

TOKEN PURCHASE AGREEMENT

| | |
|-----------------------------------|--|
| Purchase Amount: | |
| Purchase Price: | |
| Discount Rate: | |
| Discount Price: | |
| Tokens: | |
| Locked-in Period (if any): | |

THIS CERTIFIES THAT in exchange for the payment by the undersigned purchaser (the “*Purchaser*”) of the Purchase Amount on or about [DATE], 201_ (the “*Effective Time*”), CASHCART INFINITY SHOPPING CORPORATION, a company incorporated in the Philippines (the “*Company*”) with registered address at Unit 15R/15D Future Point Plaza III, Panay Avenue, South Triangle, Quezon City, hereby issues to the Purchaser the right (the “*Right*”) to certain units of CCNX TOKENS (the “*Token*” or “*CCNX*”), subject to the terms set forth below.

This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction or any investment contract or financial instrument. This document describes the CCNX Token Purchase Agreement (the “*Agreement*”) entered into between you and the Company. Capitalized terms used but not defined herein shall have the meaning given to them in the Agreement.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE CCNX FROM THE COMPANY. BY PURCHASING CCNX FROM THE COMPANY, YOU WILL BE BOUND BY THESE TERMS AND ANY TERMS INCORPORATED BY REFERENCE.

By purchasing CCNX, and to the extent permitted by law, you agree not to hold any of the Company and its 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 (the “*Cashcart Team*”) liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of CCNX, including losses associated with the terms set forth below.

DO NOT PURCHASE CCNX IF YOU ARE NOT FAMILIAR IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS. PRIOR TO PURCHASING CCNX, YOU SHOULD CAREFULLY CONSIDER THE TERMS LISTED BELOW AND, TO THE EXTENT NECESSARY, CONSULT AN APPROPRIATE LAWYER, ACCOUNTANT, OR TAX PROFESSIONAL. IF ANY OF THE FOLLOWING TERMS ARE UNACCEPTABLE TO YOU, YOU SHOULD NOT PURCHASE CCNX.

PURCHASES OF CCNX SHOULD BE UNDERTAKEN ONLY BY INDIVIDUALS, ENTITIES, OR COMPANIES THAT HAVE SIGNIFICANT EXPERIENCE WITH, AND UNDERSTANDING OF, THE USAGE AND INTRICACIES OF CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN BASED SOFTWARE SYSTEMS. PURCHASERS SHOULD HAVE A FUNCTIONAL UNDERSTANDING OF STORAGE AND TRANSMISSION MECHANISMS ASSOCIATED WITH OTHER CRYPTOGRAPHIC TOKENS. WHILE THE COMPANY WILL BE AVAILABLE TO ASSIST PURCHASERS OF CCNX DURING THE SALE, THE COMPANY WILL NOT BE RESPONSIBLE IN ANY WAY FOR LOSS OF BTC, ETH, OR CCNX RESULTING FROM ACTIONS TAKEN OR OMITTED BY PURCHASERS. IF YOU DO NOT HAVE SUCH EXPERIENCE OR EXPERTISE, THEN YOU SHOULD NOT PURCHASE CCNX. YOUR PURCHASE OF CCNX IS DEEMED TO BE YOUR REPRESENTATION AND WARRANTY THAT YOU SATISFY THE REQUIREMENTS MENTIONED IN THIS PARAGRAPH.

YOU, THE PURCHASER, AGREE TO BUY, AND THE COMPANY AGREES TO SELL, THE CCNX TOKENS IN ACCORDANCE WITH THE FOLLOWING TERMS:

1. CONDITIONS TO CCNX TOKEN SALE

When you purchase, or otherwise receive, a CCNX token, you may only do so by accepting the following conditions and, by doing so, you warrant and represent that you understand and agree to each of the following statements, which are a true and accurate reflection of the basis on which you are acquiring the CCNX tokens:

- (a) neither the Company nor any of the Cashcart Team has provided you with any advice regarding these Terms, the Agreement, the Rights purchased thereby and whether CCNX is a suitable product for you;
- (b) you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, such as Bitcoin and Ether, as well as blockchain-based software systems generally;
- (c) you are legally permitted to receive and hold and make use of CCNX in your and any other relevant jurisdiction;

