

Token Sale Agreement

CryptoFinance OÜ, registration № 14337507, registered at: Narva mnt 7-634, Tallinn, Harju maakond, 10117, (hereinafter referred to as "the Company"), and the Buyer have entered into this agreement (hereinafter referred to as "the agreement") as follows:

PREFACE

This token sale agreement has been concluded between CryptoFinance OÜ, an entity that issues the tokens (hereinafter referred to as "the tokens"), and the Buyer, an individual/legal entity that purchases the tokens issued by the Company.

Definitions

The following terms shall have the following meanings within this agreement:

Token - CoinLoan Token (CLT) is an ERC-20-compatible token, a digital access code purchased by the Buyer for using services provided on the CoinLoan platform.

ICO - method of token sale used by CoinLoan Token (CLT).

Pre-ICO stage - early limited token sale before the ICO stage.

ICO stage - main stage of token sale for financing the CoinLoan Token (CLT) project.

Agreement - this agreement and all annexes hereto.

Company - CryptoFinance OÜ Company established in Estonia.

Buyer - any individual or legal entity that purchases tokens hereunder.

Fiat currencies - within this agreement - conventional currencies available for settlement – USD, EUR, GBP, CNY, JPY, RUB, CHF, PLN, CZK.

Account - Buyer's profile available after signing up at the Company's website.

Cryptowallet - personal token account tied to the Buyer's account.

TERMS AND CONDITIONS

By concluding this agreement, the Company and the Buyer agree as follows:

1. Subject of the Agreement

- 1.1. The Company shall offer and the Buyer shall purchase the tokens at a price and under terms set hereby.
- 1.2. The token sale will be held in 2 stages:
 - Pre-ICO stage: preliminary discount stage
 - ICO stage: main stage
- 1.3. The number of tokens available for purchase is limited. The token value will range depending on the stage.

2. Number of Tokens

- 2.1. The total number of tokens available for sale shall be 20 million tokens shared between three sale stages as follows:
 - Pre-ICO stage: 5 million tokens
 - ICO stage: 15 million tokens

3. Token Value

- 3.1. The value of purchased tokens depends on the stage of the token sale, shall be set by the Company and published on his/her website.
The value of tokens shall be set at each stage as follows:
 - Pre-ICO stage: \$1 for 1 CLT
 - ICO stage: from \$2 for 1 CLT
- 3.2. The final value of tokens at each stage shall be set preliminarily, not later than 3 days before the beginning of each stage. Before final fixation of token value, the Company may change the value of the tokens at his/her sole discretion.

4. Procedure of Purchasing Tokens

- 4.1. For purchasing tokens on each ICO stage, the Buyer shall sign up and pass the authorization at the Company's website by filling in all necessary fields in the "Sign Up" section and providing real contacts.
- 4.2. The token purchase is made by applying on the Company's website for this purpose stating the number of purchased tokens. Applying for purchasing tokens, the Buyer shall select the payment method among the variants provided by the system.
- 4.3. Upon receiving the payment for tokens, the system shall automatically generate and send a letter confirming the reception of payment for the tokens via Buyer's e-mail address. The Buyer may pay for the tokens using the methods stated on the Company's website. After payment, the tokens shall be received on the Buyer's cryptowallet tied to the registered account of the Buyer within the term set by clause 5.2.2 hereof and shall become the Buyer's property.

5. Liability of Parties

5.1.1 Buyer's rights:

Hereunder the Buyer may act as follows:

- to apply for purchasing tokens at the price of the corresponding sale stage after signing up and authorizing at the Company's website. Tokens may be purchased only after the Buyer confirms his/her consent with all terms of use published at the Company's website;
- to receive and own tokens after making the payment;
- to use the purchased tokens as a collateral within the CoinLoan lending program.

5.1.2 Buyer's liability:

Hereunder the Buyer is obliged:

- to provide only true data when signing up at the Company's website. The Buyer shall be fully liable for incompleteness or impropriety of the provided data;
- the Buyer is obliged to pay for the tokens purchased under the application in compliance with their effective price;
- the Buyer shall be fully liable for all non-authorized activities which lead to a failure in the Company's system and for any damage caused by his/her activity to the Company.

5.2.1 Company's rights:

Hereunder the Company may act as follows:

- Refuse to sell tokens to the Buyer if the Company has a reason to suppose that the data provided by the Buyer are invalid or that the Buyer intended to use the purchased tokens for illegal activity.

5.2.2 Company's liability:

Hereunder the Company is obliged:

- within 15 working days after ICO stage end to remit the tokens purchased by the Buyer on the cryptowallet of the latter;
- the Company is obliged not to disclose the Buyer's personal data obtained within signing up unless required by the applicable law.

