

TOKENS PURCHASE AGREEMENT

Intellectual property notification: *This document belongs to the Company and is protected by copyright laws. It's copying and/or use by any third party in full or in part without prior written consent of the Company is strictly prohibited.*

This Tokens Purchase Agreement (hereinafter — the “Agreement”) summarizes the principal terms proposed by CROWDNEXT CORP, a company, incorporated in the jurisdiction of United States of America (hereinafter — the “Seller”) regarding Token Sale of digital tokens which will be issued and then transferred by the Seller to You (hereinafter – the “Buyer”).

Please read carefully this Agreement before purchasing Crowdnext Tokens (CNX), as it affects your obligations and legal rights, including, but not limited to, waivers of rights and limitation of liability. If you do not agree with this Agreement, you shall not purchase Crowdnext Tokens (CNX). By purchasing Crowdnext Tokens (CNX) during the Private Sale, Pre-Sale and Sale period set forth herein from the Seller, you will be bound by this Agreement, thus your early purchase of Crowdnext Tokens (CNX) is subject to this Agreement.

RECITALS

WHEREAS, the Seller should develop and implement a Crowdnext Token – a Crowd Venture Capital with Blockchain Technology and Manage Capital investment Hot Tech Startups (hereinafter — the “ Crowd Venture Capital”); and

WHEREAS, the Seller will issue its ERC20 digital tokens called Crowdnext Tokens (CNX), which will be used as the utility tokens within the Crowd Venture Capital; and

WHEREAS, the Seller will hold Token Sale campaign, which consists of Private Sale, Pre-Sale and Token Sale, to raise funds for further operational activities, development and management of the Crowd Venture Capital;

and

WHEREAS, the Buyer wants to purchase Crowdnext Tokens (CNX) during Token Sale campaign commences pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in mutual consideration of the covenants and agreements contained herein, the Seller and Buyer agree as follows:

1. USE OF CROWDNEXT TOKEN (CNX)

The Buyer understands and accepts that Crowdnext Tokens(CNX) will be used as security tokens. Holders of Crowdnext Tokens(CNX) can access to all Crowd Venture Capital functionality. The Buyer expressly agrees that Crowdnext Tokens(CNX) are tokenized as Cryptoasset , are not registered with any

government entity as the securities, shall not be considered as such, are not intended to be commodity or any other kind of financial instrument, do not represent any share, stake or security or equivalent rights, including, but not limited to, any right to receive future revenue shares and intellectual property rights, and do not represent any ownership right. The Seller has prepared a Whitepaper to describe some matters related to the Crowd Venture Capital, including, but not limited to, any technological aspects and software matters. However, the Seller's Whitepaper shall in no way be deemed to constitute a legally binding agreement, contract, decision, etc. between the Seller and the Buyer.

2. SCOPE OF TERMS

The Buyer hereunder commits to purchase Crowdnext Token

TERMS Tokens (CNX) for Ethereum (ETH), Bitcoin (BTC), and the Seller hereby expressly agrees to issue and sell to the Buyer Crowdnext Tokens (CNX). In order to do so, the Buyer shall transfer payment as set forth herein and the Seller will allocate an amount of Crowdnext Tokens (CNX) equivalent to the payment to the ETH-Wallet of the Buyer.

Unless otherwise stated herein, this Agreement governs purchase of Crowdnext Tokens (CNX) by the Buyer from the Seller during Private on March __, 2018

The use of Crowdnext Tokens (CNX) and relations between the Seller and Buyer might be governed by any other applicable terms and policies, including, but not limited to, public Token Sale agreements (terms of Token Sale). The Buyer agrees and acknowledges that, to the extent applicable for the Buyer, all statutory obligations in connection with taxes incurred, directly or indirectly, in connection with the Buyer's purchase, ownership and subsequent transfer of Crowdnext Tokens (CNX) – including but not limited to Value Added Tax, Sales Tax, Consumption Tax, Wealth Tax and Capital Gains Tax, shall be the sole responsibility of the Buyer.

3. ACCEPTANCE, PURCHASE PRICE AND PAYMENT

By signing this Agreement and/or by buying Crowdnext Tokens (CNX) hereunder, the Buyer expressly accepts all terms and conditions described herein and agree to be bound thereby and comply therewith.

The purchase price for 1 (one) Crowdnext Token (CNX) in USD = 1.00 During the Token Sale Campaign, the Seller provides bonuses to the Buyer, i.e. additional distribution of some percent of Crowdnext Tokens (CNX) amount which the Buyer has already purchased.

Discount for Private Sale is 50%

And subsequent the accrual of bonuses has the following schedule:

20% (twenty five percent) – during the 1-3rd weeks of the Pre-ICO Period;

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15% (fifteen percent) – during the 1st week of the ICO Token Sale Period;

10% (ten percent) – during the 2nd week of the ICO Token Sale Period;

5% (five percent) – during the 3rd week of the ICO Token Sale Period;

0% (zero percent) – during the 4-5th weeks of the Token Sale Period.

Each Buyer who purchase Crowdnext Tokens (CNX) during the above mentioned periods shall get the relevant amount of bonus Crowdnext Tokens (CNX) on the ETH-address of the Buyer.

In order to purchase Crowdnext Tokens (CNX), the Buyer shall send ETH/BTC the amount which is equivalent to the amount of Crowdnext Tokens (CNX), the Buyer is willing to receive for such payment to the ETH-address of the Seller. The Buyer is obliged to went through the Seller KYC procedure and only if it would be successful the Buyer would be a lawful holder of Crowdnext Tokens (CNX).

Crowdnext Tokens (CNX) Private Sale that take place before the general Pre-ICO & Main ICO Crowdnext Tokens Sale (Crowdsale) phase. The User is not entitled to send any funds to purchase Crowdnext Tokens (CNX) after the ending of the respective Crowdnext Tokens Sale phase.

The Company does not have any access to any passwords of any User's Cryptocurrency wallet. the purchase transactions of Crowdnext Tokens (CNX) shall be stored on Blockchain and available for reference and check.

4.THE BUYER'S ETH-WALLET

In order to receive Crowdnext Tokens (CNX), the Buyer shall have ETH-Wallet and a private key to it since the token distribution might be carried out using specially deployed Token Sale smart contract. The Buyer may be required to manually set his/her ETH-Wallet to watch the Token Sale smart contract to receive Crowdnext Tokens (CNX) after their issuance by the Seller. The Buyer shall not use any online exchange services, Jaxx and multi-signature wallets to receive purchased Crowdnext Tokens (CNX). The Buyer hereunder confirms, represents and warrants that he/she will use only a wallet he/she have a private key in order to receive purchased Crowdnext Tokens (CNX). The Seller will transfer relevant amount of the Crowdnext Tokens (CNX) to the Buyer's ETH-Wallet once Token Sale ends.

5. SOURCE OF FUNDS

The funds used for the payment hereunder do not and did not directly or indirectly come from any illegal sources. The Buyer hereby expressly represents and warrants that he/she is not using any proceeds of criminal or illegal activity, which also includes money laundering, and that no transaction involving Crowdnext Tokens (CNX) are being used to facilitate any criminal or illegal activity, including, but not limited to, performing money laundering and financing terrorism. The Seller hereby expressly represents and warrants that the funds receives as the payment hereunder shall not be used for the purposes of money laundering or any other illegal activity.

6. EXCHANGES

Purchased Crowdnext Tokens (CNX) may be sold and transferred by the Buyer at any time after Token Sale campaign ends via Cryptocurrency exchanges on his/her own risk and without any interference of the Seller, provided that Crowdnext Tokens (CNX) are listed on any of the Cryptocurrency exchanges. The Buyer acknowledges that the Seller cannot ensure and/or secure listing of the Crowdnext Tokens (CNX) on such exchanges as it is the discretion of Cryptocurrency exchanges whether to list Crowdnext Tokens (CNX).

7. PURCHASE LIMITATION

Crowdnext Tokens (CNX) are intended to be marketed and sold to participants only in those jurisdictions in and to those persons where and to whom they lawfully may be offered for sale. By signing this Agreement and/or by buying Crowdnext Tokens (CNX) hereunder, the Buyer represents and warrants that the Buyer does not violate the laws of his/her country and the in territory on which the he/she is located. The Seller may refuse from transactions with any person identified as citizen or permanent resident of prohibited jurisdictions., unrecognized and/or partly recognized territories and/or states.

Sanction Policy. The Seller may refuse from transactions with any person (a) identified or acting on behalf of any person identified as a “Specially Designated National”; (b) established in, resident in, or otherwise operating from countries or territories subject to Sanctions lists, including United Nations, European Union, UK Treasury and US Office of Foreign Assets Control (OFAC) sanctions lists in all jurisdictions in which we operate.

Certain jurisdictions restrict or have specific regulation concerning the offer, sale and/or purchase of Cryptocurrencies and/or tokens through Token Sale, and these include the People’s Republic of China (excluding the special administrative regions of Hong Kong and Macau, and Taiwan), South Korea, Japan, and the State of New York. Crowdnext Tokens (CNX)Tokens shall not be marketed, offered, or sold to residents in the People’s Republic of China (excluding the special administrative regions of Hong Kong and Macau, and Taiwan), South Korea, Japan, or the State of New York. The information contained in this Document and/or any Accompanying Documents will not constitute an offer to sell or an invitation, advertisement, or solicitation of an offer to buy Crowdnext Tokens (CNX) within the People’s Republic of China (excluding the special administrative regions of Hong Kong and Macau, and Taiwan), South Korea, Japan or the State of New York.

8. REPRESENTATIONS AND WARRANTIES

By signing this Agreement and/or by buying Crowdnext Tokens (CNX) hereunder, the Buyer represents and warrants that:

- a. he/she is of an age of majority to enter into this Agreement, meet all other eligibility and residency requirements, and are fully able and legally competent to enter the terms, conditions,

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obligations, affirmations, representations and warranties set forth herein and to abide by and comply herewith;

b. he/she has in-depth knowledge and deep understanding of the crypto market, Blockchain-based systems and cryptocurrencies;

c. he/she is aware of and knows how to manage all the merits, risks and any restrictions associated with crypto market, Blockchain-based systems and cryptocurrencies;

d. he/she understands that crypto market is highly speculative and volatile in nature and that this Agreement is in no way an investment advice or an offer to invest;

e. he/she understands and fully accepts that the Company is entitled to ban or otherwise restrict the User's participation in the Crowdnext Tokens Sale (solely upon the Company discretion and by any means) if the respective User does not meet any of the eligibility requirements set forth by the User for the purpose of Crowdnext Tokens Sale conduction or on other grounds.

f. he/she understands and fully accepts that certain jurisdictions restrict (or may restrict in future) their residents or citizens from participation in any Token Sales, the use of Cryptocurrencies, or use of any Cryptocurrency exchanges for various reasons. The Company does not bear any liability for any possible current or future impossibility to use Crowdnext Tokens (CNX) because of the aforementioned or any other possible restrictions.

g. he/she hereby undertakes to provide valid proof concerning the legality of his/her proceeds used to purchase Crowdnext Tokens (CNX) upon the Company request or the request of bank institutions or government authorities.

h. he/she agree and acknowledge that Crowdnext Tokens (CNX) are not to be construed, interpreted, classified or treated as: any kind of currency other than Cryptocurrency; debentures, stocks or shares issued by any person or entity; rights, options or derivatives in respect of such debentures, stocks or shares; rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss; units in a collective investment scheme; units in a business trust; derivatives of units in a business trust; or any other security or class of securities. By agreeing to this Agreement, you warrant that neither You, nor any individual or entity that You represent, (i) appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC"), nor are they otherwise a party with which Company is prohibited to deal under the laws of the United States, or (ii) is a Person identified as a terrorist organization on appearing on any other relevant lists maintained by governmental authorities. Because of the mentioned regulations, residents and/or citizens of the following geographic areas shall not be entitled to use the Website or to participate in the Crowdnext Tokens Sale: Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine (banned countries). Any residents or citizens of any other geographic area that is subject to UN-, US-, EU-, CH- or any other sovereign country sanctions or embargoes or has any affiliation to such sanctions shall not be entitled to use the Website and participate in the Crowdnext Tokens Private Sale, Pre-Sale and Tokens Sale.

You further represent and warrant that (if You are a natural person): (i) You are not a person who is or has been entrusted with prominent public functions, such as a Head of State of government, a senior politician, a senior government, judicial, or military official, a senior executive of a state-owned corporation, an important political party official, or a close family member or close associate of any such person, and (ii) the monies used to fund the purchase of Crowdnext Tokens (CNX) are not derived from, invested for the benefit of, or related in any way to, the governments of, or persons within, any country (1) under a U.S. embargo enforced by OFAC, (2) that has been designated as a “non-cooperative country or territory” by the Financial Action Task Force on Money Laundering, or (3) that has been designated by the U.S. Secretary of the Treasury as a “primary money laundering concern.” You further represent and warrant that you do not know or have any reason to suspect that (1) the monies used to fund Your purchase of Crowdnext Tokens (CNX) have been or will be derived from or related to any illegal activities, including but not limited to, money laundering activities, or (2) the proceeds from Your purchase of Crowdnext Tokens (CNX) will be used to finance any illegal activities.

9. KYC & AML REGULATIONS

If, at any time, We determine that We must or should comply with applicable law, regulations, or guidance for money services businesses operating in the United States or any other jurisdiction, We may be required to file details of account activity to the Financial Crimes Enforcement Network (“FinCEN”) from time to time. We may also be required to provide information as required by law to other state or federal agencies in the United States and other jurisdictions

We maintain a KYC (Know Your Customer) policy to comply with the Recordkeeping Requirements. We aim to reasonably identify each prospective purchaser of Crowdnext Tokens (CNX) by cross-checking user data against governmental watch lists, including, but not limited to, the Specifically Designated Nationals and Blocked Persons List maintained by OFAC, as well as third-party identity verification and authentication services. If Your proposed purchase is flagged through Our internal controls, We may require additional proof of identification from You, and We have the right to not permit any purchases until additional and verifiable proof of identity to our satisfaction is received and You have been approved as a prospective purchaser.

By agreeing to this Agreement, you acknowledge and agree that that We maintain verification levels that require User participation and verification to obtain, with leveled permissions based on user-supplied information, Our ability to verify it, and Our internal policies. You accept that You may not be able to achieve Your desired level of verification, and We reserve the right, at Our sole discretion, to determine the appropriate verification level for any User, as well as the right to downgrade Users without notice. We may, from time to time, implement policies restricting verification levels by nationality, country of residence, or any other factor. This may affect Your right to purchase Crowdnext Tokens (CNX) or withdraw Crowdnext Tokens (CNX) in your Account, and You indemnify Us against any losses associated with an inability to purchase, withdraw, or use Crowdnext Tokens (CNX) based on Your verification level.

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10. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

By signing this Agreement and/or by buying Crowdnext Tokens (CNX) hereunder, the Buyer represents/warrants and accepts that:

- a. there are certain risks associated with purchasing Crowdnext Tokens (CNX), holding Crowdnext Tokens (CNX), and using Crowdnext Tokens (CNX). By purchasing Crowdnext Tokens (CNX), the Buyer expressly acknowledge and assume such risks, including, but not limited to, risk of losing access to tokens due to loss of password(s), risk of mining attacks, risk of hacking and security weaknesses, risks associated with markets for tokens, etc.
- b. that the Crowd Venture Capital concept is still in a development stage and unproven, why there is no warranty that the process for creating Crowdnext Tokens (CNX) will be uninterrupted or error-free and why there is an inherent risk that the Crowd Venture Capital could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of funds and/or Crowdnext Tokens (CNX).
- c. that the Blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, Blockchain technology based applications, which may be contrary to the current setup of the Crowd Venture Capital and which may, inter alia, result in substantial modifications of the Crowd Venture Capital and/or the Crowdnext Tokens (CNX) protocol, including its termination and the loss of Crowdnext Tokens (CNX) for the Buyer.
- d. there is always a possibility of changing Token Sale regulations across the world, including, but not limited to, possibility of Token Sales' ban in particular jurisdictions, and thus the Seller cannot be responsible for these regulatory changes, as well as cannot guarantee any refunds and cancellations.

11. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

The Crowdnext Tokens (CNX) are to be provided on an "as is" basis and without any warranties of any kind, either expressed or implied. The Buyer assumes all responsibility and risks with respect to the purchase of any amount of the Crowdnext Tokens (CNX) and their use. The Buyer hereunder expressly agrees that, to the extent allowable pursuant to applicable law, the Seller shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of the Crowdnext Tokens (CNX). The Buyer understands and expressly agrees that the Seller shall not guarantee in any way that the Crowdnext Tokens (CNX) can be sold or transferred during or after the Pre-Sale and/or Token Sale periods. The Buyer understands and agrees that it is his/her obligation to ensure compliance with any legislation relevant to his/her country of domicile concerning purchasing of the Crowdnext Tokens (CNX), and that the Seller should not accept any liability for any illegal or unauthorized purchasing of the Crowdnext Token (CNX). The Buyer agrees to be solely responsible for any applicable direct or indirect taxes, duties, levies imposed on the acquisition, ownership and subsequent transfer of Crowdnext Tokens (CNX) purchased hereunder.

12. INDEMNIFICATION

To the extent allowable pursuant to applicable law, the Buyer shall indemnify, defend, and hold the Seller and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against the Buyer arising out of a breach of any warranty, representation, or obligation hereunder.

13 .JURISDICTION AND DISPUTE RESOLUTION

All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of United States of America (Applicable Law). Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall exclusively be settled by the International Arbitration and Cryptography Centre Limited (hereinafter – "IACC"). The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language of the arbitration shall be English. The hearings will be held online in accordance with IACC Rules.

14. CONFIDENTIALITY

The User acknowledges and agrees that any information or data the User has acquired from or about Company, included, but not limited to, information or data regarding prices, scope of terms, and any other terms, conditions, obligations, affirmations, representations, and warranties set forth herein or delivered prior to the date the Agreement is entered into (hereinafter, the "Confidential Information"), was received in confidence. The User hereby expressly agrees to take all reasonable precautions to protect such information and not to divulge any such information or any information derived there from to any third person without the prior written consent of Company. The Parties also agree to hold each other's Confidential Information confidential for a period of three (3) years following the signing of this Agreement. The Parties agree that unless required by law, they shall not make each other's Confidential Information available in any form to any third party or to use each other's

Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement. Confidential Information shall also mean all material and information that has or will come into the possession or knowledge of the other Party in connection with its performance hereunder and which in the ordinary course of business is considered to be treated as confidential. The content of this Agreement, as well as the fact that it has been entered into, shall also constitute Confidential Information. Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been

obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; (d) is independently developed by the other party; or (e) is required to be disclosed by any judicial or governmental requirement or order (provided that Recipient advises the disclosing party of the governmental demand for disclosure in a timely manner). Without the prior consent of the other Party, neither Party shall issue any media release or similar publicity relating to this Agreement. Neither Party shall use the trademarks, trade name, or logo of the other Party without having obtained its consent.

15. MISCELLANEOUS

No provision of this Agreement shall be considered waived unless such waiver is in writing and signed by the party that benefits from the enforcement of such provision. No waiver of any provision in this Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of this Agreement will not in any way affect, limit, or waive a party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The Seller may assign the Seller's rights and obligations under this Agreement. Any notice or other communication given or made under this Agreement shall be and may be delivered in electronic form. The Seller shall in no way be liable for any delay or failure to perform any obligations under this Agreement as a result of a cause beyond the Seller's reasonable control. This Agreement and purchasing of Crowdnext Tokens (CNX) by the Buyer shall in no way create any exclusive relationship between the Buyer and the Seller nor any partnership, joint venture, employment or agency.

(Signature page follows)

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and delivered.

Crowdnext Corp

Name: Srinu Chakwal
Co Founder & Fund Manager
Address:
19W. 34th Street, Suite 1018
New York, NY 10001, USA
Tel: : (646)-741-8576
Email: info@crowdnext.com

INVESTOR:

Name:

Address:

Email:

