

BULK TRADER TOKEN PURCHASE AGREEMENT

Company: Bulk Trader Online (Pty) Ltd, Cape Town, South Africa Registration Number: 2019/090612/07

Last updated: 14 April 2019

This BULK TRADER Token Purchase Agreement (this "Agreement") contains the terms and conditions that govern your use of and purchase of the ERC-20 compatible tokens distributed on the Ethereum blockchain (the "BULK TRADER Tokens") and is an agreement between you or the entity that you represent ("Buyer" or "you") and BULK TRADER (together with its affiliates and partners, "Company"). Buyer and Company are herein referred to individually as a "Party" and collectively, as the "Parties". WHEREAS, the Company will issue no more than 1 000'000'000 (1 Billion) of BULK TRADER Tokens, 70% of which will be sold on pre-ico and during the ICO - NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Buyer hereby agree as follows:

IMPORTANT INFORMATION: PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY.

- **BINDING AGREEMENT:** Buyer understands and agrees that Buyer is subject to and bound by this Agreement by virtue of Buyer's purchase of BULK TRADER Tokens.
- **BULK TRADER TOKENS HAVE NO RIGHTS, USES OR ATTRIBUTES** outside of the BULK TRADER PLATFORM
- **PURCHASE OF BULK TRADER TOKENS ARE NON-REFUNDABLE AND CANNOT BE CANCELLED. BUYER MAY LOSE ALL AMOUNTS PAID.**
- **BULK TRADER TOKENS MAY HAVE NO VALUE.**
- **COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL BULK TRADER TOKEN PURCHASE REQUESTS AT ANY TIME IN ITS SOLE DISCRETION.**
- **PEOPLE WHO PURCHASE EARLIER THAN YOU MAY RECEIVE MORE TOKENS FOR THE AMOUNT PAID.**
- **PLEASE READ THE RISK WARNINGS SET FORTH CAREFULLY AND IN THEIR ENTIRETY.**

Article 1 : ACCEPTANCE OF AGREEMENT AND PURCHASE OF BULK TRADER TOKENS

Section 1.1 This Agreement shall be effective and binding on the Parties when Buyer:

(a) clicks the check box on the official "Yes I Agree" on <http://bulktrader.io> website members Registration form (the "Website") to indicate that Buyer has read, understands and agrees to the terms of this Agreement; or (

b) upon Company's receipt of payment from Buyer for BULK TRADER either during pre ico or ico. Buyer agrees to be bound on this basis, and confirms that Buyer has read in full and understands this Agreement and the terms on which Buyer is bound.

Section 1.2 White Paper.

Company has prepared a white paper and other materials concerning the sale of BULK TRADER Tokens and the BULK TRADER PLATFORM, which are available at www.bulktrader.io

(the "White Paper"). The White Paper, as it may be amended from time to time, is hereby incorporated by reference. Buyer has read and understands the White Paper and its contents.

Section 1.3 BULK TRADER Tokens.

(a) Purpose. The BULK TRADER Tokens do not have any rights, uses, purpose, attributes, functionalities or features, express or implied, outside the BULK TRADER PLATFORM. Although BULK TRADER Tokens may be tradable upon listing, they are not an investment, currency, security, commodity, a swap on a currency, security or commodity, or any other kind of financial instrument.

(b) Company's Use of Proceeds. Buyer acknowledges and understands that the proceeds from the sale of the BULK TRADER Tokens will be utilized by Company in its sole discretion, as described in the WhitePaper.

Article 2 : BULK TRADER TOKEN DISTRIBUTION

Section 2.1 Allocation and Distribution of BULK TRADER Tokens.

Company intends to allocate and distribute BULK TRADER Tokens (the "Token Distribution") in accordance with the White Paper, Company will provide specific procedures on how Buyer may seek purchase BULK TRADER Tokens through the Website. By purchasing BULK TRADER Tokens, Buyer acknowledges and understands and has no objection to such procedures and specifications. Failure to use the Website and follow such procedures may result in Buyer not receiving any BULK TRADER Tokens. Any buyer of BULK TRADER Tokens may lose some or all of the amounts paid for BULK TRADER Tokens. The access or use of the BULK TRADER token and/or the receipt or purchase of BULK TRADER Tokens through any other means are not sanctioned or agreed to in any way by Company.

