

NOTICE TO RESIDENTS OF THE UNITED STATES

THE OFFER AND SALE OF THIS SECURITY INSTRUMENT HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THIS SECURITY MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

NOTICE TO RESIDENTS OF CANADA

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT THE ISSUER BECOMES A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.

NOTICE TO RESIDENTS OF CHINA

THE RIGHTS ARE NOT BEING OFFERED OR SOLD AND MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, WITHIN THE PEOPLE’S REPUBLIC OF CHINA (FOR SUCH PURPOSES, NOT INCLUDING THE HONG KONG AND MACAU SPECIAL ADMINISTRATIVE REGIONS OR TAIWAN), EXCEPT AS PERMITTED BY THE SECURITIES AND OTHER LAWS AND REGULATIONS OF THE PEOPLE’S REPUBLIC OF CHINA.

NOTICE TO RESIDENTS OF THE UNITED KINGDOM

IN THE UNITED KINGDOM THIS DOCUMENT IS BEING DISTRIBUTED ONLY TO, AND IS DIRECTED ONLY AT (AND ANY INVESTMENT ACTIVITY TO WHICH IT RELATES WILL BE ENGAGED ONLY WITH): (i) INVESTMENT PROFESSIONALS (WITHIN THE MEANING OF ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 AS AMENDED (THE “**FPO**”)); (ii) PERSONS OR ENTITIES OF A KIND DESCRIBED IN ARTICLE 49 OF THE FPO; (iii) CERTIFIED SOPHISTICATED INVESTORS (WITHIN THE MEANING OF ARTICLE 50(1) OF THE FPO); AND (iv) OTHER PERSONS TO WHOM IT MAY OTHERWISE LAWFULLY BE COMMUNICATED (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS “RELEVANT PERSONS”).

THIS DOCUMENT HAS NOT BEEN APPROVED BY AN AUTHORISED PERSON. ANY INVESTMENT TO WHICH THIS DOCUMENT RELATES IS AVAILABLE ONLY TO (AND ANY INVESTMENT ACTIVITY TO WHICH IT RELATES WILL BE ENGAGED ONLY WITH) RELEVANT PERSONS. THIS DOCUMENT IS DIRECTED ONLY AT RELEVANT PERSONS AND PERSONS WHO ARE NOT RELEVANT PERSONS SHOULD NOT TAKE ANY ACTION BASED UPON THIS DOCUMENT AND SHOULD NOT RELY ON IT. IT IS A CONDITION OF YOU RECEIVING AND RETAINING THIS DOCUMENT THAT YOU WARRANT TO THE COMPANY, ITS DIRECTORS, AND ITS OFFICERS THAT YOU ARE A RELEVANT PERSON.

NOTICE TO PROSPECTIVE PURCHASERS IN AUSTRALIA

NO INFORMATION ON THIS WEBSITE OR IN ANY ADVERTISEMENT OR OTHER MATERIALS PROVIDED BY THE COMPANY OR OTHERWISE RELATING TO THE SECURITIES, HAS BEEN, WILL BE, OR NEEDS TO BE, LODGED WITH THE AUSTRALIAN SECURITIES & INVESTMENTS COMMISSION. THE WEBSITE AND ANY SUCH MATERIAL IS NOT A PRODUCT DISCLOSURE STATEMENT UNDER DIVISION 2 OF PART 7.9 OF THE CORPORATIONS ACT 2001 (CTH) (THE "AUSTRALIA ACT") NOR IS IT A PROSPECTUS UNDER CHAPTER 6D OF THE AUSTRALIA ACT, AND THE SECURITIES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED AS A MANAGED INVESTMENT SCHEME UNDER THE AUSTRALIA ACT. AN OFFER OF THE SECURITIES IS MADE IN AUSTRALIA ONLY TO "WHOLESALE CLIENTS" AS DEFINED BY THE AUSTRALIA ACT ("WHOLESALE CLIENTS"), AND CAN ONLY BE ACCEPTED BY A RECIPIENT IF THEY ARE A WHOLESALE CLIENT. NO SECURITIES WILL BE ISSUED OR ARRANGED TO BE ISSUED, AND NO RECOMMENDATIONS TO ACQUIRE SECURITIES WILL BE MADE, WHICH WOULD REQUIRE THE PROVISION OF A PRODUCT DISCLOSURE STATEMENT UNDER DIVISION 2 OF PART 7.9 OF THE AUSTRALIA ACT OR THE PROVISION OF A FINANCIAL SERVICES GUIDE OR A STATEMENT OF ADVICE UNDER DIVISION 2 OR 3 OF PART 7.7 OF THE AUSTRALIA ACT. NEITHER SUCH MATERIAL RELATING TO THE SECURITIES NOR ANY OTHER DISCLOSURE DOCUMENT IN RELATION TO THE SECURITIES CAN BE PARTIALLY OR WHOLLY DISTRIBUTED, PUBLISHED, REPRODUCED, TRANSMITTED OR OTHERWISE MADE AVAILABLE OR DISCLOSED BY RECIPIENTS TO ANY OTHER PERSON IN AUSTRALIA.

NOTICE TO PROSPECTIVE PURCHASERS IN THE EUROPEAN ECONOMIC AREA

IN RELATION TO EACH MEMBER STATE OF THE EUROPEAN ECONOMIC AREA (EACH A "**MEMBER STATE**"), WHICH HAS IMPLEMENTED THE PROSPECTUS DIRECTIVE, THE COMPANY HAS REPRESENTED AND AGREED THAT WITH EFFECT FROM AND INCLUDING THE DATE ON WHICH THE PROSPECTUS DIRECTIVE IS IMPLEMENTED IN THAT MEMBER STATE IT HAS NOT MADE AND WILL NOT MAKE AN OFFER OF THE SECURITIES TO THE PUBLIC IN A MEMBER STATE, EXCEPT THAT IT MAY, WITH EFFECT FROM AND INCLUDING SUCH DATE, MAKE AN OFFER OF SECURITIES IN A MEMBER STATE AT ANY TIME UNDER THE FOLLOWING EXEMPTIONS AS PROVIDED BY THE PROSPECTUS DIRECTIVE:

- (A) TO LEGAL ENTITIES WHICH ARE QUALIFIED INVESTORS, AS DEFINED IN THE PROSPECTUS DIRECTIVE;
- (B) TO FEWER THAN 150 NATURAL OR LEGAL PERSONS (OTHER THAN QUALIFIED INVESTORS AS DEFINED IN THE PROSPECTUS DIRECTIVE), AS PERMITTED UNDER THE PROSPECTIVE DIRECTIVE;
- (C) IN ANY OTHER CIRCUMSTANCES FALLING WITHIN THE SCOPE OF ARTICLE 3(2) OF THE PROSPECTUS DIRECTIVE.

FOR THE PURPOSES OF THE ABOVE, (I) THE EXPRESSION AN "OFFER OF THE SECURITIES TO THE PUBLIC" IN RELATION TO ANY SECURITIES IN ANY MEMBER STATE MEANS THE COMMUNICATION IN ANY FORM AND BY ANY MEANS OF SUFFICIENT

INFORMATION ON THE TERMS OF THE OFFERING AND THE SECURITIES TO BE OFFERED SO AS TO ENABLE AN INVESTOR TO DECIDE TO PURCHASE OR SUBSCRIBE THE SECURITIES, AS THE SAME MAY BE VARIED IN THAT MEMBER STATE BY ANY MEASURE IMPLEMENTING THE PROSPECTUS DIRECTIVE IN THAT MEMBER STATE AND (II) THE EXPRESSION “PROSPECTUS DIRECTIVE” MEANS DIRECTIVE 2003/71/EC (AND AMENDMENTS THERETO, INCLUDING DIRECTIVE 2010/73/EU), AND INCLUDES ANY RELEVANT IMPLEMENTING MEASURE IN EACH MEMBER STATE.

NOTICE TO PURCHASERS IN FRANCE

THE OFFERING IS NOT BEING MADE, DIRECTLY OR INDIRECTLY, TO THE PUBLIC IN THE REPUBLIC OF FRANCE (“**FRANCE**”). NO INFORMATION ON THIS WEBSITE OR IN ANY ADVERTISEMENT OR OTHER MATERIALS PROVIDED BY THE COMPANY OR OTHERWISE RELATING TO THE OFFERING HAVE BEEN OR WILL BE DISTRIBUTED TO THE PUBLIC IN FRANCE AND ONLY

(I) PROVIDERS OF INVESTMENT SERVICES RELATING TO PORTFOLIO MANAGEMENT FOR THE ACCOUNT OF THIRD PARTIES (PERSONNES FOURNISSANT LE SERVICE D'INVESTISSEMENT DE GESTION DE PORTEFEUILLE POUR COMPTE DE TIERS) AND/OR

(II) QUALIFIED INVESTORS (INVESTISSEURS QUALIFIÉS) ACTING FOR THEIR OWN ACCOUNT (OTHER THAN INDIVIDUALS), AND ALL AS DEFINED IN, AND IN ACCORDANCE WITH, ARTICLES L.411-1, L.411-2, D.411-1 AND D.411-4, D.734-1, D.744-1, D.754-1 AND D.764-1 OF THE FRENCH CODE MONÉTAIRE ET FINANCIER, ARE ELIGIBLE TO PARTICIPATE IN THE OFFERING. NO INFORMATION ON THIS WEBSITE OR IN ANY ADVERTISEMENT OR OTHER MATERIALS PROVIDED BY THE COMPANY OR OTHERWISE RELATING TO THE OFFERING HAVE BEEN OR WILL BE SUBMITTED FOR CLEARANCE TO OR APPROVED BY THE AUTORITÉ DES MARCHÉS FINANCIERS. THE DIRECT OR INDIRECT DISTRIBUTION TO THE PUBLIC IN FRANCE OF ANY SO ACQUIRED SECURITIES MAY BE MADE ONLY AS PROVIDED BY ARTICLES L.411-1, L.411-2, L. 412-1 AND L.621-8 TO L.621-8-3 OF THE FRENCH CODE MONÉTAIRE ET FINANCIER AND APPLICABLE REGULATIONS THEREUNDER. ANY SUCH ADVERTISEMENT, AND ANY RELATED DOCUMENT OR MATERIAL, SHALL NOT BE CONSIDERED, NOR CONSTRUED, AS ANY FORM OF FINANCIAL INVESTMENT ADVICE, SOLICITATION OR ADVERTISEMENT.