- (d) you will supply us with all information, documentation or copy documentation that we require in order to allow us to accept your purchase of the Rights;
- (e) you have not supplied us with information relating to your acquisition of CCNX or otherwise which is inaccurate or misleading;
- (f) you will provide us with any additional information which may be reasonably required in order that we can fulfil our legal, regulatory and contractual obligations, including but not limited to any anti-money laundering obligation;
- (g) you will notify us promptly of any change to the information supplied by you to us;
- (h) you are at least 18 years old and are of a sufficient age to enter into the Agreement and legally obtain CCNX in your jurisdiction of residency, and you are not aware of any other legal reason to prevent you from obtaining CCNX;
- (i) you take sole responsibility for any restrictions and risks associated with receiving and holding the Rights or CCNX, including but not limited to these set out in Annex A;
- (j) by acquiring the Rights (or receiving CCNX upon a Token Generation Event), you are not making a regulated investment, as that term may be interpreted by the regulator in your jurisdiction, or indeed any investment of any kind, but rather pre-purchasing CCNX that would ultimately give you use rights and licenses in the proposed Cashcart Platform, which has not yet been built;
- (k) you intend to utilize or consume CCNX within the Cashcart ecosystem and your purchase is not an investment in the Company or the Cashcart Team;
- (l) you are not obtaining CCNX for any illegal purpose, and will not use CCNX for any illegal purpose;
- (m) you waive any right you may have to participate in a class action lawsuit or a class wide arbitration against the Company in relation to your purchase of CCNX;
- (n) your purchase of CCNX does not involve membership interests, shares, ownership or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;
- (o) you accept that CCNX will be created, if at all, and you will obtain CCNX on an “as is” and “under development” basis. Therefore, you accept that the Company is providing CCNX without being able to provide any warranties in relation to CCNX, including, but not limited to, title, merchantability or fitness for a particular purpose;

- (p) you understand that CCNX tokens are not intended to have any value independent of their uses and utility in connection with the Cashcart Platform and you accept that you bear sole responsibility for (i) determining if the acquisition, use or ownership of CCNX is appropriate for you, (ii) the potential loss, diminution or depreciation of the Purchase Amount in peculiar circumstances, (ii) the sale and purchase of CCNX; and/or (iv) any other action or transaction related to CCNX has tax implications;
- (q) you understand that the Cashcart Platform is constantly being upgraded and that, as ultimately developed, it may not provide all the functions or utilities discussed in the White Paper or otherwise expected by you or the market generally;
- (r) following consummation of a purchase transaction, the Company intends to immediately convert cryptographic currencies (ETH, BTC, etc.) used for purchase into fiat currencies, since fiat is still the only way the Company can fund its operations. Accordingly, in the event of dissolution and potential return of funds, the Company shall have discretion as to what form funds are returned in, whether fiat or the cryptocurrency used for the purchase transaction;
- (s) you acknowledge and agree that no member of the Cashcart Team, nor any other individual, makes any guarantee or representation, or is involved in the transactions contemplated here, and that your transaction is solely with the Company as a corporate entity.

2. OVERVIEW OF CCNX SALE

2.1. CCNX will be required for access to, and utilization of, the Cashcart Platform. CashCart utilizes its own native digital currency CCNX within the shopping platform that features coin stability and immutability of transaction records.

2.2. The price of CCNX is stabilized through pegging at the current United States Dollars (USD) exchange rate with the value of USD0.02 per 1 unit of CCNX and with an available supply of **Nine Billion (9,000,000,000)** CCNX ready for circulation.

2.3. While the features of CCNX are intended to be generally similar to those described in the latest version of the White Paper as posted on Cashcart's official website (<https://cashcart.io/>), some products and features may vary depending on market and technological conditions.

2.4. Purchasers of CCNX does not entitle its holders to voting rights and participation in the governance of the Company.

3. ALL PURCHASES OF CCNX ARE FINAL

ALL PURCHASES OF CCNX ARE FINAL. PURCHASES OF CCNX ARE NON-REFUNDABLE. BY PURCHASING CCNX, THE PURCHASER ACKNOWLEDGES THAT NEITHER THE COMPANY NOR ANY OF THE CASHCART TEAM ARE REQUIRED TO PROVIDE A REFUND OR BUY BACK CCNX FOR ANY REASON.

4. FORCE MAJEURE

4.1. The Company or the Cashcart Team shall not be liable for failure to perform solely caused by unavoidable casualty, delays in delivery of materials, embargoes, government or regulatory orders, acts of civil or military authorities, emergency conditions (including weather conditions), security issues arising from the technology used, distributed denial of service attacks (DDoS), logic bombs, or any similar unforeseen event that renders performance commercially implausible.

4.2. If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Agreement, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

5. DISCLAIMER OF WARRANTIES

5.1. THE PURCHASER EXPRESSLY AGREES THAT THE PURCHASER IS BUYING CCNX AT THE PURCHASER'S SOLE RISK AND THAT CCNX IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.2. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANY OF THE CASHCART TEAM WARRANTS THAT THE PROCESS FOR PURCHASING CCNX WILL BE UNINTERRUPTED OR ERROR-FREE. THE COMPANY DOES NOT AND CANNOT GUARANTEE THAT THE PRICE OF CCNX WILL ALWAYS RETAIN ITS PEG TO THE CURRENT USD EXCHANGE RATE AND BE STABLE, NOR THAT CCNX TOKENS WILL RETAIN THE VALUE IT ORIGINALLY HOLDS.