Section 2.2 Allocation and Sale of BULK TRADER Tokens to Company

Parties. Buyer understands and consents to the participation of Company's past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors and service providers ("Company Parties") in the purchase of BULK TRADER Tokens, including people who may work on the development and implementation of the Project or who may work for Company's future businesses that Company may establish with a portion of the proceeds from the Token Distribution.

Section 2.3 No Representations and Warranties.

Company makes no representations or warranties, express or implied, including, without limitation, any warranties of title or implied warranties of merchantability or fitness for a particular purpose with respect to the BULK TRADER Tokens or their utility, or the ability of anyone to purchase or use the BULK TRADER Tokens. Without limiting the foregoing, none of the Company Parties represent or warrant that the process of purchasing and/or receiving the BULK TRADER Tokens will be uninterrupted or error-free or that the BULK TRADER Tokens are reliable and error-free. As a result, Buyer acknowledges and understands that Buyer may never receive BULK TRADER Tokens and ,may lose the entire amount Buyer paid to Company. Buyer shall provide an accurate digital wallet address to Company for receipt of any BULK TRADER Tokens.

Section 2.4 Not an Offering of Securities, Commodities, or Swaps.

BULK TRADER Tokens themselves are not securities, commodities, swaps on either securities or commodities, or a financial instrument of any kind. Purchases and sales of BULK TRADER Tokens are not subject to the protections of any laws governing those types of financial instruments. This Agreement and all other documents referred to in this Agreement including the White Paper do not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity.

Section 2.5 Not an Investment.

Buyer should not participate in the Purchase of BULK TRADER Tokens for investment purposes. BULK TRADER Tokens are not designed for investment purposes and should not be considered as a type of investment. Buyer acknowledges, understands and agrees that Buyer should not expect and there is no guarantee or representation or warranty by Company that:

- (a) the BULK TRADER PLATFORM will ever be released in beta-version or commercial version;
- (b) the BULK TRADER PLATFORM will be maintained for a certain period of time or forever;
- (c) the BULK TRADER PLATFORM will contain all features assumed by the Buyer or contemplated in White Paper or ever be launched in full; and
- (d) BULK TRADER Tokens will be used by the BULK TRADER PLATFORM.

Section 2.6 Not for Speculation. Buyer acknowledges and agrees that

Buyer is not purchasing BULK TRADER Tokens for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or other financial purposes.

Section 2.7 No U.S., Chinese or other jurisdiction Buyers.

The BULK TRADER Tokens are not being offered to U.S. persons or Chinese persons or to any other persons from the jurisdictions which prohibit their citizens, residents or other persons having close

links with, to acquire, buy, sell, transfer or otherwise use of digital tokens, digital currencies, or participate in ICO, crowdsale or crowdfunding concerning digital tokens, digital currencies or digital products (collectively "Restricted Persons"). Restricted Persons are strictly prohibited and restricted from BULK TRADER Token and/or purchasing BULK TRADER Tokens and Company is not soliciting purchases by Restricted Persons in any way. If a Restricted Person uses the BULK TRADER Token and/or purchases BULK TRADER Token, such person has done so and entered into this Agreement on an unlawful, unauthorized and fraudulent basis, this Agreement shall be null and void. Company is not bound by this Agreement if this Agreement has been entered into by a Restricted Person as Buyer or Buyer has entered into this Agreement or has purchased BULK TRADER Tokens on behalf of a Restricted Person, and Company may take all necessary and appropriate actions, in its sole discretion, to invalidate this Agreement, including referral of information to the appropriate authorities. Any Restricted Person who uses the BULK TRADER Token and/or purchases BULK TRADER Tokens or enters this Agreement on an unlawful, unauthorized or fraudulent basis shall be solely liable for, and shall indemnify, defend and hold harmless the Company and Company's 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 (collectively, the "Company Parties") from any damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses (collectively, the "Damages") incurred by a Company Party that arises from or is a result of such Restricted Person's unlawful, unauthorized or fraudulent use of the BULK TRADER Token and/or the receipt or purchase of BULK TRADER Tokens.

Article 3 : NO OTHER RIGHTS CREATED

Section 3.1 No Claim, Loan or Ownership Interest.

The purchase of BULK TRADER Tokens:

- (a) does not provide Buyer with rights of any form with respect to the Company or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
- (b) is not a loan to Company; and (c) does not provide Buyer with any ownership or other interest in Company.