6. Confirmations of the Buyer

- 6.1. This agreement shall be concluded electronically by accepting the terms of the agreement at the moment of confirming the application for purchasing the tokens by the Buyer.
- 6.2. By signing this agreement, the Buyer confirms that s/he has read and understood the provisions hereof, the CoinLoan concept published in White Paper, agreed and accepted

them.

- 6.3. The Buyer confirms that s/he possesses all sufficient expertise and experience in the commercial, financial, cryptography, blockchain and information storage sphere, including the cryptowallet sphere, for proper understanding and assessing the risks of purchasing tokens. Signing up at the platform and purchasing tokens, the Buyer guarantees that s/he acknowledges and accepts all legal and other consequences related to token purchase including all potential risks and releases the Company from any responsibility in case of such risks and damage.
- 6.4. By signing this agreement electronically, the Buyer acknowledges that the agreement signed in such a way is authentic in compliance with the applicable law.
- 6.5. The Buyer guarantees that s/he shall not forge, change or otherwise affect the tokens.
- 6.6. The Buyer guarantees that s/he shall not use the purchased tokens for any illegal activity.
- 6.7. The Buyer guarantees that s/he shall not purchase tokens for investment purposes. The Buyer acknowledges and accepts that the token purchased during ICO is not a share, a security or an investment asset. A token purchase is not an investment.
- 6.8. The Buyer confirms that s/he acknowledges that the token code may contain mild errors and inaccuracies which the Company is obliged to fix as soon as possible.
- 6.9. The Buyer confirms that by signing this agreement, s/he provides the Company with the right to store and process Buyer's personal data provided to the Company in compliance with the Estonian Law on Personal Data Protection.

7. Applied Law and Dispute Resolution

- 7.1. This agreement is governed by the active law of the Republic of Estonia and international regulations.
- 7.2. The parties are obliged to resolve all disputes arising within performance hereof in an amicable manner. If the parties failed to come to an agreement, the dispute shall be resolved at Harju County Court in compliance with the active Estonian law.
- 7.3. This agreement shall come into force since the date of conclusion by the Parties in compliance with clause 6.1 hereof. The agreement shall be valid by the date of receiving of tokens on the Buyer's account which shall be deemed as the date of certifying the token sale.
- 7.4. The agreement may be unilaterally terminated by the Company if it appears that the Buyer has provided invalid data or intended to use the tokens for illegal activity.
- 7.5. The Buyer shall be fully liable for any consequences if the provisions hereof fully or partially contradict with the law of the country of residence of the Buyer.

- 7.6. The Company shall not be liable for any consequences or damage to the Buyer if the Buyer's software does not comply with the specifications applicable to the Company's website and system.
- 7.7. The Company shall not be liable for any consequences or damage to the Buyer due to communication problems or failure to connect to the Company's website.
- 7.8. In any case, the extent of Company's liability towards the Buyer shall not exceed the amount of funds received by the Company from the Buyer.
- 7.9. The Company shall not be liable for the content, veracity, and accuracy of the information published on the Company's website in the advertising section. The information in the advertising section is not an offer, promise or warranty to the Buyer from the Company.
- 7.10. The Company shall not give the Buyer any warranties concerning performance, quality, accuracy, safety, and reliability of the Company's platform. By concluding this agreement, the Buyer agrees to use the platform as it is and shall bear all risks related to using it.
- 7.11. The Company does not guarantee platform preservation or attendance and shall not be liable for its checking, repair, finalization or update.

8. Force-majeure

- 8.1. The parties shall be released from responsibility for full or partial non-fulfillment of their liabilities, if such non-fulfillment has been caused by such circumstances as flood, fire, earthquake and/or other natural disasters, war or military actions, commencement of government regulations which affect the fulfillment of liabilities by the Parties. The party for which the impossibility of performing the liabilities hereunder has occurred shall notify the other Party about the occurrence and the estimated period of effect of the above-mentioned circumstances in written form within 3 (three) calendar days since the moment when it came to know about such circumstances.

9. Validity of the Agreement

- 9.1. If any provision hereof is found invalid or contradicting the applicable law, this shall not affect the agreement validity in whole or validity of other provisions of the agreement.

10. Notifications

- 10.1. Any notifications between the Buyer and the Company shall be made via Company's contacts published on his/her website and via Buyer's contacts stated when signing up.
- 10.2. If the Company sends a notification to the e-mail address stated by the Buyer when signing up, such notification shall be deemed as received by the latter in 24 hours since sending.

11. Other

11.1. Special or additional terms of token use or value, including the sphere of token emission and use, within the CoinLoan system, shall be governed by CoinLoan White Paper which constitutes an integral part hereof.