6. LIMITATIONS; WAIVER OF LIABILITY

6.1. THE PURCHASER ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO (i) USE OF, OR INABILITY TO USE, CCNX OR (ii) THE CASHCART TEAM UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY KIND IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH

OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT NONE OF THE CASHCART TEAM SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, OR PURCHASE OF, OR INABILITY TO PURCHASE, CCNX, OR ARISING OUT OF ANY INTERACTION WITH THE SMART CONTRACT IMPLEMENTED IN RELATION TO CCNX. THE PURCHASER FURTHER SPECIFICALLY ACKNOWLEDGES THAT THE CASHCART TEAM IS NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF CCNX, AND THAT THE RISK OF PURCHASING AND USING CCNX RESTS ENTIRELY WITH THE PURCHASER. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ANY OF THE CASHCART TEAM BE LIABLE TO ANY PURCHASER FOR MORE THAN THE AMOUNT THE PURCHASER HAS PAID TO THE COMPANY FOR THE PURCHASE OF CCNX.

6.2. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION AND ELSEWHERE IN THE TERMS MAY NOT APPLY TO A PURCHASER. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY PURCHASER OR EXCLUDE INJURY ARISING FROM ANY WILFUL MISCONDUCT OR FRAUD OF THE COMPANY OR THE CASHCART TEAM.

7. COMPLETE AGREEMENT

These Terms, together with the Agreement, set forth the entire understanding between the Purchaser and the Company with respect to the purchase and sale of CCNX. For facts relating to the sale and purchase contemplated hereby, the Purchaser agrees to rely only on the Terms in determining purchase decisions and understands that the Terms govern the sale of CCNX and supersede any public statements about the CCNX token sale made by third parties or by the Cashcart Team or individuals associated with any of the Cashcart Team, past and present and during the CCNX token sale.

8. SEVERABILITY

The Purchaser and the Company agree that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

9. NO WAIVER

The failure of the Company to require or enforce strict performance by the Purchaser of any provision of these Terms or the Company's failure to exercise any right under these Terms shall not be construed as a waiver or relinquishment of the Company's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by the Company of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by the Cashcart Team shall be deemed a modification of these Terms nor be legally binding.

10. UPDATES TO THE TERMS

The Company reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during or after the sale by posting the amended Terms on the Website. Any Purchaser will be deemed to have accepted such changes by purchasing CCNX. The Terms may not be otherwise amended except by express consent of both the Purchaser and the Company.

11. INDEMNIFICATION

11.1. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Cashcart Team from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your purchase or use of CCNX; (ii) your responsibilities or obligations under these Terms; (iii) your violation of these Terms; or (iv) your violation of any rights of any other person or entity.

11.2. The Company reserves the right to exercise sole control over the defense, at your 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 you and the Company.

12. SECURITY

The Purchaser shall be responsible for implementing reasonable measures for securing the CCNX wallet, vault or other storage mechanism you use to receive and hold CCNX purchased from the Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Tokens. The Company is not and cannot be responsible for any losses, costs or expenses relating to lost access credentials.

13. GOVERNING LAW, ARBITRATION AND EXCLUSIVE JURISDICTION

13.1. This Agreement shall be construed and interpreted in accordance with and shall be governed by the laws of the Philippines.

13.2. Any dispute, controversy or claim arising out of or in connection with this Agreement that the Parties are unable to resolve despite efforts to amicably settle shall be referred to arbitration and determined by a tribunal comprised of one (1) arbitrator to be appointed by the Philippine Dispute Resolution Center, Inc. (PDRCI) according to its Arbitration Rules as at present in force. The seat of arbitration shall be Makati City, Philippines, the location to be determined by the PDRCI, the language of the arbitration shall be English and the regulations established by the PDRCI shall govern the process. The arbitration tribunal shall have the right to issue injunctions and its decision shall be compulsory, final and strictly mandatory to the parties who in turn waive any other jurisdiction or venue that may apply and agree to be subject to the arbitral decision waiving appeals of any type.

The Parties irrevocably submits to the exclusive jurisdiction of appropriate courts in Makati City, Metro Manila, Philippines, to the exclusion of all other courts for the purpose of enforcing any right or obligation under or arising out of this Agreement.

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

Signed by

[NAME OF PURCHASER]

Purchaser

Date:

Signed by

Cashcart Infinity Shopping Corporation

FRUVY RIVERA

Chief Executive Officer

Date: