

PURCHASE AGREEMENT

entered into according to the relevant provisions of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "CC") between the following contracting parties:

GLOCIN LIMITED

based in: Enterprise House, 2 Pass Street, Oldham, OL9 6HZ Manchester, United Kingdom

ID No.: 108 18 518

represented by: Jan Frančík, Director

e-mail: Office@glocin.com

(hereinafter referred to as the "Seller")

and

Name and surname or company name:

Date of birth or Identification No.:

Residence or registered office:

Contact e-mail:

(hereinafter referred to as the "Purchaser")

(Seller and Purchaser together hereinafter referred to as the "Contracting Parties")

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on the day, month and year specified below enter into this **Purchase Agreement** (hereinafter referred to as the "Agreement"):

I

SUBJECT MATTER OF THE AGREEMENT

1. Under this Agreement, the Seller undertakes to transfer **UNLIMIT** tokens issued by the Seller (hereinafter referred to as "**Tokens**") to the Purchaser, while each of them is of the value of **TEURON 1 x Index Amount** pursuant to Article III (1) hereof at the Time of the Transfer, as defined below (hereinafter referred to as the "**Value**"), and in a specific amount specified in Article II (1) hereof, and the Purchaser undertakes to pay the corresponding purchase price in accordance with this Agreement (hereinafter referred to as the "**Subject Matter**").
2. In addition, the Seller by this Contract undertakes to and ensures that the Seller or a third party designated by it (hereinafter referred to as the "**Buyer**") has committed himself/herself to the obligation to redeem Tokens from the Purchaser in TEURON digital currency under the terms of this Agreement (hereinafter referred to as the "**Buy-out**").

II

RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

1. The Seller undertakes to transfer _____ Tokens to the Purchaser, and the Purchaser undertakes to transfer to the Seller TEURONS in the amount of a multiple of the number of Tokens purchased and their Values, whereas the total amount is TEURON _____ (hereinafter referred to as the "**Purchase Price**").

2. The Seller shall transfer the Tokens to the Purchaser upon payment by the Purchaser (hereinafter referred to as the **“Time of the Transfer”**) in full to the Purchaser's business account through the Seller's platform located at <http://miner.glocin.com> (hereinafter referred to as the **“Intranet”**) with the possibility of transferring them to the eBit wallet upon the Purchaser's order.
3. The Seller declares that the Purchase Price transferred by the Purchaser will be used for the purpose of operating his/her own business related to, among other things, building the computing power in the cryptocurrency mining and the further cryptocurrency administration.

III

TOKEN-RELATED RIGHTS

1. The Contracting Parties acknowledge that the Token Value is increased or reduced proportionally by the amount of the percentage development of the 'GAI' index of the QUANT PLUS LIMITED company available at www.quantplustrading.com (hereinafter referred to as the **“Index”**), whereas the decisive parameter for the appreciation of Tokens is the difference between the amount of the Index at the Time of the Transfer and its amount at the moment when the Buy-out occurs, i.e. the sale of all or part of the Tokens purchased under this Agreement (hereinafter referred to as **“Appreciation”**).
2. The Contracting Parties acknowledge that neither the Seller nor the Purchaser has any influence on the Index and its development and that the Index is therefore independent of their activities or activities of the persons interconnected with the Contracting Parties personally or in terms of assets.
3. The Value of each Token in case of a negative Appreciation never drops below the original Value.
4. The Contracting Parties agree that the Appreciation will only occur for a period of 36 months from the Time of the Transfer, and immediately after the expiration of this period the Token Value is fixed.
5. The Contracting Parties hereby exclude the Purchaser's right to trade Tokens with third parties, in particular on any platform where virtual currencies are traded (exchanges or exchange offices).
6. The Contracting Parties agree to the Buy-out under the following conditions:
 - a. The Seller is obliged to deliver to the Purchaser through the Intranet or via e-mail the information about the Buy-out, even about a partial one, and its terms and conditions, always at least 30 days before it is carried out (hereinafter referred to as the **“Notification”**). For the avoidance of doubt, under this Contract the Notification is deemed to be delivered by making the Notification available.
 - b. The Purchaser is entitled to use the Buy-out right according to:
 - i. Article III(6)(d)(i) to (ii) of the Agreement within 5 days from the date of the start of the Buy-out pursuant to the relevant Notification; and
 - ii. Article III(6)(d)(iii) of the Agreement no later than 4 months after the expiration of 36 months after the Time of Transfer.
 - c. After receiving the Notification, the Purchaser is entitled to offer a certain quantity of Tokens for the Buyer to buy in accordance with the conditions of the Notification, and the Seller undertakes to and warrants that the Buyer will actually buy the Tokens in accordance with the Notification.

