



AXIS TOKEN INTERNATIONAL, LTD.

Agreement for Sale of Tokens

Last Updated: May 11, 2018

PLEASE READ THIS AGREEMENT FOR SALE OF TOKENS CAREFULLY. PLEASE NOTE THAT: (I) CITIZENS OR RESIDENTS OF CERTAIN COUNTRIES MUST NOT BUY THE TOKENS AND ARE NOT ELIGIBLE TO PARTICIPATE IN THE TOKEN SALE DUE TO VARIOUS TAXATION AND REGULATORY ISSUES, (II) THE CITIZENS OR RESIDENTS OF THE UNITES STATES MUST BE “ACCREDITED INVESTORS” (AS DEFINED IN RULE 501(A) UNDER THE SECURITIES ACT OF 1933, AS AMENDED) TO BUY THE TOKENS AND BE ELIGIBLE TO PARTICIPATE IN THE TOKEN SALE, (III) SECTION 17 OF THIS AGREEMENT FOR SALE OF TOKENS CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH, IF APPLICABLE TO YOU, AFFECT YOUR LEGAL RIGHTS, (IV) THE TOKENS ARE INTENDED TO BE USED SOLELY IN CONNECTION WITH THE PLATFORM (AS DEFINED BELOW) AND DURING THE INITIAL 12 MONTHS FOLLOWING THE COMPLETION OF THE TOKEN SALE, YOU AGREE TO USE THE TOKENS SOLELY AS THE FUNCTIONALITY OF THE PLATFORM ALLOWS AND NOT TO SELL, TRANSFER OR OTHERWISE DISPOSE OF YOUR TOKENS PUBLICLY, AND (V) THE COMPANY WILL NOT SUPPORT OR OTHERWISE FACILITATE ANY SECONDARY TRADING FOR AT LEAST 12 MONTHS FOLLOWING THE COMPLETION OF THE TOKEN SALE (AND SUCH SECONDARY TRADING MAY NEVER DEVELOP AND BE AVAILABLE TO YOU). IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT FOR SALE OF TOKENS, DO NOT PURCHASE THE TOKENS.

Your purchase of Axis Tokens (the “**Axis Tokens**” or the “**Tokens**”) during the Axis Token sale (“**Token Sale**”) from Axis Token International, LTD., a corporation formed under the laws of Cayman Islands (the “**Company**,” “**we**,” “**us**” or “**our**”), is subject to this Agreement for Sale of Tokens (this “**Agreement**”). Each of you or the entity you represent and the Company is referred to as a “**Party**,” and together as the “**Parties**.” Each of you or the entity you represent is also referred to herein separately as “**you**,” “**your**” or the “**Purchaser**.”

By purchasing Axis Tokens from the Company during the Token Sale, you will be bound by this Agreement and all terms and conditions incorporated by reference. If you have any questions regarding this Agreement, please contact us at info@laneaxis.io.

Please read this Agreement carefully. If you do not agree to this Agreement, do not purchase the Tokens. By utilizing the Website located at www.laneaxis.io (the “Website”) and products and services offered therein, you acknowledge that you have read this Agreement and that you agree to be bound by it. If you do not agree to all of the provisions of this Agreement, you are not an authorized user of these services and you should not use neither the Website nor its products and services.

Should you desire us to sign a separate token sale agreement with the Company, please contact us at info@laneaxis.io to start the verification procedure and negotiations regarding signing the said agreement.

The Company reserves the right to change, modify, add or remove provisions of this Agreement at any time for any reason. We suggest that you review this Agreement periodically for changes. Such changes shall be effective immediately upon posting them on the Website. You acknowledge that by accessing the Website after we have posted changes to this Agreement, you are agreeing to the modified provisions.

Ownership of the Tokens carries no rights, express or implied, other than the right to use such tokens as a means to enable usage of and interaction with the Platform and the Ecosystem (each as defined below), if successfully completed and deployed. In particular, you understand and accept that the Tokens do not represent or confer any ownership right or stake, share or security or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the Company and its corporate affiliates, other than rights relating to the use of and interaction with the Ecosystem and the Platform, subject to limitations and conditions as described in the White Paper (as defined below) and the Website. The Tokens are not intended to be a cryptocurrency, regardless of what legal meaning word “cryptocurrency” has, security, commodity or any other kind of financial instrument. This Agreement does not constitute investment advice or counsel or solicitation for investment in any security and shall not be construed in that way.

There are significant risks and uncertainties associated with an investment in the company and the securities. The securities offered hereby are not publicly traded and are subject to transfer restrictions. There is no public market for the securities and one may never develop. An investment in the company is highly speculative. The securities should not be purchased by anyone who cannot bear the financial risk of the investment for an indefinite period of time and who cannot afford the loss of their entire investment. *See Exhibit D hereto for a discussion of certain risks relating to purchase, sale and use of the Tokens.*

This Agreement does not constitute investment advice or counsel or solicitation for investment in any security and shall not be construed in that way. This Agreement does not

constitute or form part of, and should not be construed as, any offer for sale or subscription of, or any invitation to offer to buy or subscribe for, any securities, nor for the Tokens.

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 Agreement, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting therefrom. **The citizens or residents of Singapore, People’s Republic of China and South Korea (the “other countries”) must not buy base tokens and are not eligible to participate in the Token Sale due to various taxation and regulatory issues, otherwise the company shall not hold any responsibility for such purchase. The citizens or residents of the United States or Canada must be “accredited investors” (as defined in Rule 501(a) under the Securities Act of 1933, as amended (the “Securities Act”)) in order to buy the Tokens and be eligible to participate in the Token Sale. If you buy the Tokens you warrant and guarantee that (i) you are neither Singapore nor Chinese nor South Korea citizen, permanent resident or have primary domicile in those countries, and (ii) if you are a citizen or resident of the United States or Canada, you are an accredited investor. If you are acting on behalf of the legal entity you warrant and covenant that (x) none of the Company’s owners are residents or citizens of the other countries and (y) if such entity is located in the United States, it is an accredited investor. Should your resident status or citizenship change you shall immediately notify us at info@laneaxis.io. The information contained on the Website and this Agreement will not constitute an offer to sell or an invitation, advertisement or solicitation of an offer to buy any Tokens within the other countries. We reserve the right to refuse the sale of Tokens to anyone from the other countries, the United States or Canada or from any other country, which shall include the right to claim the Tokens back if your resident status or citizenship changes and becomes from a country whose residents or citizens are not eligible to purchase the Tokens (as determined by us in our sole and absolute discretion).**

In particular, nothing in this Agreement constitutes an offer of securities for sale in the other countries and in any other jurisdictions where it is unlawful to do so. The securities have not been, and will not be, registered under the Securities Act or the securities laws of any state of the United States, Canada or other jurisdictions and the securities may not be offered or sold within the United States or to, or for the account or benefit of, U.S. Persons (as defined in Regulation S under the Securities Act) except to Accredited Investors and/or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state or local securities laws. This Agreement may not be forwarded or distributed to any other person and may not be reproduced in any manner whatsoever. Any forwarding, distribution or reproduction of this Agreement in whole or in part is unauthorized. Failure to comply with this directive may result in a violation or result in a violation of the Securities Act or the applicable laws of other jurisdictions

The Company shall not be held liable for any legal or monetary damages or consequences arising as a result of purchase of the Tokens by the citizens or residents of the United States or

Canada who are not Accredited Investors, Singapore, China, South Korea or of any other jurisdiction with related legislation or legislative barriers prohibiting the purchase of the Tokens, or their use of the Platform or the Ecosystem.

