

Scrinium Coin ('SCR') Sale

Coin Sale Agreement

Last Update: 09.02.2018

This **Coin Sale Agreement** (the "CSA") shall be entered into by and between **ABT Technologies LP**, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns (hereinafter referred to as "the Company" or "We"), **a Company that is incorporated under the laws of Ireland** with principal place of business at 29 Clifton House, Fitzwilliam Street, Lower Dublin 2, Dublin, Ireland, and the Purchaser who has applied for the purchase of Scrinium Coins ("SCR") during the Coin Pre-Sale or the Coin Main Sale on the company's Website, <https://www.scrinium.ai>, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns (hereinafter referred to as "the Purchaser" or "You") on the date of its electronic acceptance by Purchaser.

This is an Agreement whereby Company and Purchaser (hereinafter referred to together as "the Parties") desire to enter into a relationship in which the Company will provide Coins to be used on the Websites and other ventures of the Scrinium product developed by the ABT Technologies LP, Dublin, Ireland or its affiliated companies (hereinafter collectively referred to as "the Scrinium Group"), as explained in Agreements defined in Terms and Conditions and explained below, in exchange for consideration which has been fixed as published by the Company on its Website and/or in any of the documents which make up the Agreements.

Now, therefore, in consideration of the premises, and of the mutual promises and undertakings herein contained, the Parties, intending to be legally bound, do hereby agree as follows:

- I. This CSA sets forth general rules and procedures of the Sale of SCR ('Coins') by the Company and their purchase by the Purchasers. The definitions and terms used in the Agreement will have the meaning assigned to them in the Terms and Conditions ('T&C') document.
- II. The parties will agree with all the terms specified in all the Accompanying Documents in addition to the terms specified in this CSA.
- III. Subject to the terms of this CSA and all Accompanying Documents, the Company will sell and transfer to the Purchaser the amount of SCR Coins subscribed for by the Purchaser, and Purchaser will buy the SCR Coins from Company, and accept their transfer to the ERC 20 compatible wallet specified by the Purchaser during the registration process.

A. GENERAL TERMS

1. Please read all the documents which form the Accompanying Documents as specified in the T&C carefully before participation in this Coin Sale. If you do not agree to these terms of sale, please do not visit the Website and use the Coins in any manner, and also do not participate in the Sale of the Coins.
2. The Coin is not a financial or securities instrument. It is proprietary software made for mere participatory access to the Websites and other platforms within the Scrinium product, and certain other limited rights as specified in this document or Accompanying Documents.
3. The purchase of Coins is not in any way a purchase of equity in/or debt from the Company or its associated entities.
4. The Coins are issued at the sole discretion of the Company on submission of the requisite payment, completion of identification procedure, submission of necessary documents and fulfilment of all terms specified in all documents included in 'Agreements' as specified in Clause 2(d) of the T&C. The Company may refuse to allocate or sell any Coins even on fulfilment of all conditions without assigning any reason thereof.

B. DISCLAIMER:

1. We have consulted with our legal counsel, and have been advised that our Coin or its related sale is not considered a security. We are operating as a company selling Coins that will be used within Scrinium product. If we determine that any service offering does fall within the scope of a regulation we will be applying to have it regulated in our respective jurisdiction once the Coin sale has closed. Our Coin is not a security since it is simply a form of payment we will be accepting on the Scrinium product relative to the crowdsale - users have no rights attached to the Coin, outside of the participation access provided by ownership of the Coin and limited rights provided under this CSA or Accompanying Documents. The platforms of the Scrinium Group are separate from the Coin, so offerings on the platforms may be classified as a security, regulated commodities, or otherwise. If determined to be so, the platforms will be licensed and regulated accordingly so as to be able to offer such services legally. The Scrinium Group offers services through the Scrinium product, and will be accepting usage Coins on its platforms. However the Coin sale and the platforms in the Scrinium product are separate for all sakes and purposes.
2. This is not an investment product. This document does not constitute investment advice or counsel or solicitation for investment in any security and shall not be construed in that way.
3. This document does not constitute or form part of, and should not be construed as, any offer for sale or registration of, or any invitation to offer to buy or subscribe for, any securities, nor for the Coins.

4. This is not a company share stock/derivative. It is a Sale of a digital asset.
5. The purchase price of the Coins is quoted for the Coin Sale and Sale only and may change or vary in the future, or may be be changed by the Company without any prior intimation.
6. The payment for the Coins may be made by Users only in the listed cryptocurrencies in the manner specified in the Website and/or any of the Agreements.
7. The Coins offer no rights to profits of the Company.
8. The Coins are not designed or disingenuously devised to acquire stock or money, or any expectation of profits.
9. The Coins may or may not be listed on various secondary markets for trading, however such trading is incidental and non-consequential to the primary purpose and the actual utility of the Coin as specified on the Website and in the Accompanying Documents.
10. The Company expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from:
(i) reliance on any information contained in this document, the Whitepaper; the Website; the Agreements; and (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting therefrom.
11. By purchasing Coins from any country during the sale period and/or using them in connection with the platforms (as defined below), you will be bound by this CSA and all terms incorporated by reference.
12. The CSA or any of the Agreements will not be interpreted against one party merely as it was drafted by the party.
13. The Annexures 'A', 'B' and 'C' are integral parts of this CSA and should be read together.
14. Declaration by Purchaser: I agree to the above terms and disclaimers required to receive SCR Coins during this Coin Sale. I also declare that I am at least 18 (Eighteen) years old, not from a Restricted Country and am competent to provide valid consent to the same as per the laws applicable to me.

Annexure A

Description of Company, Network and Coins

1. Overview of Company and Affiliates

ABT Technologies LP, is a business company incorporated in Ireland which has been formed to conduct and oversee the SCR Coin Sale.

2. Overview of Network and Services

SCR is a Coin that will be used within Scrinium product of portfolio investment and other ventures by the Scrinium Group.

Annexure B

Coin Sale Procedures and Specifications

1. Coin Price

The price will be 1 ETH = 3000 SCR for the procedures set forth in Section 3 of this Annexure B. The Company reserves the right to lower the price per Coin, at its sole discretion, during the Sale Period.

2. Commencement, Duration and Completion of Coin Sale: The Company will conduct a Coin Pre-Sale during a period (the "Pre-Sale Period"), which will begin at 12:00 AM UTC on 11 December 2017 (the "Launch Date") and end on 23:59 UTC on 11 January 2018 or earlier as decided by the Company. The Pre-Sale will be followed by the Coin Main Sale to be conducted during a period (the "Main Sale Period") which will begin at 12:00 AM UTC on 11 February 2018 and end on 23:59 CET on 11 March 2018 or earlier as decided by the Company. The period from the Launch Date until the end of the Main Sale is hereinafter referred to as "Sale Period".

3. Procedures for Buying and Receiving Coins

To purchase Coins during the Sale Period, you must have certain coin wallets established and operational. Specifically, you must have: (i) a cryptocurrency wallet supporting BitCoin if you wish to purchase the Coins using cryptocurrency (ii) an Ethereum wallet that supports the ERC20 Coin standard in order to receive Coins that you purchase from the Company (iii) a cryptocurrency wallet on digital asset exchange supporting Ethereum or BitCoin.

The Company reserves the right to prescribe additional guidance regarding specific wallet requirements. At the Launch Date, the Company will make available a web application to allow you to purchase and receive Coins. If you wish to purchase Coins, you must provide your cryptocurrency wallet address details on the Website.

You will also need to provide an Ethereum ERC20 compatible wallet address for the delivery of Coins you purchase via the Smart Contract System. The Company may also request certain optional information, such as an email address, through the web interface.

Once the Company has received a deposit from you, the Company will authorise the Smart Contract System to deliver Coins to the Ethereum ERC20 wallet address that you provided to the Company for delivery of the Coins. The Smart Contract System is deployed by the Company from Ireland, and is programmed so that all transactions it executes will be executed in Ireland. As such, title to and risk of loss of Coins delivered by the Smart Contract System passes from Company to Purchaser in Ireland at the time the Coins are credited to Purchasers' Ethereum ERC20 wallet.

The Company anticipates that delivery of Coins from the Smart Contract System to purchasers will occur within one week after the Sale Period concludes, but reserves the right to delay delivery up to four weeks after the conclusion of the Sale Period. Although the Company does not anticipate any security issues arising from the sale of Coins, this four week timeframe is intended as a precautionary buffer period for the Company to resolve any such security issues.

4. Coins to be Sold

The Company anticipates selling approximately 46,800,000 Coins during the Sale Period, of which 18,000,000 SCR are proposed to be sold during the Pre-Sale and 28,800,000 SCR during the Main Sale. The Coins to be sold during the Sale Period will be from a pool of Company-owned Coins transferred from the Company Custodial Wallet to the Smart Contract System. All Coins will be of equal value and functionality. A total of 64,000,000 SCR will be produced.

5. Coins Retained by the Company

Coins for public sale not sold during the Sale Period will be burned. The Company will own approximately 23% of the total SCR produced (the “Retained Coins”) after the sale is completed. Although it has no plans to do so at this time, the Company reserves the right to burn Retained Coins at any point during or after the Sale Period.

6. Use of Proceeds from the Coin Sale

The proceeds from the Coin Sale are proposed to be used in the following manner:

- 50% for marketing and platform growth.
- 30% for development of integrations into the existing systems as well as further related technical tasks.
- 10% for legal and regulatory to establish a regulated and secure framework that stands global crypto and classical market regulation.
- 10% for business development, which means strategic partnerships, growing into verticals as well as horizontals to strengthen the entire Scrinium product.

Distribution

The total group of 64 million SCR is proposed to be distributed as follows:

- Pre-Sale: 28%
- Main Sale: 45%
- Team and Advisors Coins: 14%
- Bounty: 4%
- Internal liquidity pool: 9%

The envisioned expenditures and areas of development described above are provided for illustrative purposes only, and Company reserves the right to allocate its resources, including proceeds from the sale of Coins as well as Retained Coins, at its sole discretion.

Annexure C

Certain Risks Relating to Purchase, Sale and Use of Coins

Important note: As noted elsewhere in these Terms, the Coins are not being structured or sold as securities or any other form of investment contract or product. Accordingly, none of the information presented in this Annexure C is intended to form the basis for any investment decision, and no specific recommendations are intended. The Company expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this Annexure C, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information.

By purchasing, holding and using Coins, you expressly acknowledge and assume the following risks:

1. Risk of Losing Access to Coins due to Loss of Private Key(s)

A private key, or a combination of private keys, is necessary to control and dispose of Coins stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing Coins will result in loss of such Coins. Moreover, any third party that gains access to such private key(s), including by gaining access to the login credentials of a hosted wallet service you use, may be able to misappropriate your Coins.

2. Risks Associated with the Ethereum Protocol

Because Coins and the Network are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the Network or Coins. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Coins and the Network by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

3. Risk of Mining Attacks

As with other decentralised cryptographic Coins based on the Ethereum protocol, the Coins are susceptible to attacks by miners in the course of validating Coin transactions on the Ethereum blockchain, including, but not limited to, double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the Network and the Coins, including, but not limited to, accurate execution and recording of transactions involving Coins.

4. Risk of Hacking and Security Weaknesses

Hackers or other malicious groups or organisations may attempt to interfere with the Network or the Coins 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 Network is based on open-source software, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Network, which could negatively affect the Network and the Coins.

5. Risks Associated with Markets for Coins

The Coins are intended to be used solely within the Network, and the Company will not support or otherwise facilitate any secondary trading or external valuation of Coins. This restricts the contemplated avenues for using Coins to the provision or receipt of Services, and could therefore create illiquidity risks with respect to the Coins you hold. Even if secondary trading of Coins is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third parties do ascribe an external exchange value to Coins (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

6. Risk of Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, Coins are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer, such as the Federal Deposit Insurance Corporation, or private insurance arranged by us, to offer recourse to you.

7. Risks Associated with Uncertain Regulations and Enforcement Actions

The regulatory status of the Coins and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the Network and the Coins. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the Network and the Coins. Regulatory actions could negatively impact the Network and the Coins in various ways, including, for purposes of illustration only, through a determination that Coins are a regulated financial instrument that require registration or licensing. The Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

8. Risks Arising from Taxation

The tax characterisation of Coins is uncertain. You must seek your own tax advice in connection with purchasing Coins, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

9. Risk of Alternative Networks

It is possible that alternative networks could be established that utilise the same open source code and protocol underlying the Network and attempt to facilitate services that are materially similar to the Services. The Network may compete with these alternative networks, which could negatively impact the Network and Coins.

10. Risk of Insufficient Interest in the Network or Distributed Applications

It is possible that the Network will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of distributed products (such as the Network) more generally. Such a lack of use or interest could negatively impact the development of the Network and therefore the potential utility of Coins.

11. Risks Associated with the Development and Maintenance of the Network

The Network is still under development and may undergo significant changes over time. Although we intend for the Coins and Network to follow the specifications set forth in Annexure A, and intend to take commercially reasonable steps toward those ends, we may have to make changes to the specifications of the Coins or Network for any number of legitimate reasons. This could create the risk that the Coins or Network, as further developed and maintained, may not meet your expectations at the time of purchase. Furthermore, despite our good faith efforts to develop and maintain the Network, it is still possible that the Network will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Network and Coins.

12. Risk of an Unfavourable Fluctuation of Ether and other Currency Value

The Company team intends to use the proceeds from selling Coins to fund the maintenance and development of the Network, as described further in Annexure B. The proceeds of the Coin sale will be denominated in USD, and converted into other cryptographic and fiat currencies. In addition, some sales of the Coins may also be denominated in other fiat or crypto currencies. If the value of Ether or other currencies fluctuates unfavorably during or after the Sale Period, the Company team may not be able to fund development, or may not be able to develop or maintain the Network in the manner that it intended.

13. Risk of Dissolution of the Company or Network

It is possible that, due to any number of reasons, including, but not limited to, an unfavourable fluctuation in the value of USD (or other cryptographic and fiat currencies), decrease in the

Coins' utility, the failure of commercial relationships, or intellectual property ownership challenges, the Network may no longer be viable to operate and the Company may dissolve.

14. Risks Arising from Lack of Governance Rights

Because Coins confer no governance rights of any kind with respect to the Company, all decisions involving the Company will be made by Company at its sole discretion, including, but not limited to, decisions to create and sell more Coins for use on the Scrinium product, or to sell or liquidate the Company. These decisions could adversely affect the Scrinium product and the Coins you hold.

15. Risks Involving the Trading Platform

As the Scrinium Group provides services which are linked to large number of financial transactions and trading on online platforms, the Services may involve the transfer and storage of large amounts of sensitive and/or proprietary information, which may be compromised in the event of a cyber- attack or other malicious activity. Similarly, the Services may be interrupted and files may become temporarily unavailable in the event of such an attack or malicious activity. Because users can use a variety of hardware and software that may interface with the Network, there is the risk that the Services may become unavailable or interrupted based on a failure of interoperability or an inability to integrate these third-party systems and devices that the Scrinium Group does not control with the Scrinium Group's Services. The risk that the Services may face increasing interruptions and the Network may face additional security vulnerabilities could adversely affect the Network and therefore the future utility of any Coins that you hold.

16. Unanticipated Risks

Cryptographic coins such as SCR Coins are a new and untested technology. In addition to the risks included in this Annexure C, there are other risks associated with your purchase, holding and use of Coins, including those that the Company cannot anticipate. Such risks may further materialise as unanticipated variations or combinations of the risks discussed in this Annexure C.