

TOKEN SALE AGREEMENT

This INTLCOIN Token Purchase Agreement (this "Agreement") contains the terms and conditions that govern your use of the INTLCOIN distribution system (the "INTLCOIN Distribution System"); use of the related INTLCOIN token smart contract (the "INTLCOIN Token Contract"); and purchase of the related tokens distributed on the Graphene blockchain (the "INTLCOIN Tokens") and is an agreement between you or the entity that you represent ("Buyer" or "you") and IntlCoin Inc. ("INTLCOIN," together with its parent company, subsidiaries and affiliates, "Company"). Buyer, INTLCOIN and Company are herein referred to individually as a "Party" and collectively, as the "Parties".

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.

Buyer acknowledges, understands and agrees to the following:

- INTLCOIN is developing the INTLCOIN software (the "INTLCOIN Software") as further described in the INTLCOIN Technical White Paper (as it may be amended from time to time) (the "White Paper");
- **BINDING AGREEMENT:** Buyer understands and agrees that Buyer is subject to and bound by this Agreement by virtue of Buyer's purchase of INTLCOIN Tokens.
- **COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL INTLCOIN TOKEN PURCHASE REQUESTS AT ANY TIME IN ITS SOLE DISCRETION.**
- **PLEASE READ THE RISKS SET FORTH IN SECTION 7 CAREFULLY AND IN THEIR ENTIRETY.**
- **THIS AGREEMENT INCLUDES PRE-DISPUTE RESOLUTION AND REQUIRES ARBITRATION IN SECTION 9.**

ARTICLE ONE: ACCEPTANCE OF AGREEMENT AND PURCHASE OF INTLCOIN TOKENS

- This Agreement shall be effective and binding on the Parties when Buyer: (a) clicks the NEXT button on the official <https://awesome.intlcoin.io/> pre-ICO website (the "pre-ICO Website") to indicate that Buyer has read, understands and agrees to the terms of this Agreement; or, if earlier (b) upon Company's receipt of payment from Buyer. 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.
- White Paper. Company has prepared the White Paper, which is available at <https://www.intlcoin.io/> (the "Website") , describing matters relating to the INTLCOIN Software. 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.
- INTLCOIN Tokens.
 - A. INTLCOIN Tokens are cryptocurrency and may be tradable.
 - B. Company's Use of Proceeds. Buyer acknowledges and understands that the proceeds from the pre-sale of the INTLCOIN Tokens will be utilized by Company in its sole discretion in accordance with the information described in the White Paper.

ARTICLE TWO: INTLCOIN TOKEN DISTRIBUTION

Allocation and Distribution of INTLCOIN Tokens. INTLCOIN intends to allocate and distribute INTLCOIN Tokens (the "INTLCOIN Token Distribution") in accordance with the material specifications as set forth in Exhibit A to this Agreement which includes details regarding the timing (the "INTLCOIN Distribution Period") and procedure of the INTLCOIN Token Distribution and the amount of INTLCOIN Tokens that will be distributed. During the INTLCOIN Distribution Period, INTLCOIN will provide specific procedures on how Buyer should receive INTLCOIN Tokens. By purchasing INTLCOIN Tokens, Buyer acknowledges and understands and has no objection to such procedures and material specifications. Failure to use the official Website and follow such procedures may result in Buyer not receiving any INTLCOIN Tokens. The access

or use of the INTLCOIN Distribution System, access or use of the INTLCOIN Token Contract and/or the receipt or purchase of INTLCOIN Tokens through any other means other than the official Website are not sanctioned or agreed to in any way by the INTLCOIN Parties. Buyer should take great care that the website used to purchase INTLCOIN Tokens has the following universal resource locator (URL): <https://www.intlcoin.io/>.

Allocation and Sale of INTLCOIN Tokens to INTLCOIN Parties. Buyer understands and consents to the participation of the Company's past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors and service providers in the purchase of INTLCOIN Tokens, including people who may work on the development and implementation of the INTLCOIN Software or who may work for INTLCOIN's future businesses which INTLCOIN may establish with a portion of the proceeds from the INTLCOIN Token Distribution. All such INTLCOIN Parties will participate on the same terms as every other buyer of INTLCOIN Tokens and will be bound by this Agreement.

No Representations and Warranties. The INTLCOIN Tokens will be distributed to buyers thereof pursuant to the INTLCOIN Distribution System and the INTLCOIN Token Contract. None of the INTLCOIN Parties makes any 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 INTLCOIN Distribution System, the INTLCOIN Token Contract or the INTLCOIN Tokens or their utility, or the ability of anyone to purchase or use the INTLCOIN Tokens. Without limiting the foregoing, none of the INTLCOIN Parties represent or warrant that the process of purchasing the INTLCOIN Tokens or receiving the INTLCOIN Tokens will be uninterrupted or error-free or that the INTLCOIN Tokens are reliable and error-free. Buyer shall provide an accurate digital wallet address to Company for receipt of any INTLCOIN Tokens distributed to Buyer pursuant to the INTLCOIN Distribution System and the INTLCOIN Token Contract.

ARTICLE THREE: NO OTHER RIGHTS CREATED

No Claim, Loan or Ownership Interest. The purchase of INTLCOIN 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.

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. Buyer may not use any of Company's intellectual property for any reason without Company's prior written consent.

ARTICLE FOUR: SECURITY AND DATA; TAXES

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 INTLCOIN Tokens; (ii) private keys to Buyer's wallet or account; and (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 INTLCOIN Tokens and/or access to Buyer's account. Company is under no obligation to recover any INTLCOIN Tokens and Buyer acknowledges, understands and agrees that all purchases of INTLCOIN Tokens are non-refundable and Buyer will not receive money or other compensation for any INTLCOIN Tokens purchased. 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 INTLCOIN Tokens to Buyer until such requested information is provided.

Taxes. Buyer acknowledges, understands and agrees that: (a) the purchase and receipt of INTLCOIN 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.

ARTICLE FIVE: REPRESENTATIONS AND WARRANTIES OF BUYER

By buying INTLCOIN Tokens, Buyer represents and warrants to each of the INTLCOIN Parties that:

Authority. Buyer has all requisite power and authority to execute and deliver this Agreement, to use the INTLCOIN Distribution System and the INTLCOIN Smart Contract, purchase INTLCOIN 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 INTLCOIN 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.

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.

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.

Buyer Status. Buyer is not subject to any of the disqualifying events listed in Rule 506(d)(1) of Regulation D under the Securities Act of 1933 (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.

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 INTLCOIN 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 INTLCOIN Tokens, and liability to the INTLCOIN 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 INTLCOIN Tokens.

Funds; Payments. a. Funds. The funds, including any fiat, virtual currency or cryptocurrency, Buyer uses to purchase INTLCOIN 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 INTLCOIN 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 "non-cooperative 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.

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 INTLCOIN Tokens being acquired by Buyer, or any person for whom Buyer is acting as agent or nominee in connection with INTLCOIN Tokens, is the subject of sanctions administered or enforced by any country or government (collectively, "Sanctions") or is organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions.

ARTICLE SIX: DISCLAIMERS

Buyer expressly acknowledges, understands and agrees that Buyer is using the INTLCOIN Distribution System, the INTLCOIN Token Contract and purchasing INTLCOIN Tokens at the Buyer's sole risk and that the INTLCOIN Distribution System,

the INTLCOIN Token Contract and INTLCOIN 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.

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 THE INTLCOIN DISTRIBUTION SYSTEM, THE INTLCOIN TOKEN CONTRACT AND THE INTLCOIN TOKENS, COMPANY SPECIFICALLY DOES NOT REPRESENT AND 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 SEVEN: RISKS.

Buyer has carefully reviewed, acknowledges, understands and assumes the following risks, as well as all other risks associated with the INTLCOIN Tokens (including those not discussed herein), all of which could render the INTLCOIN Tokens worthless or of little value:

No Rights, Functionality or Features. INTLCOIN Tokens have no rights, uses, purpose, attributes, functionalities or features, express or implied. INTLCOIN Tokens do not entitle holders to participate on the INTLCOIN Platform, even if the INTLCOIN Platform is launched and the INTLCOIN Software's development is finished and the INTLCOIN Software is adopted and implemented.

Token Security. INTLCOIN Tokens may be subject to expropriation and or/ theft. Hackers or other malicious groups or organizations may attempt to interfere with the INTLCOIN Distribution System, the INTLCOIN Token Contract or the INTLCOIN 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 Graphene platform rests on open source software and INTLCOIN Tokens are based on open source software, there is the risk that Graphene smart contracts may contain intentional or unintentional bugs or weaknesses which

may negatively affect the INTLCOIN Tokens or, in very unlikely event, result in the loss of Buyer's INTLCOIN Tokens, the loss of Buyer's ability to access or control Buyer's INTLCOIN Tokens or the loss of INTL in Buyer's account. In the event of such a software bug or weakness, there may be no remedy and holders of INTLCOIN Tokens are not guaranteed any remedy, refund or compensation.

Access to Private Keys. INTLCOIN 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 INTLCOIN Tokens will result in loss of such INTLCOIN Tokens, access to Buyer's INTLCOIN 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 INTLCOIN Tokens. Company is not responsible for any such losses.