Section 3.2 Intellectual Property.

Company retains all right, title and interest in all of Company's intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon and any intellectual property of any third party being legally obtained, possessed and used. Buyer may not use any of Company's intellectual property for any reason without Company's prior written consent.

Article 4 : SECURITY AND DATA; TAXES

Section 4.1 Security and Data Privacy.

(a) Buyer's Security. Buyer will implement reasonable and appropriate measures designed to secure access to:

- (i) any device associated with Buyer and utilized in connection with Buyer's purchase of BULK TRADER Tokens;
- (ii) private keys to Buyer's wallet or account;
- (iii) any other username, passwords or other login or identifying credentials. In the event that Buyer is no longer in possession of Buyer's private keys or any device associated with Buyer's account or is not able to provide Buyer's login or identifying credentials, Buyer may lose all of Buyer's BULK TRADER Tokens and/or access to Buyer's account. Company is under no obligation to recover any BULK TRADER Tokens and Buyer acknowledges, understands and agrees that all purchases of BULK TRADER Tokens are non-refundable and Buyer will not receive money or other compensation for any BULK TRADER Tokens purchased. More details you may find in ARTICLE 7 herein.

(b) Additional Information.

Upon Company's request, Buyer will immediately provide to Company information and documents that Company, in its sole discretion, deems necessary or appropriate to comply with any laws, regulations, rules or agreements, including without limitation judicial process. Such documents include, but are not limited to, passport, driver's license, utility bills, photographs of associated individuals, government identification cards, or sworn statements. Buyer consents to Company disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements. Buyer acknowledges that Company may refuse to distribute BULK TRADER Tokens to Buyer until such requested information is provided.

Section 4.2 Taxes. Buyer acknowledges, understands and agrees that:

- (a) the purchase and receipt of BULK TRADER Tokens may have tax consequences for Buyer;
- (b) Buyer is solely responsible for Buyer's compliance with Buyer's tax obligations; and
- (c) Company bears no liability or responsibility with respect to any tax consequences to Buyer. Still you should bear in mind that even if specific tax legislation is not adopted, the general regime of withholding taxation may apply.

IT IS YOUR OWN RESPONSIBILITY TO INVESTIGATE, AND TO GET TAX ADVICE IF NEEDED, WHETHER YOUR LOCAL TAX LEGISLATION APPLY OR NOT. IT IS YOUR OWN RESPONSIBILITY TO PAY TAXES, TO FILE ALL NECESSARY DOCUMENTATION TO TAX AUTHORITIES AND TO FULFILL ANY OTHER TAX OBLIGATION AS MAY BE IMPOSED ON YOU IN REGARD TO RECEIVING INCOME, PARTICIPATING IN TRANSACTIONS OR OTHERWISE. COMPANY ACCEPTS NO RESPONSIBILITY ON ANY TAX CONSEQUENCES YOU MAY HAVE WHEN PARTICIPATING IN TOKEN DISTRIBUTION OR DEALING IN BULK TRADER TOKENS.

Article 5 : REPRESENTATIONS AND WARRANTIES OF BUYER

Section 5.1 Authority.

Buyer has all requisite power and authority to execute and deliver this Agreement, to use and purchase BULK TRADER Tokens, and to carry out and perform its obligations under this Agreement.

- (a) If an individual, Buyer is at least 18 years old and of sufficient legal age and capacity to purchase BULK TRADER Tokens.
- (b) If a legal person, Buyer is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business.

Section 5.2 No Conflict.

The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice: (a) any provision of Buyer's organizational documents, if applicable; (b) any provision of any judgment, decree or order to which Buyer is a party, by which it is bound, or to which any of its material assets are subject; (c) any material agreement, obligation, duty or commitment to which Buyer is a party or by which it is bound; or (d) any laws, regulations or rules applicable to Buyer.

Section 5.3 No Consents or Approvals.

The execution and delivery of, and performance under, this Agreement require no approval or other action from any governmental authority or person other than Buyer.

Section 5.4 Buyer Status.

Buyer is not a Restricted Person, and is of sound mind, is not subject to any of the disqualifying events, bankruptcy event or any similar event preventing him\ her from purchasing of BULK TRADER Tokens (a "Buyer Event"), and there is no proceeding or investigation pending or, to the knowledge of Buyer, threatened by any governmental authority, that would reasonably be expected to become the basis for a Buyer Event.

Section 5.5 Buyer Knowledge and Risks of Project.

Buyer has sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, to be able to evaluate the risks and merits of Buyer's purchase of BULK TRADER Tokens, including but not limited, to the matters set forth in this Agreement, and is able to

bear the risks thereof, including loss of all amounts paid, loss of BULK TRADER Tokens, and liability to the Company Parties and others for its acts and omissions, including with limitation those constituting breach of this Agreement, negligence, fraud or willful misconduct. Buyer has obtained sufficient information in order to make an informed decision to purchase BULK TRADER Tokens. More details on Risks associated with entering into this Agreement you may find in ARTICLE 7 herein.

Section 5.6 Funds; Payments.

(a) Funds. The funds, including any fiat, virtual currency or cryptocurrency, Buyer uses to purchase BULK TRADER Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Buyer will not use the BULK TRADER Tokens to finance, engage in, or otherwise support any unlawful activities.

(b) Payments. All payments by Buyer under this Agreement will be made only in Buyer's name, from a digital wallet or bank account not located in a country or territory that has been designated as a "noncooperative country or territory" by the Financial Action Task Force, and is not a "foreign shell bank" within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 et seq.), as amended, and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.

Section 5.7 Miscellaneous Regulatory Compliance.

(a) Anti-Money Laundering; Counter-Terrorism Financing. To the extent required by applicable law, Buyer complies with all anti-money laundering and counterterrorism financing requirements.

(b) Sanctions Compliance. Neither Buyer, nor any person having a direct or indirect beneficial interest in Buyer or BULK TRADER Tokens being acquired by Buyer, or any person for whom Buyer is acting as agent or nominee in connection with BULK TRADER Tokens, is the subject of sanctions administered or enforced by the United Nations, any country or government (collectively, "Sanctions") or is organized or resident in a country or territory that is the subject of countrywide or territory-wide Sanctions.

Article 6 : DISCLAIMERS

Section 6.1

Buyer expressly acknowledges, understands and agrees that Buyer is using the BULK TRADER Tokens at the Buyer's sole risk and that the BULK TRADER Tokens are each provided, used and acquired on an "AS IS" and on an "AS AVAILABLE" basis without representations, warranties, promises or guarantees whatsoever of any kind by Company and Buyer shall rely on its own examination and investigation thereof.

Section 6.2 No Representation or Warranty.

(A) COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; AND

(B) WITH RESPECT TO BULK TRADER TOKENS, COMPANY SPECIFICALLY DOES NOT REPRESENT OR WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

Article 7 : RISKS

A PARTICIPATION IN ICO AND A PURCHASE OF THE BULK TRADER TOKENS INVOLVE A HIGH DEGREE OF RISK. BELOW ARE CERTAIN RISKS THAT SHOULD BE CONSIDERED IN CONNECTION WITH PARTICIPATION IN TOKEN DISTRIBUTION AND PURCHASE OF DIGITAL TOKENS. THERE MAY BE OTHER RISKS ASSOCIATED WITH DIGITAL TOKENS, TRADING VENUES AND THE WHOLE MARKET WHICH THE COMPANY MAY NOT PREDICT AT THIS TIME. THE DIGITAL TOKENS ARE OF A SPECIALIST NATURE AND SHOULD ONLY BE PURCHASED AND TRADED BY INVESTORS WHO ARE PARTICULARLY KNOWLEDGEABLE IN INVESTMENT MATTERS.

BULK TRADER TOKENS MAY HAVE NO VALUE. BUYER MAY LOSE ALL AMOUNTS PAID. Buyer has carefully reviewed, acknowledges, understands and assumes the following risks, as well as all other risks associated with the BULK TRADER Tokens (including those not discussed herein), all of which could render the BULK TRADER Tokens worthless or of little value:

Section 7.1 No Rights, Functionality or Features.

BULK TRADER Tokens have no rights, uses, purpose, attributes, functionalities or features, express or implied, outside the Project.

Section 7.2

BULK TRADER PLATFORM. Buyer should not purchase BULK TRADER Tokens in reliance on the BULK TRADER PLATFORM because BULK TRADER Tokens may not be usable on the BULK TRADER PLATFORM or outside it and do not entitle Buyer to anything with respect to the BULK TRADER PLATFORM.

Section 7.3 Purchase Price Risk.

The distribution of BULK TRADER Tokens will usually occur at the end of the Distribution Period. There are no guarantees as to the price of BULK TRADER Tokens purchased by Buyer and no guarantees that the price per BULK TRADER Token determined each period by the market will be equal to or higher. There is the possibility that the price per BULK TRADER Token will fall below the price paid by initial buyers of BULK TRADER Tokens during the Distribution Period. Company reserves

the right to change the duration of the Distribution Period for any reason, including, without limitation, bugs in the Distribution Contract or the unavailability of the Website or other unforeseen procedural or security issues.

Section 7.4 Blockchain Delay Risk.

On the Ethereum blockchain, timing of block production is determined by proof of work so block production can occur at random times. For example, ETH contributed to the BULK TRADER Distribution Contract in the final seconds of a distribution period may not get included for that period. Buyer acknowledges and understands that the Ethereum blockchain may not include the Buyer's transaction at the time Buyer expects and Buyer may not receive BULK TRADER Tokens the same day Buyer sends ETH.

Section 7.5 Ethereum Blockchain.

The Ethereum blockchain is prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the Ethereum network in an attempt to gain an advantage in purchasing cryptographic tokens.

Buyer acknowledges and understands that Ethereum block producers may not include Buyer's transaction when Buyer wants or Buyer's transaction may not be included at all.

Section 7.6 Ability to Transact or Resell.

Buyer may be unable to sell or otherwise transact in BULK TRADER Tokens at any time, or for the price Buyer paid. By purchasing BULK TRADER Tokens, Buyer acknowledges, understands and agrees that:

- (a) BULK TRADER Tokens may have no value;
- b) there is no guarantee or representation of liquidity for the BULK TRADER Tokens; and (c) Company is not and shall not be responsible for or liable for the market value of BULK TRADER Tokens, the transferability and/or liquidity of BULK TRADER Tokens and/or the availability of any market for BULK TRADER Tokens through third parties or otherwise.

Section 7.7 Token Security.

BULK TRADER Tokens may be subject to expropriation and or/theft. Hackers or other malicious groups or organizations may attempt to interfere with the BULK TRADER Distribution Contract or the BULK TRADER 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 Ethereum platform rests on open source software and BULK TRADER Tokens are based on open source software, there is the risk that Ethereum smart contracts may contain intentional or unintentional bugs or weaknesses which may negatively affect the BULK TRADER Tokens or result in the loss of Buyer's BULK TRADER Tokens, the loss of Buyer's ability to access or control Buyer's BULK

TRADER Tokens or the loss of ETH in Buyer's account. In the event of such a software bug or weakness, there may be no remedy and holders of BULK TRADER Tokens are not guaranteed any remedy, refund or compensation.

Section 7.8 Access to Private Keys.

BULK TRADER Tokens purchased by Buyer may be held by Buyer in Buyer's digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with Buyer's digital wallet or vault storing BULK TRADER Tokens will result in loss of such BULK TRADER Tokens, access to Buyer's BULK TRADER Token balance and/or any initial balances in blockchains created by third parties. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service Buyer uses, may be able to misappropriate Buyer's BULK TRADER Tokens. Company is not responsible for any such losses.

Section 7.9 New Technology.

The BULK TRADER PLATFORM and all of the matters set forth in the White Paper are new and untested. The BULK TRADER PLATFORM might not be capable of completion, implementation or adoption. It is possible that BULK TRADER PLATFORM will never be launched and there may never be an operational platform. Even if the BULK TRADER PLATFORM is completed, implemented and adopted, it might not function as intended, and any tokens associated with a blockchain adopting the BULK TRADER PLATFORM may not have functionality that is desirable or valuable. Also, technology is changing rapidly, so the BULK TRADER Tokens and the BULK TRADER PLATFORM may become outdated.

Section 7.10 Reliance on Third-Parties.

Even if completed, the BULK TRADER PLATFORM will rely, in whole or partly, on third parties (including any Company Party other than the Company itself) to adopt and implement it and to continue to develop, supply, and otherwise support it. There is no assurance or guarantee that those third parties will complete their work, properly carry out their obligations, or otherwise meet anyone's needs, all of which might have a material adverse effect on the Project.

Section 7.11 Failure to Map a Public Key to Buyer's Account.

Failure of Buyer to map a public key to Buyer's account may result in third parties being unable to recognize Buyer's BULK TRADER Token balance on the Ethereum blockchain.

Section 7.12 Exchange & Counterparty Risks.

If Buyer sends ETH to the BULK TRADER Distribution Contract from an exchange or an account that Buyer does not control, pursuant to the BULK TRADER Distribution Contract, BULK TRADER Tokens will be allocated to the account that has sent ETH; therefore, Buyer may never receive or be able to

recover Buyer's BULK TRADER Tokens. Furthermore, if Buyer chooses to maintain or hold BULK TRADER Tokens through a cryptocurrency exchange or other third party, Buyer's BULK TRADER Tokens may be stolen or lost. By purchasing BULK TRADER Tokens, Buyer acknowledges and agrees that Buyer holds BULK TRADER Tokens on a cryptocurrency exchange or with another third party at Buyer's own and sole risk.

Section 7.13 Changes to the Project.

The BULK TRADER PLATFORM is still under development and may undergo significant changes over time. Although Company intends for BULK TRADER PLATFORM to have the features and specifications set forth in the White Paper, Company may make changes to such features and specifications for any number of reasons, any of which may mean that the BULK TRADER PLATFORM does not meet Buyer's expectations.

Section 7.14 Project Completion.

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

Section 7.15 Lack of Interest.

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

Section 7.16 Uncertain Regulatory Framework.

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

IT IS YOUR PERSONAL RESPONSIBILITY TO COMPLY WITH YOUR LOCAL REGULATIONS AND LAWS OF YOUR JURISDICTION WHEN PARTICIPATING IN BULK TRADER DISTRIBUTION CONTRACT OR PURCHASING ON THE SECONDARY MARKET THE BULK TRADER TOKENS. THE COMPANY PRECLUDES YOU FROM PARTICIPATING IN BULK TRADER DISTRIBUTION CONTRACT AND THIS AGREEMENT IF

RELEVANT AUTHORITY IN YOUR COUNTRY OF RESIDENCE FORBID YOU TO DO SO AND/OR REQUIRES THE COMPANY TO REGISTER WITH, OR TO REGISTER BULK TRADER DISTRIBUTION AGREEMENT OR THIS AGREEMENT WITH, OR TO FILE ANY OTHER FORMS, INFORMATION OR DOCUMENTATION WITH, OR REQUEST FOR AUTHORISATION FROM, SUCH AUTHORITY, OR IMPOSES ON THE COMPANY ANY OTHER LIABILITY OR OBLIGATION SIMILAR TO THE ABOVE.

Section 7.17 Risk of Government Action.

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

Article 8 : LIMITATION OF LIABILITY; INDEMNIFICATION

Section 8.1 Limitation of Liability.

To the fullest extent permitted by applicable law, Buyer disclaims any right or cause of action against Company of any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part of Company. Company shall not be liable to Buyer for any type of damages, whether direct, indirect, incidental, special, punitive, consequential or exemplary (including damages for lost profits, goodwill, use or data), even if and notwithstanding the extent to which Company has been advised of the possibility of such damages. Buyer agrees not to seek any refund, compensation or reimbursement from a Company Party, regardless of the reason, and regardless of whether the reason is identified in this Agreement.

Section 8.2 Damages.

In no circumstances will the aggregate joint liability of the Company Parties, whether in contract, warrant, tort or other theory, for Damages to Buyer under this Agreement exceed the amount received by Company from Buyer.

Section 8.3 Force Majeure.

Buyer understands and agrees that Company shall not be liable and disclaims all liability to Buyer in connection with any force majeure event, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events,

blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.

Section 8.4 Release.

To the fullest extent permitted by applicable law, Buyer releases Company from responsibility, liability, claims, demands, and/or damages of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between Buyer and the acts or omissions of third parties.

Section 8.5 Indemnification.

(a) To the fullest extent permitted by applicable law, Buyer will indemnify, defend and hold harmless and reimburse Company and company Party from and against any and all actions, proceedings, claims, damages, demands and actions (including without limitation fees and expenses of counsel), incurred by Company arising from or relating to:

- (i) Buyer's purchase or use of BULK TRADER Tokens;
- (ii) Buyer's responsibilities or obligations under this Agreement;
- (iii) Buyer's breach of or violation of this Agreement;
- (iv) Any inaccuracy in any representation or warranty of Buyer, including KYC-AML;
- (v) Buyer's violation of any rights of any other person or entity; and/or
- (vi) any act or omission of Buyer that is negligent, unlawful or constitutes willful misconduct.

(b) Company reserves the right to exercise sole control over the defense, at Buyer's expense, of any claim subject to indemnification under this Section 8.5. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Buyer and Company.

Article 9 : DISPUTE RESOLUTION

Section 9.1 Informal Dispute Resolution.

Buyer and Company shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a "Dispute"). If the Parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all Parties, such Dispute shall be finally settled by Binding Arbitration as defined in

Section 9.2

All notices to the Company in relation hereto shall be sent to legal@bulktrader.io and sent otherwise shall not be deemed received by the Company. Notice to you shall be to email address provided by you to us. Company may use the last email address of you known to it, and you may not claim notice not to be received if it is sent to such email address.

Section 9.2 Binding Arbitration.

Any Dispute not resolved within 90 days as set forth in Section 9.1 shall be referred to and finally resolved by arbitration administered by the SOUTH AFRICA Arbitration Centre in accordance with the Arbitration Rules of SOUTH AFRICA for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be SOUTH AFRICA. The tribunal shall consist of one arbitrator. The language of the arbitration shall be English.

The governing law of the Agreement shall be as set forth in Section 10.1 herein. The arbitration award shall be final and binding on the Parties ("Binding Arbitration"). The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets. Company and Buyer will each pay their respective attorneys' fees and expenses. Notwithstanding the foregoing, Company reserves the right, in its sole and exclusive discretion, to assume responsibility for any or all of the costs of the arbitration.

Section 9.3 No Class Arbitrations, Class Actions or Representative Actions.

Any dispute arising out of or related to this Agreement is personal to Buyer and Company 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.

Article 10 : MISCELLANEOUS

Section 10.1 Governing Law.

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of Republic of SOUTH AFRICA, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.

Section 10.2 Assignment.

Buyer shall not assign this Agreement without the prior written consent of Company. Any assignment or transfer in violation of this Section 10.2 will be void. Company may assign this

Agreement to an affiliate or partner. Subject to the foregoing, this Agreement, and the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

Section 10.3 Entire Agreement.

This Agreement, including the exhibits attached hereto and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by Company about the BULK TRADER Tokens or the BULK TRADER PLATFORM.

Section 10.4 Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the provision shall be modified to make it valid and, to the extent possible, effectuate the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 10.5 Modification of Agreement.

This Agreement is subject to change by the Company at its sole discretion at any time by posting a revised version on the Website, available at www.bulktrader.io. The modified terms will become effective upon posting. It is Buyer's responsibility to check the Website regularly for modifications to this Agreement.

Section 10.6 Termination of Agreement; Survival.

This Agreement will terminate upon the completion of all sales in the BULK TRADER Token Distribution. Company reserves the right to terminate this Agreement, in its sole discretion, in the event that Buyer breaches this Agreement. Upon termination of this Agreement:

- (a) all of Buyer's rights under this Agreement immediately terminate;
- (b) Buyer is not entitled to a refund of any amount paid; and (c) Articles 3, 4, 6, 7, 8, 9, and 10 will continue to apply in accordance with their terms.

Section 10.7 No Waivers.

The failure by Company to exercise or enforce any right or provision of this Agreement will neither constitute a present or future waiver of such right or provision nor limit Company's right to enforce such right or provision at a later time. All waivers by Company to be effective must be unequivocal and made in writing.

Section 10.8 No Partnership; No Agency; No Third Party Beneficiaries.

Nothing in this Agreement and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose.

No Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party. This Agreement does not create any third party beneficiary rights in any person.

Section 10.9 Electronic Communications.

Buyer agrees and acknowledges that all agreements, notices, disclosures and other communications that Company provides Buyer pursuant to this Agreement or in connection with or related to Buyer's purchase of BULK TRADER Tokens, including this Agreement, may be provided by Company, in its sole discretion, to Buyer, in electronic form. You are responsible for protecting against viruses and other destructive items. Your use of this e-mail is at your own risk and it is your responsibility to take precautions to ensure that it is free from viruses and other items of a destructive nature.