By purchasing tokens from us during the Token Sale period and/or using them in connection with the Platform and the Ecosystem, you will be bound by this Agreement and all terms incorporated by reference. If you have any questions regarding this token sale agreement, please contact us at info@laneaxis.io.

* * * * *

You and Company agree as follows:

1. Purpose and Use of the Axis Tokens

(a) LaneAxis, Inc., a Delaware corporation (“**LaneAxis**”), is developing and deploying an Ethereum-based comprehensive interaction platform that leverages blockchain technology, and more specifically, auditable immutability and traceability of records to act as a bridge between carriers, shippers, trucks and regulators (the “**Platform**”), as more fully described in the technical White Paper captioned “LaneAxis Interaction Platform”, available on www.laneaxis.io (the “**White Paper**”). The Tokens act as a provenance and trust protocol for data across disparate semi-trusting organizations. The Platform is built over a high performance enterprise blockchain, with the utility Token required for blockchain entry, the Internet of Things installed in trucks, client side applications and integration platforms to integrate with legacy systems. The Platform will be accessed through the Tokens, decentralized ERC20 tokens that Company is selling in the Token Sale. As discussed further in the White Paper, the Axis Tokens are the digital utilities that power and incentivize the LaneAxis ecosystem (the “**Ecosystem**”) and provides access to the Platform (the “**Token Utility**”).

(b) Purchase, ownership, receipt or possession of the Tokens carries no rights, express or implied, other than the right to use the Tokens in connection with Token Utility, in each case, to the extent that the Platform remains in use after its deployment by the Company. **You understand and accept that the Tokens do not represent or confer any ownership right, stake, share or security or equivalent rights, or any right to receive future revenue share or profits, intellectual property rights or any other form of participation in or relating to the Company, LaneAxis or their respective affiliates, including the governance of the Company and LaneAxis. The Tokens are not intended to be a digital currency, security, commodity, expectation of profit or any other kind of financial instrument.**

No promises of future performance or value are or will be made with respect to the Tokens, including no promise of inherent value, no promise of continuing payments, and no guarantee that the Tokens will hold any particular value.

2. Eligibility

In order to be eligible to participate in the Token Sale, you must:

(a) Be at least 18 years of age;

(b) Comply with all the terms and conditions set forth in this Agreement;

(c) Complete the Registration process, as defined and described in more detail in Exhibit B hereto. The Registration process is mandatory and requires you to (i) provide all information we request during the Registration process (“**Registration Information**”) and (ii) have an ERC20-compatible Ethereum wallet (a “**Purchaser Wallet**”), each as described further in Exhibit B hereto; and

(d) Provide to Company such Anti-Money Laundering Information as the Company may require (the “**AML Info**”), with your information as of the date of your response, together with any supporting identification and other required documentation. We will use your responses to comply with our requirements under the USA Patriot Act for purposes of the U.S. anti-money laundering laws. The information included on your AML Info will be kept strictly confidential and will not be publicly disclosed, unless required by law.

(e) If you are a citizen or a resident of United States or Canada, demonstrate to the Company that you are an “accredited investor” as defined in Rule 501(a) under the Securities Act (the “**Accredited Investors**”) by completing and signing the Accredited Investor Questionnaire, attached hereto as Exhibit C (the “**AIQ**”), with your information as of the date of your response, and return by email a copy of your completed and signed AIQ to the Company, together with such supporting identification and other required documentation as the Company may request.

(f) (as applicable) sufficient to allow you to complete your purchase of Axis Tokens pursuant to this Agreement.

3. **Persons Who Are Restricted to Purchase the Tokens**

The Tokens are not being offered or distributed to, as well as for the first 12 months after the completion of the Token Sale cannot be resold or otherwise alienated by their holders to the following restricted persons (collectively, the “**Restricted Persons**”):

(a) Citizens or residents of, or legal persons having their location or their seat of incorporation in, Canada, the United States of America (including its states and the district of Columbia), Puerto Rico, the Virgin Islands of the United States, or any other possessions of the United States of America and not being Accredited Investors;

(b) Citizens or residents of, or legal persons having their location or their seat of incorporation in, the country or territory where transactions with digital tokens are prohibited or in any manner restricted by applicable laws or regulations, or will become so prohibited or restricted at any time after this Agreement becomes effective;

(c) The Restricted Persons are strictly prohibited and restricted from purchasing and using the Tokens and neither the Company nor LaneAxis is soliciting purchases and usage of the Tokens by Restricted Persons in any way;

(d) It is solely the Purchaser's obligation to verify at the time of making payment for the Tokens: (i) whether or not the Purchaser or a person he represents is a Restricted Person; (ii) whether or not the Purchaser is allowed to purchase the Tokens under the applicable laws and regulations; and (iii) whether or not the Purchaser is allowed by applicable laws and regulations to use the Tokens in the manner specified on the Website.

(e) If a Restricted Person purchases the Tokens, such Restricted Person has done so on an unlawful, unauthorized and fraudulent basis. In such a case, any transactions and operations entered into by the Restricted Person in respect of the Tokens shall be null and void, including, but not limited to, the following: (i) transactions resulting from acceptance of this Agreement; (ii) any transaction resulting from the acquisition of the Tokens; (iii) any payment operation.

(f) Neither the Company nor LaneAxis shall be bound by a transaction or an operation in violation of this Agreement, and the Company may in its sole discretion: (x) take all necessary and appropriate actions to apply and enforce the consequences of the void transactions and operations specified above; (y) notify the relevant authorities on the transaction or the operation in question; and (z) retain all the funds paid by the Restricted Person and either freeze them until the situation is resolved by the respective authority or transfer to the account specified by the relevant financial authority, or apply to cover inflicted losses or discharge liabilities, or refund to the payer of the funds in accordance with the applicable legislation and provisions of this Agreement.

(g) Any Restricted Person purchasing the Tokens shall be solely liable for any and all damages, liabilities, losses and expenses caused to the Company and LaneAxis and shall indemnify, defend and hold harmless the Company, LaneAxis and their respective officers, directors, employees, shareholders, agents, representatives and affiliates (collectively, the "**Company Parties**") from any damages, liabilities, losses and expenses incurred by the Company Parties that arise from or are the result of such Restricted Person's purchase of the Tokens.

(h) The Company is neither offering nor distributing the Tokens nor carrying on a business (activity) or any regulated activity in Singapore, in the People's Republic of China, in

South Korea, or in other countries and territories where applicable laws and regulations to purchase or use the Tokens in the manner specified on the Website is not permitted.

4. Scope of Terms

Unless otherwise stated herein, this Agreement governs only your purchase of Axis Tokens from the Company during the Token Sale. The Company will have no responsibility for the use of Axis Tokens after Axis Tokens are sold.