Exchange & Counterparty Risks. If during the pre-ICO Buyer sends payment to the INTLCOIN Distribution System from an exchange or an account that Buyer does not control, pursuant to the INTLCOIN Token Contract, INTLCOIN Tokens will be allocated to the Graphene account that was associated with INTLCOIN account during registration; therefore, Buyer may never receive or be able to recover Buyer's INTLCOIN Tokens. Furthermore, if Buyer chooses to maintain or hold INTLCOIN Tokens through a cryptocurrency exchange or other third party, Buyer's INTLCOIN Tokens may be stolen or lost. In addition, third parties may not recognize Buyer's claim to any derivative tokens if and when launched by third parties according to the distribution rules set in the INTLCOIN Software. By using the INTLCOIN Distribution System, using the INTLCOIN Token Contract and/or by purchasing INTLCOIN Tokens, Buyer acknowledges and agrees that Buyer sends payments to the INTLCOIN Distribution System at Buyer's own and sole risk.

Changes to the INTLCOIN Software. The INTLCOIN Software is still under development and may undergo significant changes over time. Although Company intends for the INTLCOIN Software 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, and any party that adopts the INTLCOIN Software and launches the INTLCOIN Platform also may make changes, any of which may mean that the INTLCOIN Platform does not meet Buyer's expectations.

Project Completion. The development of the INTLCOIN Software 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.

Lack of Interest. Even when the INTLCOIN Software is finished and adopted and the INTLCOIN Platform is launched, the ongoing success of the INTLCOIN Platform relies on the interest and participation of third parties like developers, entrepreneurs and cryptocurrency enthusiasts. There can be no assurance or guarantee that there will be sufficient interest or participation in the INTLCOIN Platform.

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 INTLCOIN Tokens in various ways, including, for example, through a determination that INTLCOIN Tokens are regulated financial instruments that require registration. Company may cease the distribution of INTLCOIN Tokens, the development of the INTLCOIN Software or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

Risk of Government Action. As noted above, 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 INTLCOIN Tokens and/or the development of the INTLCOIN Software.

ARTICLE EIGHT: LIMITATION OF LIABILITY;

INDEMNIFICATION

Limitation of Liability. To the fullest extent permitted by applicable law, Buyer disclaims any right or cause of action against the INTLCOIN Parties of any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part of any INTLCOIN Party. Each of the INTLCOIN Parties shall not be liable to Buyer for any type of Damages, even if and notwithstanding the extent a INTLCOIN Party has been advised of the possibility of such Damages. Buyer agrees not to seek any refund, compensation or reimbursement from a INTLCOIN Party, regardless of the reason, and regardless of whether the reason is identified in this Agreement.

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

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, labour 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.

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

Indemnification. a. To the fullest extent permitted by applicable law, Buyer will indemnify, defend and hold harmless and reimburse the INTLCOIN Parties from and against any and all actions, proceedings, claims, Damages, demands and actions (including without limitation fees and expenses of counsel), incurred by a INTLCOIN Party arising from or relating to: (i) Buyer's purchase or use of INTLCOIN 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; (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

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 NINE: DISPUTE RESOLUTION

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 "Binding Arbitration" section below.

Binding Arbitration. Any Dispute not resolved within 90 days as set forth in "Informal Dispute Resolution" section above shall be referred to and finally resolved by arbitration under the American International Commercial Arbitration Court (AICAC) rules in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the Parties. The number of arbitrators shall be one who shall be selected by Company. The seat, or legal place, of arbitration shall be Bellingham, WA, US. The language to be used in the arbitral proceedings shall be English. The governing law of the Agreement shall be as set forth in Section 10 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.

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 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 TEN: MISCELLANEOUS

Governing Law and Venue. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the United States, 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.

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

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 any INTLCOIN Party about the INTLCOIN Tokens, the INTLCOIN Software, the INTLCOIN Platform, Blockchain Tokens or any other tokens on the Graphene Platform.

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.

Modification of Agreement. Company may modify this Agreement at any time by posting a revised version on the Website, available at <https://awesome.intlcoin.io/>

Website. The modified terms will become effective upon posting. It is Buyer's responsibility to check the Website regularly for modifications to this Agreement. This Agreement was last modified on the date listed in the footnotes of this Agreement.

Termination of Agreement; Survival. This Agreement will terminate upon the completion of all sales in the INTLCOIN 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.

No Waivers. The failure by Company to exercise or enforce any right or provision of this Agreement will not 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 must be unequivocal and in writing to be effective.

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.

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 INTLCOIN Tokens, including this Agreement, may be provided by Company, in its sole discretion, to Buyer, in electronic form.

EXHIBIT A. INTLCOIN TOKEN DISTRIBUTION

The INTLCOIN Token Distribution will take place starting May 15 2017, 12:00AM UTC and will run up unlimited time period. Five million (5,000,000) INTLCOIN Tokens will be distributed between the Buyers at the pre-ICO with no additional payments from the Buyer' sides.

All the following INTLCOIN tokens will be selling at full price of USD0.86 each starting May, 2018.