	Dec'18/Jan'19
Crowd Token Sale	25%	6 months across different sales phases	Summer '19

2.2 The Company reserves the right to alter the dates and allocations for the Pre-Crowd Sale, and the Crowd Token Sale in any way desired or necessary with prior notification to the User via our official Twitter & Telegram channels.

3. Conditions Precedent

3.1 Completion of the Agreement will be subject to:

(a) the successful operation of the smart contract on which the STO is run to fulfil the delivery of the Issue Tokens;
(b) the User complying with its obligations under this Agreement;
(c) 20 million tokens are categorised as "security tokens", and 80 million tokens are categorised as "utility tokens."
(d) "security tokens" holders/investors will be entitled to dividends received from company's profits.
(e) the User can not influence the process of token issuance, token categorisation (Security or Utility) or entitlement of dividends, in any way.

3.2 For the avoidance of doubt, if the conditions set out above are not satisfied, or are not capable of being satisfied, the User will not be entitled to a refund of their Contribution made towards the project/company.

4. MONETBlockchain Platform

4.1 The Utility Tokens sold, will be used to access to the MONET Blockchain Platform, subject to a User accepting the terms and conditions of use of the MONET Blockchain Platform.

5. User to Provide Information

5.1 The User must oblige by any reasonable request by the Company to provide to the Company any documents or information in relation to the Company's obligations under:

    (a) the Anti-Money Laundering and Counter-Terrorist Financing Act 2015-2017; and

    (b) any other applicable English/UK laws.

5.2 For completeness, the obligation under clause 5.1 <u>must</u> require the User to complete a KYC form or similar verification as a further condition precedent to completion or the transfer of the tokens.

6. Intellectual Property

6.1 The Company retains all rights, title and interests in and to all of our intellectual property, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. Each User agrees not to use any of the Company's intellectual property for any reason, except with the Company's express prior written consent.

6.2 Without limiting the above, The Company retains all Intellectual Property Rights over the source code and other technical information relating to the MONET(ORB) Tokens. This agreement does not confer any right or interest upon the User to the Company's intellectual property beyond the limited right to a perpetual, non-exclusive, transferable, revocable license to access and use the MONET(ORB) Tokens and MONET Platform after completion.

6.3. The User must use the MONET Platform and the MONET(ORB) Tokens strictly in accordance with the provisions of this <u>Token Sale Agreement</u>, the respective <u>White paper</u>, the <u>Privacy Policy</u> and <u>Terms & Conditions.</u> As a condition of the User's use of the Website, the Platform and MONET(ORB) Tokens the User warrants to the Company that it will not use the Website, the Platform and MONET(ORB) Tokens for any purpose that is unlawful or prohibited by the provisions of this Agreement. The User may not use the MONET(ORB) Tokens in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website and the Platform. The User may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website, the Platform and/or Tokens and/or other services provided thereto.

6.4 All content included on the Website, including the MONET(ORB) Tokens, the MONET Platform, and associated products and services, such as, but not limited to, text, graphics, logos, images, source code, as well as the compilation thereof, and any software used on the Website is the property of the Company and protected by copyright, trademark and other laws that protect intellectual property and proprietary rights.

7. Representations and Warranties

7.1 The User represents and warrants that:

    (a) he/she is not domiciled in an Excluded Country;

    (b) he/she has read and understood:

        (1) this Agreement;

        (2) the latest version of the White paper; and

        (3) the MONET(ORB) Token Generation Event Disclosure Document, and acknowledges and agrees to the risks set out in those documents and that the latest version of the above documents supersedes any earlier versions entirely;

    (c) he/she has the right to enter into and perform the obligations under this Agreement and to carry out the transactions contemplated by this Agreement and is over the age of 18;

    (d) he/she will not assign any right to receive an MONET(ORB) token under this Agreement to any other person prior to completion of this Agreement;

    (e) if the User is domiciled outside UK, it has made every reasonable effort to determine whether the MONET(ORB)Token may be purchased in its jurisdiction, and has not agreed to purchase any MONET(ORB)Token with the knowledge that it is illegal to do so;

    (f) he/she acknowledges that the Company does not hold a UK Financial Services Licence and is not proposing to deal in a financial product or offer a managed investment scheme, in making the MONET(ORB)Tokens available to the User;

    (g) he/she acknowledges and agrees that the purchase of MONET (ORB) Security Tokens means purchasing <u>20 million MONET(ORB) Tokens</u>, as defined by Financial Conduct Authority (FCA)- the the UK's securities regulator.

    (h) he/she acknowledges and fully understands that MONET(ORB) Security Token are <u>non-transferable</u>. This means that the Smart Contract would be issued in name of the investor/buyer/contributor to enforce investor's ownership of the Security Token.

    (i) he/she acknowledges and agrees that once the 'issued Tokens' have been transferred to the User, the 'issued Tokens' will be the sole responsibility of the User, and the Company will not have the ability to influence the control or ownership or value of the 'issued Tokens' in any way;

    (j) he/she acknowledges and agrees that the Company has no liability for, nor the ability to recover a User's MONET(ORB)Tokens if the User's private key is forgotten, lost, stolen, misplaced or otherwise inaccessible to the User;

    (k) he/she has: (a.) the knowledge and experience in cryptocurrency trading such that it is capable of evaluating the merits and risks of applying for, holding or transferring MONET(ORB)Tokens; or (b.) sought advice from a person who, if such person was the User, would satisfy clause 7.1(j)(1);

(l)   he/she has conducted an investigation into the MONET(ORB) Token, has made all reasonable enquiries, and is not relying on the Token Sale Agreement, the respective White paper, the Privacy Policy and Terms & Conditions in deciding to purchase any MONET(ORB)Tokens;

(m) if requested, it will provide all documentation required by the Company for the purposes of complying with any Anti-Money Laundering laws or regulation including any obligations the Company may have to report or retain information for submission to FCA;

(n) he/she is not purchasing MONET(ORB)Tokens on behalf of any other person and it will be the sole and beneficial owner of any MONET(ORB)Tokens issued; and

(o) he/she has taken, or has had the opportunity to take and have elected not to take, independent accounting and legal advice concerning the nature and effect of this agreement and the User's personal circumstances.

7.2 The Company represents and warrants that:

(a) it has the right to enter into and perform its obligations under this Agreement and to carry out the transactions contemplated by this Agreement;

(b) subject to clause 18 : it holds, or will hold, the MONET(ORB) tokens contemplated by this Agreement free of any lien, charge or other encumbrance;

(c) as far as it aware, the Company has complied with the Companies Act (2006) and all other applicable English/UK laws in developing and offering the MONET(ORB) token;

7.3. The Company represents and warrants that:

(a) MONET(ORB) Security Tokens holders are entitled to "MONET dividends" i.e. yearly dividends paid on net profit from year 3 of its operations in the global market;

(b) MONET dividends will be paid in USD;

(c) MONET dividends will be announced by the Company's board of directors and distributed among MONET(ORB) Security Token holders;

(d) If Security Token holder wishes to sell his/her Token back to the Company, this would be a considerable option.

8. Limitation of Liability

8.1 To the extent permitted by law:
(a) all terms, conditions, warranties and statements, whether express, implied, written, oral, collateral, statutory or otherwise) which are not expressly set out in this Agreement are excluded and, to the extent they cannot be excluded, the Company disclaims all liability in relation to them; and

(b) the User must not make any claim under or in connection with this Agreement unless it is based solely on and limited to the express provisions of this Agreement.

8.2 The Company disclaims all liability for a loss incurred by the User in connection with a breach of a representation and warranty under clause 7.1.

8.3 For completeness, to the extent permitted by law, the Company will be liable to a User, in case of actions arising only from 'gross negligence, fraud or intentional damages'. However the liability of company gets invalid for any cause of action, in respect of unintended, indirect or consequential damages, loss of profit (whether direct or indirect) or loss of business opportunity arising out of or in connection with this Agreement. An example of unintended actions would be: accidental and or malicious threats.

8.4 Subject to any applicable statute, the maximum total liability of the Company to the User for loss or damage of any kind, however caused, due to the Company's negligence, breach of contract, breach of any law, in equity, or under indemnities or otherwise, arising out of all acts, omissions and events occurring under the proper administration of this agreement, is an amount equal to the British Pound Sterlings equivalent of the value of the Required Contribution at the time the User placed an order with the Company. The remedy available to the User for a breach of this agreement will be limited to damages.

9. Right to Refuse Transfer

9.1 The Company reserves the right to refuse to transfer any 'issued Tokens', wholly or in part, to the User for any reason falling within 'non-compliance' of this agreement .

9.2 The Company may refuse to transfer the 'issued Tokens' to the User in whole or in part if a successful transfer of the 'issued Tokens' would result in the Company going over its Hard Cap.

9.3 If the Company refuses to transfer the issue tokens under clause 9.1 or 9.2, the Company must refund the Required Contribution to the User pro rata to the 'issued Tokens' being refused.

9.4 The Company reserves the right to modify the Hard Cap for any reason, that would be announced ahead by the Official Communication Channels and in timely manner.

10. Taxation

10.1 The User is solely liable for any taxation payable, including interest and penalties, on the transfer of MONET(ORB) Security Tokens.

11. Privacy

11.1 The Company collects, holds and uses personal information of Users in order to service their needs as Users, provide facilities and services that they request or that are connected with their interests in MONET(ORB) tokens and carry out appropriate administration.

11.2 The information may also be used from time to time and disclosed to persons including regulatory bodies, including FCA, Inland Revenue- the UK Taxation Office, as well as print service providers and mail houses.

11.3 A User may request access, correct and update his or her personal information held by the Company, by sending an email to info@monetorb.com

11.4 Collection, maintenance and disclosure of certain personal information is governed by legislation including the Data Protection Act 2018 and Corporation's Act.

12. Assignment

A User may only assign its rights or obligations under this Agreement with the written consent of the Company.

13. Amendment

This Agreement may only be amended in writing by the company with prior notification through our Official Communication Channels.

14. No waiver

14.1 A party may only waive a breach of this Agreement in writing signed by that party.

14.2 A waiver is limited to the instance referred to in the writing (or if no instance is referred to in the writing, to past breaches only).

14.3 Failure or omission by any party to enforce compliance with any provision of this Agreement will not affect the right of that party to use any remedy available to it in respect of the breach of that provision.

15. Further action

15.1 Each party must do everything necessary to give full effect to the Agreement and the transactions contemplated by it, including without limitation:

    (a) executing documents; and

    (b) ensuring its employees and agents perform their obligations

16. Force majeure

A party is not liable for a breach of this Agreement, to the extent that the breach is caused by circumstances outside that party's direct control and for the period that those circumstances continue, if that party:

    (a) notifies the other party as soon as reasonably practicable of the breach and details regarding the relevant circumstances; and

    (b) exercises its best endeavours to remedy the breach or otherwise rectify the cause of that breach as quickly as possible.

17. Counterparts

17.1 This Agreement may be executed in any number of counterparts. A counterpart may be a facsimile or in electronic or digital form, including by the user confirming their acceptance of this Agreement as part of the order process for the MONET(ORB) Tokens on the Website, or by sending their Required Contribution to the smart contract address directly.

17.2 Together all counterparts make up one document.

18. Governing law

18.1 This Agreement is governed by the English/UK laws.

18.2 The parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales and the division of the Senior Courts of England and Wales in that jurisdiction, and the courts of appeal from them.

18.3 No party may object to the jurisdiction of any of those courts on the ground that it is an inconvenient forum or that it does not have jurisdiction.

19. Severability

Any provision of the Agreement which is illegal, void or unenforceable is only ineffective to the extent of that illegality, voidness or un-enforceability, without invalidating the remaining provisions and the Terms will remain in full force and effect.

20. No Relationship

The Company is not subject to any fiduciary obligations to User. The grant of access to the MONET Platform does not create a relationship of employment, trust, agency or partnership between the parties.

21. Interpretation

In this Agreement, unless the context otherwise requires:

    (a) the Introduction is correct;
    (b) headings do not affect interpretation;
    (c) singular includes plural and plural includes singular;
    (d) words of one gender include any gender;
    (e) reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
    (f) reference to a person includes a corporation, joint venture, association, government body, firm and any other entity;
    (g) reference to a party includes that party's personal representatives, successors and permitted assigns;
    (h) reference to a thing (including a right) includes a part of that thing;
    (i) reference to two or more persons means each of them individually and any two or more of them jointly;
    (j) if a party comprises two or more persons:

(1) reference to a party means each of the persons individually and any two or more of them jointly;

(2) a promise by that party binds each of them individually and all of them jointly;

(3) a right given to that party is given to each of them individually;

(4) a representation, warranty or undertaking by that party is made by each of them individually;

(k) a provision must not be construed against a party only because that party prepared it;

(l) a provision must be read down to the extent necessary to be valid. If it cannot be read down to that extent, it must be severed;

(m) if a thing is to be done on a day which is not a Business Day, it must be done on the Business Day before that day;

(n) all times are in GMT and BST, accordingly (when and as) applicable;

(o) another grammatical form of a defined expression has a corresponding meaning;

(p) an expression defined in the Companies Act (2006) has the meaning given by the act at the date of this Agreement.