5. Cancellation and Refunds; Rejected and Unsuccessful Purchase Attempts

Your purchase of Axis Tokens from us during the Token Sale is final, and there are no refunds or cancellations except as may be required by applicable law or regulation.

WE RESERVE THE RIGHT TO REFUSE OR REJECT AXIS TOKENS REGISTRATION OR PURCHASE ATTEMPTS AT ANY TIME FOR ANY REASON IN OUR SOLE DISCRETION. ATTEMPTS TO PURCHASE AXIS TOKENS WILL BE REJECTED IF ETH OR BITCOINS ARE SENT TO THE TOKEN SALE ADDRESS AT ANY TIME BEFORE OR AFTER THE TOKEN SALE (UNLESS OTHERWISE PERMITTED BY THE COMPANY). WE ARE NOT RESPONSIBLE FOR ANY UNSUCCESSFUL ATTEMPT YOU MAY MAKE TO PURCHASE OR REGISTER TO PURCHASE AXIS TOKENS, REGARDLESS OF CAUSE.

6. Token Sale Procedures and Specifications

Important information about the procedures and material specifications of the Token Sale is provided in Exhibits B through D hereto. By purchasing Axis Tokens, you acknowledge that you have read and understand such Exhibits B through D.

7. Acknowledgment and Assumption of Risks

You acknowledge and agree that there are risks associated with purchasing Axis Tokens, owning Axis Tokens, and using Axis Tokens in connection with Token Utility, as disclosed and explained in Exhibit D hereto. If you have any questions regarding these risks, please contact us at info@laneaxis.io. **BY PURCHASING THE AXIS TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.**

8. Security

You are responsible for implementing reasonable measures for securing your Purchaser Wallet and any other wallet or vault you use to hold Axis Tokens you purchase from us, including any requisite private keys or other credentials necessary to access such Purchaser Wallet or other wallet or vault. In the event that Purchaser is no longer in possession of Purchaser's private keys or any device associated with Purchaser's account or is not able to

provide Purchaser's login or identifying credentials, Purchaser may lose all of Purchaser's Tokens anchor access to Purchaser's account. Company Parties are under no obligation to recover any Tokens and are not liable for such loss of Purchaser's Tokens.

Notwithstanding any other provision of this Agreement, we will not be responsible or liable for any damages, losses, costs, penalties, fines or expenses arising out of or relating to (i) your failure to implement reasonable measures to secure your Purchaser Wallet or any other wallet or vault you use to hold Axis Tokens or the relevant access credentials, (ii) the loss of, tampering with, circumventing or unauthorized use of the access credentials to your Purchaser Wallet or any other wallet or vault you use to hold Axis Tokens, (iii) any security breach affecting the security of your Purchaser Wallet or any wallet or vault you use to hold Axis Tokens, or (iv) the loss of Axis Tokens from your Purchaser Wallet or any wallet or vault you use to hold Axis Tokens.

8. Registration Information

Please refer to our Token Sale Privacy Policy at www.laneaxis.io for information about how we collect, use and disclose your Registration Information and other information collected through www.laneaxis.io.

9. Taxes

Any amounts that you pay for Axis Tokens are exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of Axis Tokens, including, for example, sales, use, value added, and similar taxes. It is your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of Axis Tokens.

10. Representations and Warranties

You represent and warrant that as of the date of your purchase of any Axis Tokens:

(a) You have a sufficient technical understanding of cryptographic tokens (including Axis Tokens, Ether and BTC), Ethereum-based protocols, distributed networks (including the Platform), token storage mechanisms (including your Purchaser Wallet), and blockchain technology in general to understand this Agreement and to appreciate the risks and implications of purchasing Axis Tokens;

(b) You have carefully read and understand the terms and conditions of this Agreement (including all exhibits which are part of this Agreement);

(c) You have carefully read and examined the White Paper and understand the purpose of the Axis Tokens;

(d) You have obtained sufficient information about Axis Tokens to make an informed decision to purchase Axis Tokens;

(e) You understand, acknowledge and assume the restrictions and risks associated with the purchase, holding and use of Axis Tokens as set forth herein, including, but not limited to, the risks explained and disclosed in Exhibit D hereto;

(f) You understand that Axis Tokens are intended to be used only in connection with Token Utility, and confer no rights of any form with respect to the Company, LaneAxis or their corporate affiliates, including, but not limited to, any ownership, voting, stock, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;

(g) You are purchasing Axis Tokens solely for use in connection with Token Utility and are not purchasing Axis Tokens for any other purposes, including, but not limited to, any investment, speculative or other financial purposes;

(h) You understand and acknowledge that the Company is not registered with or licensed by any financial regulatory authority in the Cayman Islands or elsewhere. Accordingly, no Cayman Islands or other financial regulatory authority has passed upon the contents of this Agreement or the merits of purchasing Axis Tokens, nor has this Agreement been filed with, or reviewed by, any Cayman Islands or other financial regulatory authority;

(i) You understand and acknowledge that this Agreement shall not be construed as an invitation (to the public in Cayman Islands or otherwise) to subscribe for any securities, and you understand and acknowledge that no actions of, or documentation issued by the Company and/or LaneAxis, shall be construed as such;

(j) All Registration Information you have provided is complete and accurate;

(k) You are at least 18 years of age;

(l) Your purchase of Axis Tokens complies with applicable laws and regulations in your jurisdiction, including, but not limited to, (i) legal capacity and any other applicable legal requirements in your jurisdiction for purchasing Axis Tokens, using Axis Tokens, and entering into contracts with us, (ii) any foreign exchange, regulatory or import/export restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;

(m) You hereby certify that you are not (i) a citizen or resident of a geographic area in which use of Axis Tokens in connection with Token Utility is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other applicable sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of

Treasury’s Specially Designated Nationals List, the U.S. Department of State’s Debarred Parties List or other applicable sanctions lists. You hereby represent and agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, you will immediately notify the Company and cease using Axis Tokens. You agree that you will not knowingly sell or otherwise transfer Axis Tokens to a party subject to U.S. or other applicable sanctions;

(n) If you are a citizen or resident of, or legal person having its location or its seat of incorporation in, Canada, the United States of America (including its states and the district of Columbia), Puerto Rico, the Virgin Islands of the United States, or any other possessions of the United States of America, you are (i) an Accredited Investor and you will complete and execute the Accredited Investor Questionnaire, in the form attached hereto as Exhibit D, and deliver it to the Company before you may be eligible to purchase the Tokens, and (ii) acquiring the Tokens for not with a view to resale or distribution;

(o) You are not resident or domiciled in the People’s Republic of China, Singapore or South Korea or purchasing Axis Tokens from a location in the People’s Republic of China, Singapore, South Korea or any other jurisdiction prohibiting its residents or domiciles from participating in or purchasing tokens or coins in token sales (commonly referred to as “Initial Coin Offerings” or “ICOs”);

(p) If you are purchasing Axis Tokens on behalf of any entity, (i) you are authorized to accept this Agreement and to act on such entity’s behalf, (ii) such entity will be responsible for breach of this Agreement by you or any other employee or agent of such entity (references to “you” in this Agreement refer to you and such entity, jointly), and (iii) such entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization;

(q) You will not use Axis Tokens or the Platform in connection with any activity that violates applicable laws in any relevant jurisdiction, including, but not limited to, use of Axis Tokens or the Platform in connection with transactions that violate U.S. federal or state securities or commodity laws;

(r) You will at all times maintain control of your Purchaser Wallet, and you will not share or disclose the account credentials associated with your Purchaser Wallet with any other party. If you transfer Axis Tokens from your Purchaser Wallet into another wallet or vault, you will likewise at all times maintain control of such other wallet or vault, and you will not share or disclose the account credentials associated with such other wallet or vault with any other party;

(s) You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of Axis Tokens;

(t) You will complete and execute the Anti-Money Laundering Information Form, in the form attached hereto as Exhibit C, and deliver it to the Company before you may be eligible to purchase the Tokens. You also agree to provide to the Company such documents that it may request in connection with the Company's compliance requirements with any anti-money laundering laws in order to determine your eligibility; and

(u) You understand and acknowledge that title to, and risk of loss of, Axis Tokens you purchase from Company passes from Company to you in Cayman Islands.

11. Transfer Restrictions; No Secondary Trading.

You understand and acknowledge that (i) during the initial 12 months after the completion of the Token Sale the Tokens cannot be resold or otherwise alienated by their holders to the Restricted Persons (as defined above), (ii) during the initial 12 months following the completion of the Token Sale, you agree to use the tokens solely as the functionality of the platform allows and not to sell, transfer or otherwise dispose of your tokens publicly, and (iii) the Company will not support or otherwise facilitate any secondary trading for at least 12 months following the completion of the Token Sale (and such secondary trading may never develop and be available to you).

12. Indemnification

(a) To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Company, LaneAxis and their 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 "**Indemnified Parties**") 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 Axis Tokens, (ii) your responsibilities or obligations under this Agreement, (iii) any breach by you of this Agreement, or (iv) any infringement or violation by you of any rights of, or laws or regulations applicable to, any other person or entity.

(b) The Company and LaneAxis reserve the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 11(a). 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 and/or LaneAxis.

13. Know Your Customer and Anti-Money Laundering

(a) The Company and its affiliates follow "Know-Your-Customer" ("**KYC**") and Anti-Money Laundering ("**AML**") and other banking or government regulations in respective jurisdictions. Each and any purchaser of Tokens fully agrees to assist the Company in fulfillment

of the mentioned regulations and provide any necessary information if such is required from the purchaser by the authorized authority.

(b) As part of the Company's compliance process with such regulations, the Company shall conduct KYC and AML checks on you prior to your purchase of the Tokens or the transfer of the Tokens to you (as determined by the Company). As part of such checks, the Company shall collect and store, and you agree to provide to the Company, prior to your purchase of the Tokens or prior to the transfer of the Tokens to you, the following types of data about the Purchaser:

- (i) Your name and surname;
- (ii) Your email;
- (iii) Your address;
- (iv) Your date of birth;
- (v) A copy of your passport or driver license or other appropriate identification document details or incorporation documents if you are a legal entity;
- (vi) Identification numbers that you may use or have registered with your local tax authority; and
- (vii) A copy of your utility bills and/or other documents that the Company can use to verify your address.

(c) In certain cases (when additional verification by bank or compliance authority is needed according to governmental rules, AML or KYC policies) the Company may require you to provide additional information, and some or all of the following:

- (i) Confirmation of proceeds sources;
- (ii) Sworn statements;
- (iii) W2-form;
- (iv) Bank statement;
- (v) Broker License (if applicable);
- (vi) Information regarding the value of your assets and/or net worth;
- (vii) Confirmation of any professional licenses that you may hold; and
- (viii) Any other documents that the Company may reasonably request to satisfy applicable KYC and AML requirements.

(d) The Company shall refuse your access to the Website if the Company has reasonable doubts as to validity, authenticity and genuineness of the data provided by you, or in case you have failed to provide the data and other additional information as required above. In such case you will be deemed to have violated the provisions of this Section of this Agreement and the Company shall refuse to transfer the Tokens to you and shall use its commercially reasonable best efforts to refund the money, including any cryptocurrencies, that the Company has actually received from you to purchase the Tokens from the Company in the same amount (of the form of payment, whether money or any cryptocurrencies, as applicable) it has been transferred to the Company (with no interest or any other amounts due on such funds, subject to

the deduction of any transfer fees paid by the Company). In addition, the Company has the right to use any possible efforts for preventing the money laundering and terrorism financing, including, but not limited to, blocking your Ethereum Wallet and disclosing any information about you to the federal and/or state authorities on their request, without your knowledge or consent.

(e) All payments by you to the Company in connection with this Agreement shall be made only in your 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, as amended, and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.

(f) As part of the Company’s commitment to the prevention of money laundering, the Company will not tolerate any Token-holder abusing their services for such matters. If the Company suspects any Token-holder is abusing their services for the purposes of money laundering, they reserve the right to freeze any funds used to purchase the Tokens. The Company reserves the right to report any suspicious activities to the police or relevant authorities without the Token-holder’s knowledge or consent.

14. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (I) AXIS TOKENS ARE SOLD ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO AXIS TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (II) WE DO NOT REPRESENT OR WARRANT THAT AXIS TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN AXIS TOKENS WILL BE CORRECTED; AND (III) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT AXIS TOKENS OR THE DELIVERY MECHANISM FOR AXIS TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this Section 14 may not apply to you.

15. Limitation of Liability

(A) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL THE COMPANY OR ANY OF THE INDEMNIFIED PARTIES BE

LIABLE FOR LOSS OF PROFITS OR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER LOSS OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR LOSS FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF AXIS TOKENS OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OR CAUSE OF ACTION, WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH LOSS WERE FORESEEABLE); AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND THE INDEMNIFIED PARTIES (JOINTLY) FOR ANY LOSS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE AXIS TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR AXIS TOKENS.

(B) THE LIMITATIONS SET FORTH IN SECTION 13(A) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR GROSS NEGLIGENCE, FRAUD OR INTENTIONAL OR WILLFUL MISCONDUCT OF THE COMPANY.

16. Release

To the fullest extent permitted by applicable law, you release the Company and the other Indemnified Parties from responsibility, liability, claims, demands and 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 users and the acts or omissions of third parties. You expressly waive any rights you may have under California Civil Code § 1542 as well as any other statute or common law principles that would otherwise limit the coverage of this release (including similar laws in other applicable jurisdictions) to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

17. Dispute Resolution; Arbitration

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT CONTAINS ADDITIONAL PROVISIONS APPLICABLE ONLY TO INDIVIDUALS RESIDENT OR DOMICILED IN THE UNITED STATES. IF YOU ARE RESIDENT OR DOMICILED IN THE UNITED STATES, THIS SECTION REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. IF YOU ARE RESIDENT OR DOMICILED OUTSIDE THE UNITED STATES, THIS SECTION DOES NOT APPLY TO YOU AT ALL AND FORMS NO PART OF OUR AGREEMENT WITH YOU.

(a) *Binding Arbitration.* Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “Disputes”) in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you, the Company and LaneAxis (i) waive your, the Company’s and LaneAxis’ respective rights to have any and all Disputes arising from or related to this Agreement resolved in a court, and (ii) waive your, the Company’s and LaneAxis’ respective rights to a jury trial. Instead, you, the Company and LaneAxis will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

(b) *No Class Arbitrations, Class Actions or Representative Actions.* Any Dispute arising out of or related to this Agreement is personal to you, the Company and LaneAxis and will be resolved solely through individual arbitration 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.

(c) *Federal Arbitration Act.* This Agreement affect interstate commerce and the enforceability of this Section 15 will be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “FAA”), to the maximum extent permitted by applicable law.

(d) *Notice; Informal Dispute Resolution.* Each Party will notify the other Party in writing of any Dispute within 30 days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Company shall be sent by email to the Company at legal@laneaxis.io. We may provide notice to you via email to the email address you provide in connection with Registration. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and Company cannot agree how to resolve the Dispute within 30 days after the date notice is received by the applicable Party, then either you or Company may, as appropriate and in accordance with this Section 15, commence an arbitration proceeding or, to the extent specifically provided for in Section 15(a), file a claim in court.

(e) *Jurisdiction of Arbitration.* Any arbitration will occur in Orange County, California. Arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services (“JAMS”), which are hereby incorporated by reference. The state and federal courts located in Orange County, California will

have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county where you reside if the Dispute meets the requirements to be heard in small claims court.

(f) *Authority of Arbitrator.* As limited by the FAA, this Agreement and the applicable JAMS rules, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by this Agreement. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

(g) *Rules of JAMS.* The rules of JAMS and additional information about JAMS are available on the [JAMS website](#). By agreeing to be bound by this Agreement, you either (i) acknowledge and agree that you have read and understand the rules of JAMS, or (ii) waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

(h) *Severability of Dispute Resolution; Arbitration.* If any term, clause or provision of this Section 15 is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section 15 will remain valid and enforceable. Further, the waivers set forth in Section 15(b) are severable from the other provisions of this Agreement and will remain valid and enforceable, except as prohibited by applicable law.

18. Governing Law and Venue

This Agreement will be governed by and construed and enforced in accordance with the laws of Cayman Islands, without regard to conflict of law rules or principles (whether of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out or relating to this Agreement or its subject matter or formation (including non-contractual Disputes of claims) will be resolved in the courts of Cayman Islands, except where Section 17 applies to you because you are resident or domiciled in the United States in which case any such dispute must be resolved in accordance with Section 17.

19. Severability

If any term, clause or provision of this Agreement is held unlawful, void or unenforceable, then that term, clause or provision will be severable from this Agreement and will

not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of this Agreement.

20. Disruption Event

In the event of a Disruption Event, we have the right to suspend the Token Sale. If we elect to suspend the Token Sale, we will publicly announce the suspension as soon as reasonably practicable and, prior to resuming the Token Sale, we will announce the resumption at least four hours in advance. If we suspend the Token Sale for a period of time (the “**Suspension Period**”) pursuant to this Section 18, we will determine in our sole and absolute discretion whether to (i) nevertheless end the Token Sale on the scheduled Token Sale End Date (as defined in Exhibit B) or (ii) extend the Token Sale for a period equal to the Suspension Period. We will provide notice of our election in this regard in the public announcements of the resumption of the Token Sale following the Suspension Period. A “Disruption Event” means (i) any event or occurrence that causes a disruption in the functionality of the Ethereum blockchain, and such disruption has an adverse effect on the processing time for Ethereum blockchain transactions, (ii) any event or occurrence that causes a disruption in the functionality of the software used in connection with the Token Sale and such disruption has an adverse effect on the implementation of the Token Sale, (iii) a change in the price of Ether or BTC of 10% or more in any 24-hour period, (iv) any compromise of security that has or in our sole good faith determination may have an adverse impact on the Token Sale, or (v) any other event that we reasonably think materially adversely affects or may materially adversely affect the Company, LaneAxis and/or the Platform.

21. Modification of Terms

We have the right to modify this Agreement if we reasonably believe that such modifications are necessary to comply with applicable laws or regulations or to address technical or factual inaccuracies. If we make changes, we will post the amended Agreement at www.LaneAxis.io and update the “Last Updated” date above. We may also provide notice to you via email to the email address you provide during Registration. The amended Agreement will be effective immediately, and your continued participation in the Token Sale, or continued use or holding of Axis Tokens you purchase in the Token Sale, as applicable, shall constitute your acceptance of the modified Agreement.

22. Website

The Website is a summary of the terms that is outlined in greater detail in this Agreement by which the Website is qualified in its entirety, and any decision to purchase the Tokens should only be made following a review of this Agreement. The Website contains forward-looking statements, which can be identified by the fact that they do not relate strictly to historical or current facts and may include the words “may,” “will,” “expect,” “intend,” or other expressions of similar meaning, including statements with respect to use of proceeds of proceeds of the Token Sale, usage of the Tokens, Platform functionality and the Ecosystem’s prospects. These

forward-looking statements are based on the current expectations and a number of factors could affect future events. You should carefully review the section entitled “Certain Risks Relating to Purchase, Sale and Use of Axis Tokens,” which is attached hereto as Exhibit D, for a discussion of factors that could affect future events implied by these forward looking statements and other risks associated with a purchase of the Tokens.

23. Miscellaneous

This Agreement constitutes the entire agreement between you and us relating to your purchase of Axis Tokens from us. Our failure to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision. We will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control. We may assign our rights and obligations under this Agreement. Purchasing Axis Tokens from us does not create any form of partnership, joint venture or any other similar relationship between you and us. Except as otherwise provided in herein, this Agreement are intended solely for the benefit of you and us and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including this Agreement, may be provided in electronic form.

* * *

Description of Company, the Platform, and Axis Tokens

1. Overview of Company and Affiliates

The Company is a corporation formed under the law of Cayman Islands. The Company will have certain responsibility for administering certain aspects of ongoing development related to the Axis Tokens, Token Utility and the Platform. It is anticipated that Company's affiliate, LaneAxis, Inc., a Delaware corporation ("**LaneAxis**"), will provide certain administrative, technical, development, corporate and other services to Company in connection with ongoing development related to Axis Tokens, Token Utility and the Platform. The Platform is solely owned and operated by LaneAxis.

2. Overview of Platform

The Company's affiliate, LaneAxis, is currently developing and deploying an Ethereum-based comprehensive interaction platform that leverages blockchain technology, and more specifically, auditable immutability and traceability of records to act as a bridge between carriers, shippers, trucks and regulators (the "**Platform**"), as more fully described in the technical White Paper captioned "LaneAxis Interaction Platform White Paper", available on www.laneaxis.io (the "**White Paper**"). The Tokens act as a provenance and trust protocol for data across disparate semi-trusting organizations. The Platform is built over a high performance enterprise blockchain, with the utility Token required for blockchain entry, the Internet of Things installed in trucks, client side applications and integration platforms to integrate with legacy systems. The Platform will be accessed through the Tokens, decentralized ERC20 tokens that Company is selling in the Token Sale.

3. Axis Tokens - Token Utility

The Company expects Axis Tokens to be used as digital utilities that power and incentivize the LaneAxis ecosystem and Platform. The Axis Tokens provide access to the Platform. For purposes of this Agreement, the use of Axis Tokens as described herein and in the White Paper is collectively referred to as "**Token Utility**."

4. Additional Information Regarding the Platform and Ongoing Development

Further details regarding the Platform, uses of Axis Tokens for Token Utility, and Company's anticipated development roadmap are described in the White Paper, which is available at www.laneaxis.io.

Although Company intends for the Platform and Axis Tokens to function in the manner generally described above, it reserves the right to modify features, functionalities or ongoing development plans in its sole and absolute discretion. Moreover, the information provided in the White Paper is provided for illustrative and descriptive purposes only, does not form part of this

Agreement unless expressly incorporated herein, and is subject to modification by Company in its sole and absolute discretion.

Token Sale Procedures and Specifications

1. Total Number of Axis Tokens to be Created and Sold

Company will create a total of [redacted] Axis Tokens by the time of the Delivery Date (defined in Section 5 below). No additional Axis Tokens will be created. Prior to the Token Sale, Company will conduct a private sale of approximately [redacted] Axis Tokens (or [redacted]% of the total Axis Tokens) (“**Pre-sale**”).

Although subject to change at the Company’s sole and absolute discretion, at the time of the Delivery Date, the allocation of Axis Tokens is expected to be approximately as follows:

- [redacted]% of the total Axis Tokens, minus the amount of Axis Tokens sold in the Pre-sale, is expected to be allocated to purchasers in the Token Sale (“Sale Axis Tokens”), assuming the purchase of the entire amount of such tokens.
- [redacted]% of the total Axis Tokens is expected to be reserved for various purposes related to the Platform’s user community, including, without limitation, to developing user growth and development of the Platform and supplementing the supply of the Axis Tokens used by the user ecosystem on the Platform at the Company’s sole discretion.
- [redacted]% of the total Axis Tokens is expected to be allocated to the Company’s and LaneAxis’ founding team and employees, directors and consultants, as well as to compensate the Company’s and LaneAxis’ marketing, advertising and other professionals.
- [redacted]% of the total Axis Tokens is expected to be reserved for various purposes related to the dispensaries utilizing the Platform, including, but without limitation, to developing dispensaries growth and their utilization of the Platform and supplementing the supply of the Axis Tokens used by the dispensaries in the ecosystem at Company’s sole discretion.
- [redacted]% of the total Axis Tokens is expected to be allocated to a bounty reserve.

2. Commencement and Duration of Token Sale

The Token Sale is expected to open initially to purchasers who have successfully completed a pre-registration process on www.laneaxis.io and otherwise complied with all other pre-registration requirements that maybe required by the Company. This pre-sale will commence on or about 3:00am EST (8:00am UTC) on [redacted], 2018.

The Token Sale is expected to open subsequently to other purchasers on or about 12:00am EST (5:00am UTC) on [redacted], 2018.

The Token Sale is expected to continue until (i) the Target Amount (as defined in Section 6 below) is reached or (ii) [] weeks have elapsed, whichever is earlier (either of (i) or (ii), the “**Token Sale End Date**”).

3. Axis Token Price

The price of the Axis Tokens sold in the Token Sale will be as indicated on the Company’s website, www.laneaxis.io and as set forth in the White Paper.

4. Registration and Other Procedures for Buying Axis Tokens in the Token Sale

To participate in the Token Sale, you must undergo the Token Sale registration process described herein or as otherwise required by the Company in connection with a Pre-sale (“**Registration**”). Registration is expected to begin at the same time the Token Sale commences.

Before beginning Registration, you must have an ERC-20 compatible Purchaser Wallet, such as the Ethereum wallet supported by MyEtherWallet.

To begin Registration, you must access the Registration webpage at www.laneaxis.io. To complete Registration, you must: (i) provide all Registration Information requested; (ii) review, agree to and comply with this Agreement; and (iii) sign a message with the private key corresponding to your Purchaser Wallet. Registration Information is currently expected to include first name, last name, entity (if applicable), date of birth, email address, physical address, Purchaser Wallet address, the amount of Ether or BTC (as applicable) you intend to use to purchase Axis Tokens, and a copy of your official national passport or other government issued identification (depending on the amount of your purchase request). We reserve the right to request additional Registration Information, and to deny attempts to register for the Token Sale, at our sole and absolute discretion.

We may also verify your email and phone number (via SMS text message) to persons who successfully complete Registration, and may provide further information relating to the Token Sale to you via email.

5. Axis Tokens Purchase and Delivery

During the Token Sale, the Token Sale address will only accept Ether or BTC from verified Purchaser Wallets with adequate Ether or BTC balances (as applicable) belonging to persons who have completed Registration. Ether or BTC (as applicable) must be sent to the Token Sale address during the Token Sale in order to purchase Axis Tokens. Sending Ether or BTC (as applicable) to any other address may result in loss of Ether or BTC (as applicable).

Axis Tokens are expected to be delivered to the Purchaser Wallet address that sent the Ether or BTC (as applicable) purchase amount to the Token Sale address on or about [month], 2018 (“**Delivery Date**”).

The Company expects to (i) deliver to Token Sale purchasers an aggregate number of Axis Tokens purchased in the Token Sale and (ii) retain any remaining Axis Tokens.

The Token Sale address will be deployed by the Company from Cayman Islands. As such, you acknowledge that title to, and risk of loss of, Axis Tokens delivered by the Token Sale address passes from Company to you in Cayman Islands.

6. Use of Proceeds from Axis Tokens Token Sale

The Company is limiting the approximate total proceeds of the sale of Axis Tokens in the Token Sale to the estimated amount needed (including sale proceeds received in the Pre-sale) to complete the Company's development roadmap, with the maximum amount of such proceeds not to exceed \$[REDACTED],000,000 USD ("**Target Amount**").

The proceeds of the Token Sale are intended to be used for the ongoing development of the Platform and LaneAxis, as outlined in the White Paper, as well as the Company's and LaneAxis' ongoing expenses, reimbursement of expenses incurred by LaneAxis in connection with the preparation for the Token Sale and other Company and LaneAxis expenses incurred in connection with the development of the Platform and Ecosystem. However, there are no restrictions on how the Company may use the proceeds of the Token Sale. The White Paper is provided for illustrative and descriptive purposes only, does not form part of this Agreement unless expressly incorporated herein, and is subject to modification by the Company in its sole and absolute discretion.

ACCREDITED INVESTOR QUESTIONNAIRE

The Purchaser hereby represents and warrants, pursuant to Section 2 of the Agreement, that he, she or it is correctly and in all respects described by the category or categories set forth below directly under which the Purchaser or its authorized representative has signed his, her or its name (or initialled or otherwise indicated that each such category describes the Subscriber).

Instructions: Check all boxes below which correctly describe you.

For Institutional/Entity Purchasers

- You are a bank, insurance company, investment company registered under the Company Act, a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934 (the “Exchange Act”), a business development company, a Small Business Investment Company licensed by the United States Small Business Administration, a plan with total assets in excess of \$5,000,000 established and maintained by a state for the benefit of its employees, or a private business development company as defined in Section 202(a)(22) of the United States Investment Advisers Act of 1940, as amended.
- You an *irrevocable* trust with total assets in excess of \$5,000,000 whose purchase is directed by a person with such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of the prospective investment
- You are an employee benefit plan and *either* all investment decisions are made by a bank, savings and loan association, insurance company, or registered investment advisor, *or* Subscriber has total assets in excess of \$5,000,000 *or*, if such plan is a self-directed plan, investment decisions are made solely by persons who are accredited investors.
- You are a corporation, partnership, limited liability company or business trust, not formed for the purpose of acquiring the Tokens, or an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, in each case with total assets in excess of \$5,000,000.
- You are a trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Shares and whose subscription for and purchase of the Tokens is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D.
- You are an entity in which all of the equity owners are persons or entities described in one of the preceding paragraphs.
- Subscriber cannot make any of the representations set forth above and is therefore not an Accredited Investor.

For Individual Purchasers

- You are a natural person whose individual net worth, or joint net worth with your spouse, exceeds \$1,000,000 (excluding residence) at the time of your subscription for and purchase of the Shares.
- You are a natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with your spouse in excess of \$300,000 in each of the two most recent years, and who has a reasonable expectation of reaching the same income level in the current year.
- Subscriber cannot make any of the representations set forth above and is therefore not an Accredited Investor.

Your initials (Purchaser and co-Purchaser, if applicable) are required for each item below:

I/We understand that there is no guarantee that the Tokens hold any value.

I/We understand that the Tokens are not securities and that ownership of Tokens carries no rights, express or implied, other than the right to use such Tokens as a means to enable usage of and interaction with the Platform and the Ecosystem, if successfully completed and deployed.

I/We understand that the Tokens may never be traded and must be held for at least 12 months before they can be publicly resold.

I/We are sophisticated in financial and business affairs and are able to evaluate the risks and merits of a purchase of the Tokens.

I/We confirm that the purchase of the Tokens is considered “high risk.” (This type of purchase is considered high risk due to the inherent risks including lack of liquidity and lack of diversification. Success or failure of the Tokens, the Platform and the Ecosystem is dependent on many factors. You may lose the entire amount of your purchase.)

The Purchaser hereby represents and warrants that all of his, her or its answers to this Accredited Investor Questionnaire are true as of the date of its execution of the Agreement for Sale of Tokens pursuant to which he, she or it purchased the Tokens.

Name of Purchaser [please print]

Name of Co-Purchaser (if applicable) [please print]

Signature of Purchaser (Entities please provide signature of Purchaser’s duly authorized signatory.)

Signature of Co-Purchaser

Name of Signatory (Entities only)

Title of Signatory (Entities only)

Exhibit D

Important Note: As noted elsewhere in this Agreement, Axis Tokens are not being designed or sold as currency, securities, right of ownership, expectation of profit or any other form of investment product. Accordingly, none of the information presented in this Exhibit D is intended to form the basis for any investment decision, and no specific recommendations are intended. You should carefully consider the risks described below, together with all of the other information included in this Agreement and the White Paper, before deciding whether to purchase the Axis Tokens. The occurrence of any of the risks described below and/or in the White Paper could have a material adverse effect on the Company's and/or LaneAxis' business, financial condition, results of operations and future growth and development prospects. In these circumstances, the market price of the Axis Tokens could decline or the utility of the Axis Tokens may decrease and the Axis Tokens may lose their value, if any, entirely.

The Company and LaneAxis expressly disclaim 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 Exhibit D, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information.

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

1. Risk of Losing Access to Axis Tokens Due to Loss of Private Key(s), Custodial Error or Purchaser Error

A private key, or a combination of private keys, is necessary to control and dispose of Axis Tokens stored in your Purchaser Wallet or other digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your Purchaser Wallet or other digital wallet or vault storing Axis Tokens will result in loss of such Axis Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of your Purchaser Wallet or other digital wallet or vault service you use, may be able to misappropriate your Axis Tokens. Any errors or malfunctions caused by or otherwise related to your Purchaser Wallet or other digital wallet or vault you choose to receive and store Axis Tokens, including your own failure to properly maintain or use such Purchaser Wallet or other digital wallet or vault, may also result in the loss of your Axis Tokens. Additionally, your failure to follow precisely the procedures set forth in Exhibit B for buying and receiving Axis Tokens may result in the loss of your Axis Tokens.

2. Risks Associated with the Ethereum Blockchain

Because Axis Tokens and the Platform are based on the Ethereum blockchain, any malfunction, breakdown or abandonment of the Ethereum blockchain may have a material adverse effect on the Platform or Axis Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to Axis Tokens

and the Platform, including the use of Axis Tokens for Token Utility, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum blockchain.

3. *Risk of Mining Attacks*

As with other decentralized cryptographic tokens based on the Ethereum blockchain, Axis Tokens are susceptible to attacks by miners in the course of validating Axis Tokens 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 Platform and Axis Tokens, including, but not limited to, accurate execution and recording of transactions involving Axis Tokens.

4. *Risk of Hacking and Security Weaknesses*

Hackers or other malicious groups or organizations may attempt to interfere with the Platform or Axis 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 Platform is based on an open-source protocol, there is a risk that a third party or a member of the Company team or LaneAxis team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Platform, which could negatively affect the Platform and Axis Tokens, including Axis Tokens' use for Token Utility.

5. *Risks Associated with Markets for Axis Tokens*

Axis Tokens are intended to be used solely in connection with the Platform, and the Company does not support or otherwise facilitate any secondary trading or external valuation of Axis Tokens. This restricts the contemplated avenues for using Axis Tokens, and could therefore create illiquidity risk with respect to Axis Tokens you hold. Even if secondary trading of Axis Tokens 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 market-related risks. Furthermore, to the extent that third parties do ascribe an external exchange value to Axis Tokens (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, Axis Tokens 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 Axis Tokens 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. 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 Platform and Axis Tokens. Regulatory actions could negatively impact the Platform and Axis Tokens in various ways, including, for purposes of illustration only, through a determination that the purchase, sale, delivery or use of Axis Tokens constitutes unlawful activity, or that registration or licensing is required for Axis Tokens or for some or all of the parties involved in the purchase, sale, delivery or use of Axis Tokens. 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 approvals to operate in such jurisdiction.

8. *Risks Arising from Taxation*

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

9. *Risk of Competing Protocols*

It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the Platform. The Platform may compete with these alternative platforms, which could negatively impact the adoption of the Platform and Axis Tokens, including Axis Tokens' use for Token Utility.

10. *Risk of Weaknesses or Exploitable Breakthroughs in the Field of Cryptography*

Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies and the platform and Tokens, which could result in the theft or loss of Tokens.

11. *Risk of Insufficient Interest in the Platform or Distributed Applications*

It is possible that the Platform 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 protocols and decentralized applications, more generally. Such a lack of use or interest could negatively impact the development of the Platform and the potential utility of Axis Tokens, including its use for Token Utility.