- d. The Seller ensures that the Buy-out right shall be connected with the Tokens purchased under this Contract at least in the following range:
 - i. After 12 months from the Time of Transfer, the Seller is obliged to ensure that the Buyer purchases up to 10% of the Tokens from the total quantity purchased under this Agreement, with the specific amount determined in the Notification.
 - ii. After 24 months from the Time of Transfer, the Seller is obliged to ensure that the Buyer purchases up to 10% of the Tokens from the total quantity purchased under this Agreement, with the specific amount determined in the Notification.
 - iii. After 36 months from the Time of Transfer, but no later than 40 months from the Time of Transfer, the Seller is obliged to ensure that the Buyer purchases all Tokens purchased by the Purchaser under this Agreement, except those that have already been the subject of Buy-out under Sections (i) to (ii) of this Article above, and at the Purchaser's request in accordance with the Notification.
- e. The Seller ensures that for the purchase of Tokens pursuant to Article III(6)(d) of this Agreement, the Buyer will transfer the corresponding amount of TEURONs to the Purchaser's business account in the Intranet.
- f. Only the Purchaser is entitled to use the Buy-out right, provided that all Tokens purchased under this Agreement are still in his/her possession. This shall not apply in the event of the Purchaser's death or cessation, whereas the Purchaser's legal successor, who sufficiently demonstrates his/her succession to the Seller, may also exercise the Buy-out right.

IV

CONCLUSION OF THE AGREEMENT

1. The Agreement is concluded on the basis of an order placed by the Purchaser on the Intranet. An order is understood as the completion of a relevant form, where, *inter alia*, the Purchaser shall indicate the number of Tokens he/she intends to buy hereunder, and thereby he/she also agrees with the Purchase Price.
2. This Agreement is concluded and comes into force and effect when the Purchaser clicks on the “Buy” button at the end of the order form.
3. The conclusion of the Agreement is conditioned by a sufficient amount available on the Purchaser's Intranet account, i.e. at least the amount corresponding to the Purchase Price. If the Purchaser fails to have the sufficient amount available, he/she will not be able to click on the button with which the Agreement is concluded, and the Purchaser will be prompted to increase the available balance.
4. The Purchase Price is automatically transferred when the Agreement is concluded.
5. This Agreement will not take effect if the transfer of the Purchase Price fails, for example, due to a technical problem.

V

CONSUMER PROVISIONS

1. The provisions of this article apply exclusively to the Purchaser who is a Consumer. Thus, if the term “Consumer” is used in this Article, it means the Purchaser who is a consumer.
2. The Seller hereby informs the Purchaser that the regime of this Agreement is subject to the CC regime. This Contract is concluded remotely using the means of distance communication. This

type of communication is not associated with any cost of means of distance communication outside the usual costs of internet connection, or outside the Consumer's common costs of communicating over the phone or any other device.

3. By signing this Agreement, the Consumer declares that prior to the conclusion hereof, he/she has been informed about the taxes, fees and other costs associated with the subject matter of performance.
4. The Purchaser is entitled to withdraw from this Contract within 14 days following the conclusion, without giving any reason and without any sanction. In such a case, the Seller shall return to the Consumer any received payment by the same means which the Consumer has used to carry out the initial transaction, unless the Consumer expressly specifies otherwise. The withdrawal form is provided to the Consumer along with this Agreement.
5. For the purpose of exercising the right of withdrawal, the Consumer is, after entering the personal PIN, required to inform the Seller's customer support using one of the following options:
 - i. at <https://help.glocinservices.com>
 - ii. in person or in writing to **8. pěšího pluku 2173, 738 01 Frýdek-Místek, Czech Republic**in a form of a unilateral legal act (by letter, e-mail).
6. Furthermore, the Consumer acknowledges that in the case that a consumer dispute arises between the Seller and the Consumer and the parties fail to resolve the conflict by agreement, the Consumer is entitled to make a proposal for an out-of-court settlement of such a dispute to a designated non-judicial dispute resolution body such as the Czech Trade Inspection, Inspectorate – ADR Unit, Štěpánská 15, 120 00 Praha 2, e-mail: adr@coi.cz, website: adr.coi.cz.
7. If a consumer dispute arises between the Seller and the Consumer, who is a resident of a state other than the Czech Republic, and the Consumer decides not to proceed according to Article 6 (this Paragraph), the Consumer is entitled, in accordance with Art. 18 of Regulation (EU) No 1215/2015 of the European Parliament and of the Council, to bring an action either before the courts of the Czech Republic or before the courts of the place of residence of the Consumer.
8. Seller's contact details:

GLOCIN LIMITED

based at: Enterprise House, 2 Pass Street, Oldham, Manchester, United Kingdom OL9 6HZ, ID No.: 108 18 518

delivery address in the Czech Republic: GLOCIN LIMITED-Czech branch, 8. pěšího pluku 2173, 738 01 Frýdek-Místek, Czech Republic

e-mail: office@glocin.com

web: <https://www.glocin.com>

VI

PERSONAL DATA PROTECTION

1. In connection with the conclusion of this Agreement and pursuant to the Regulation of the European Parliament and Council of the EU No. 2016/679 of 27 April 2016, the General Regulation on the Protection of Personal Data, the Seller hereby informs the Purchaser who is a natural person, or a natural person acting on behalf of the Purchaser, that under this Agreement the Seller handles his/her personal and other data provided to him/her by the Purchaser in order

to fulfil the contractual obligations assumed hereunder and the Seller's statutory obligations, such as accounting, filing tax returns, informing his/her customers, etc.

2. Such data will be processed and stored for the time required to meet the purpose of their processing, i.e. for a period set out by law.
3. The Purchaser is obliged to provide his/her personal data for the purpose of performance of the Agreement and accounting purposes. The Purchaser's personal data will then be passed on to third parties, in which case such third parties will meet all technical and organisational prerequisites for keeping confidentiality of the personal data provided.
4. The Purchaser hereby acknowledges that he/she has the right to request information about which personal data and in which way they are processed, he/she has the right to request a copy of such data, request their update or correction, their restriction or deletion, he/she has the right to object against their processing, and in the case of doubt about compliance with the processing obligation of the personal data, the Purchaser has the right to contact the Seller or the Office for Personal Data Protection. The Purchaser also has the right to ask the Seller for an explanation of how his/her data is further processed or to file a complaint with the Office for Personal Data Protection if he/she suspects that his/her personal data are being processed in breach of the Regulation.
5. The provisions of this Article hereof do not apply to a Purchaser who is a legal person.
6. Starting with its conclusion, this Agreement is archived by the Seller, even after its discharge. The Agreement is archived in the form in which it was concluded, i.e. in electronic form through the Intranet. Only the Seller, or the Seller's representative responsible for archiving, if any, has access to the archived agreements. They are not entitled to make agreements available to third parties, except for any statutory obligation of such disclosure.
7. For more information on how the Seller handles your personal information, please visit <https://miner.glocin.com/docs/gdpr-cs.pdf>

VII

AML

1. The Purchaser is obliged to submit to identification and due diligence within the meaning of Act No. 253/2008 Coll., on Selected Measures Against Legitimation of Proceeds of Crime and Financing of Terrorism (hereinafter referred to as the "**AML Act**"), while the Seller hereby declares that he/she is an obliged entity in accordance with the AML Act, and he/she is as the obliged entity obliged to carry out identification and due diligence of the Purchaser.
2. This identification and due diligence of the Purchaser will be performed by the Seller's customer support before the Seller has established a business relationship with the Purchaser pursuant to the AML Act.
3. The identification and due diligence of the Purchaser according to the AML Act may also be ensured through the mediated identification provided by CzechPoint within the Czech Republic.

VIII

FINAL PROVISIONS

1. The Purchaser further agrees to duly discharge his/her tax obligations under the tax rules of the jurisdiction where he/she is a tax resident.

2. This Agreement, as well as the legal relations between the Contracting Parties arising from this Agreement and not expressly regulated by its text, shall be governed by the laws of the Czech Republic, excluding conflicting rules. Any disputes between the Contracting Parties relating to this Agreement (including disputes concerning its validity) will be decided by the courts of the Czech Republic. This provision will not affect the provisions of Article V. Consumer Provisions, or any other provisions relating to consumer protection.
3. This Agreement may be amended and supplemented only by written amendments, which shall be expressly identified as the amendment of the Agreement and agreed upon by both the Contracting Parties.
4. For the purposes of this Agreement, e-mail (however, only the above-mentioned e-mail addresses of the Contracting Parties) is considered to be a written form and requires no advanced electronic signature.
5. Any unenforceability or invalidity of any article, paragraph or provision of this Agreement shall not affect the enforceability or validity of other provisions hereof. Should any such article, paragraph or provision for any reason be invalidated (for example, by reason of a conflict with applicable laws and other statutory provisions), the Contracting Parties agree to consult and agree on a legally acceptable way of implementing the intentions contained in this part of the Agreement that has become invalid.
6. The Contracting Parties declare that this Agreement is the manifestation of their true, free and unmistakable intent. The Contracting Parties consider this Agreement to be in accordance with good manners and consistently declare that this Agreement has not been concluded in distress or with noticeably unilaterally unfavourable conditions.
7. The Contracting Parties declare that they have carefully consulted the contents of this Agreement, they understand it, agree with all its parts and are aware of all rights and obligations arising from it.
8. This Agreement is concluded in electronic form. The text of this Agreement can be downloaded and then archived and printed as needed.