22. Definitions and Glossary In this Agreement:

In this Agreement:

Agreement	means this agreement, including any schedules, and any other document incorporated into this agreement by reference;
Website/Official Website	means the platform through which MONET (ORB) Security & Utiliyu Tokens may be purchased, together with the other products set out in the Roadmap' section of the Website and/or White paper, which may or may not be developed in the future;
MONET Platform Or MONET Dapp	is the digital/online marketplace under development, expected to be ready by end of 2020/early 2021;
MONET(ORB) Security Tokens	means the ERC-20 tokens developed by the Company, with an intention to raise the funds to fuel the MONET Blockchain Project. Financial Conduct Authority (FCA) defines Security Tokens as: "tokens that amount to a 'Specified Investment' under the Regulated Activities Order (RAO). These may provide rights such as ownership, repayment of a specific sum of money, or entitlement to a share in future profits." In our case, we are offering dividends on Company's yearly profits;
MONET(ORB) Utility Tokens	means the ERC-20 tokens developed by the Company, with an intention to fuel or 'provide gas' to the MONET Platform/Dapp
Bonus Rate	means the rate specified in clause 2 for any order placed by a User, and where an order is partly within one bonus tier and partly within another, such bonus rate as is applicable to that part of the order falling within each of the bonus tiers;
Bonus Tokens	means additional MONET(ORB) Tokens provided to a User if an order is made with the Required Contribution paid during a period in which a bonus applies;
Business Day	means any day except a Saturday or a Sunday other public and or bank holiday with in England.
Company	means Medibitcoin Network Pvt. Ltd. Company No. 11268735 of 960 Capability Green, LU1 3PE, Luton, UK;
Companies Act 2006 means	Companies Act 2006 available trough this link

Conversion Period	means the period of time commencing when the MONET Platform is launched, and ending when the audit of the Crowd Token Sale is completed and the User has complied with its obligations under clause 5.2 of this document titled;
Disclosure Document	means the disclosure document prepared by the Company for the purpose of providing the User with information regarding the Token Crowd Sale, titled "Token Generation Event Disclosure Document";
Excluded Country	Any other country or jurisdictions in which the offer of cryptocurrency tokens analogous to the offer of tokens in this Agreement is prohibited at law; At the time of writing participation in STO is prohibited for users from USA, China, Singapore and South Korea.
Hard Cap Soft Cap	means 20,000,000 MONET(ORB) Security Tokens means 7,500,000 MONET(ORB) Utility Tokens
Official Communication Channels	Twitter Telegram
STO	means the Security Token Offering (also referred to as a 'Token Generation Event') of MONET(ORB) Security Tokens
Security Token	Financial Conduct Authority (FCA) defines security tokens as: "tokens that amount to a 'Specified Investment' under the Regulated Activities Order (RAO). These may provide rights such as ownership, repayment of a specific sum of money, or entitlement to a share in future profits. They may also be transferable securities or other financial instrument under the EU's Markets in Financial Instruments Directive II (MiFID II). These tokens are likely to be inside the FCA's regulatory perimeter."
Intellectual Property Rights	means the current and future, registered and unregistered, rights comprised in any patent, copyright, design, trade mark, eligible layout or similar right whether at common law or conferred by statute, rights to apply for registration under a statute in respect of those or like rights and rights to protect confidential information (including trade secrets and know how) throughout the world for full period of rights and all renewals and extensions thereto;
issued Tokens'	means, for each Day of Crowd Token Sale Phases, the number of MONET(ORB) Tokens equal to: Required Contribution x (Purchase Amount x (agreed Bonus Rate) which are to be transferred to a User in accordance with this Agreement;
Purchase Amount	means number of MONET(ORB) Tokens purchased;
Required Contribution	means the quantity of ETH required to be transferred to the Company by a prospective User for the MONET(ORB) Tokens;
User	means the entity ordering MONET(ORB) Tokens;

User Management System	means a website interface located on the Website provided by the Company and providing functionality for each User to view the MONET(ORB) tokens they have ordered, any bonus tokens and other information; the MONET(ORB) Tokens they have ordered, any bonus tokens and other information;
Website	MONET(ORB)
White paper	means the electronic white paper written by the Company which describes the MONET(ORB) tokens and the MONET Platform, found on the Website from here.