12. *Risks Associated with the Development of the Platform*

Although the Platform will be deployed and operational at the time of the Token Sale, it is still subject to ongoing development and may undergo significant changes over time. How other participants will use the Platform is also outside of the Company's control. This could create the risk that Axis Tokens or the Platform, as further developed and used, may not meet your expectations at the time of purchasing Axis Tokens. It is also possible that the Platform will experience malfunctions or otherwise fail to be adequately developed over time, which may

negatively impact the Platform and the potential utility of Axis Tokens, including its use for Token Utility.

13. *Risk of an Unfavorable Fluctuation of Ether, BTC and Other Currency Value*

The Company team intends to use the proceeds from selling Axis Tokens to contribute to the ongoing development of the Platform and the Ecosystem, as described further in the White Paper. The proceeds of the Token Sale will be denominated in Ether and BTC, and may, at the Company's discretion, be converted into other cryptographic and fiat currencies. If the value of Ether, BTC or other currencies fluctuates unfavorably during or after the Token Sale, the Company team may not be able to contribute to ongoing development of the Platform in the manner that it intended.

13. *Risk of Dissolution of the Company*

It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of Ether or BTC (or other cryptographic and fiat currencies), decrease in Axis Tokens' utility (including its use for Token Utility), the failure of commercial relationships, or intellectual property ownership challenges, the Company may dissolve. The dissolution of Company may still adversely impact the Platform and the utility of Axis Tokens, given the Company's role in developing the Platform and its anticipated role in contributing to the ongoing development of the Platform.

14. *Risks Arising from Lack of Governance Rights in the Company*

Because Axis Tokens confer no governance rights of any kind with respect to the Company, all decisions involving the Company will be made by the Company at its sole discretion, including, but not limited to, decisions to discontinue contributions to the Platform's ongoing development or to sell or liquidate the Company. As noted above, the consequences of those decisions could adversely impact the Platform and the utility of Axis Tokens that you hold, including Axis Tokens' use for Token Utility.

15. *Risks Associated with New and Evolving Laws Impacting Decentralized Application Technology*

The distributed ledger and decentralized application ecosystem, and by extension the Platform, may be subject to a variety of federal, state and international laws and regulations, including those with respect to financial services, consumer privacy, data protection, consumer protection, content regulation, network neutrality, cyber security, intellectual property (including copyright, patent, trademark and trade secret laws), and others. These laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting the Platform could be enacted, which could adversely impact the Company, the Platform and Axis Tokens, including Axis Tokens' use for Token Utility.

Additionally, the users and developers of the Platform may be subject to industry-specific laws and regulations or licensing requirements. If any of these parties fails to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more stringent or are otherwise expanded, it could adversely impact the Platform and Axis Tokens, including Axis Tokens' use for Token Utility.

16. Specific Risks Relating to Value and Function of Axis Tokens

The launch of new features on the Platform utilizing Axis Tokens may be delayed for reasons beyond the Company's control and may ultimately prove unsuccessful. The Company may discontinue features if they are not profitable, gambling regulations or licensing requirements change, or for other reasons.

The value of Axis Tokens will depend on the Token Utility, including its acceptance as a means of accessing services and products on the Platform. The value may be affected by market conditions and other factors, including changes in the regulation of cannabis and cannabis related products. Such changes may adversely effect on the utility and value of the tokens.

Unless other cannabis platforms adopt Axis Tokens, Axis Tokens will not have any utility during any period in which circumstances require the Company to suspend the Platform operations. No other platforms have indicated that they intend to adopt Axis Tokens.

The value of Axis Tokens will be affected by the demand for the Axis Token relative to its supply. The Company intends to augment the supply by allowing participants to earn Axis Tokens through certain activity on the Platform and by selling or releasing additional Axis Tokens over time.

The ability to convert Axis Tokens into other cryptocurrencies or fiat currencies will depend on the development of a trading market for the Axis Token. The Company has no obligation to promote or support trading of the Axis Tokens.

No promises of future performance or value are or will be made with respect to the Axis Tokens, including no promise of inherent value, no promise of continuing payments, and no guarantee that the Axis Tokens will hold any particular value.

17. Unanticipated Risks

Cryptographic tokens such as the Axis Tokens are a new and untested technology. In addition to the risks included in this Exhibit D, there are other risks associated with your purchase, holding and use of the Axis Tokens, including those that are set forth in the White Paper and those that the Company cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Exhibit D.

18. The SCI Tokens Are Subject to Significant Transfer Restrictions

The Tokens have not been registered under the Securities Act, the securities laws of any state or the securities laws of any other jurisdiction and therefore cannot be resold, except as described in the section entitled “Transfer Restrictions” in this Agreement. Persons in the United States and U.S. Persons who purchase Tokens will be required to maintain their Tokens for a period of one year from the completion of the Token Sale and will be required to make undertakings that they will not sell the Tokens to any other U.S. Persons (who are not accredited investors) for a period of 12 months following the completion of the Token Sale. Non-U.S. Persons holding Tokens will only be permitted to resell or transfer their Tokens to other Non-U.S. Persons in accordance with Regulation S under the Securities Act. These restrictions may adversely impact your ability to resell the Tokens or the price at which you may be able to resell them, if at all. The Tokens are not redeemable at the option of the holder and Tokenholders will not have the right to withdraw their capital. It is not contemplated that the Tokens will ever be registered under the Securities Act or any other securities laws. Each Token subscriber will be required to represent that it is a qualified subscriber under applicable securities laws and that it is acquiring the Tokens not with a view to resale or distribution. Further, each Tokenholder must represent that it will only sell or transfer its the Tokens in accordance with the restrictions set forth in the Agreement, including under the Section captioned “Transfer Restrictions” of the Agreement, and in a manner permitted by applicable laws and regulations. Consequently, Tokenholders must be prepared to bear the risk of holding the Tokens for an extended period of time.

19. Developing Regulatory Regimes

Regulation of tokens (including the Axis Tokens) and token sales such as this, cryptocurrencies (including Ethereum), blockchain technologies, and cryptocurrency exchanges are currently undeveloped and likely to rapidly evolve, and vary significantly among US or non-US federal, state and local jurisdictions and are subject to significant uncertainty. Various legislative and executive bodies in the United States, Singapore, China, South Korea and in other countries are currently considering, or may in the future consider, laws, regulations, guidance, or other actions, which may severely impact your ability to use the Tokens. Failure by the Company, LaneAxis or their representatives to comply with any laws, rules and regulations, some of which may not exist yet or are subject to interpretation and may be subject to change, could result in a variety of material adverse consequences to the Company and/or LaneAxis, including civil penalties and fines.

20. Tax Considerations

The tax characterization of the Tokens is uncertain and a subscriber should consult its own tax advisor regarding the consequences of a purchase of the Tokens. A purchase of the Tokens may result in adverse tax consequences to Purchasers, including withholding taxes, income taxes and tax reporting requirements. Each potential Purchaser should consult with and must rely upon the advice of its own tax advisor with respect to the United States and non-U.S. tax consequences of a purchase of the Tokens.

[Signature page follows]