NOTICE TO PROSPECTIVE PURCHASERS IN HONG KONG

THE SECURITIES HAVE NOT BEEN OFFERED OR SOLD AND WILL NOT BE OFFERED OR SOLD IN HONG KONG, BY MEANS OF ANY DOCUMENT, OTHER THAN TO “PROFESSIONAL INVESTORS” AS DEFINED IN THE SECURITIES AND FUTURES ORDINANCE (CAP. 571) OF HONG KONG (THE “**SFO**”) AND ANY RULES MADE THEREUNDER, OR IN CIRCUMSTANCES WHICH DO NOT RESULT IN THE DOCUMENT BEING A “PROSPECTUS” AS DEFINED IN THE COMPANIES (WINDING UP AND MISCELLANEOUS PROVISIONS) ORDINANCE (CAP. 32) OF HONG KONG OR WHICH DO NOT CONSTITUTE AN OFFER TO THE PUBLIC WITHIN THE MEANING OF THE COMPANIES ORDINANCE (CAP. 622) OF HONG KONG. NO PERSON HAS ISSUED OR HAD IN ITS POSSESSION FOR THE PURPOSES OF ISSUE, OR WILL ISSUE OR HAVE IN ITS POSSESSION OF THE PURPOSES OF ISSUE, WHETHER IN HONG KONG OR ELSEWHERE,

ANY ADVERTISEMENT, INVITATION OR DOCUMENT RELATING TO THE SECURITIES, WHICH IS DIRECTED AT, OR THE CONTENTS OF WHICH ARE LIKELY TO BE ACCESSED OR READ BY, THE PUBLIC IN HONG KONG (EXCEPT IF PERMITTED TO DO SO UNDER THE SECURITIES LAWS OF HONG KONG) OTHER THAN WITH RESPECT TO THE SECURITIES WHICH ARE OR ARE INTENDED TO BE DISPOSED OF ONLY TO PERSONS OUTSIDE HONG KONG OR ONLY TO “PROFESSIONAL INVESTORS” WITHIN THE MEANING OF THE SFO AND ANY RULES MADE THEREUNDER.

NOTICE TO PROSPECT INVESTORS IN ISRAEL

ANY INFORMATION CONTAINED ON THE WEBSITE, IN ANY ADVERTISEMENT OR ANY OTHER MATERIALS PROVIDED BY THE COMPANY RELATING TO THE SECURITIES DOES NOT CONSTITUTE A PROSPECTUS UNDER THE ISRAELI SECURITIES LAW, 5728-1968, AND HAVE NOT BEEN FILED WITH OR APPROVED BY THE ISRAEL SECURITIES AUTHORITY. IN ISRAEL, SUCH ADVERTISEMENTS AND OTHER MATERIALS SHALL BE DISTRIBUTED ONLY TO, AND IS DIRECTED ONLY AT, INVESTORS LISTED IN THE FIRST ADDENDUM, OR THE ADDENDUM, TO THE ISRAELI SECURITIES LAW, CONSISTING PRIMARILY OF JOINT INVESTMENT IN TRUST FUNDS, PROVIDENT FUNDS, INSURANCE COMPANIES, BANKS, PORTFOLIO MANAGERS, INVESTMENT ADVISORS, MEMBERS OF THE TEL AVIV STOCK EXCHANGE, UNDERWRITERS PURCHASING FOR THEIR OWN ACCOUNT, VENTURE CAPITAL FUNDS, AND ENTITIES WITH SHAREHOLDERS’ EQUITY IN EXCESS OF NIS 250 MILLION, EACH AS DEFINED IN THE ADDENDUM (AS IT MAY BE AMENDED FROM TIME TO TIME, COLLECTIVELY REFERRED TO AS INSTITUTIONAL INVESTORS). INSTITUTIONAL INVESTORS MAY BE REQUIRED TO SUBMIT WRITTEN CONFIRMATION THAT THEY FALL WITHIN THE SCOPE OF THE ADDENDUM. IN ADDITION, THE COMPANY MAY DISTRIBUTE AND DIRECT SUCH ADVERTISEMENTS OR OTHER MATERIALS IN ISRAEL, AT ITS SOLE DISCRETION, TO CERTAIN OTHER EXEMPT INVESTORS OR TO INVESTORS WHO DO NOT QUALIFY AS INSTITUTIONAL OR EXEMPT INVESTORS, PROVIDED THAT THE NUMBER OF SUCH NON-QUALIFIED INVESTORS IN ISRAEL SHALL BE NO GREATER THAN 35 IN ANY 12-MONTH PERIOD.

NOTICE TO PROSPECTIVE PURCHASERS IN SINGAPORE

EACH INVESTOR HAS ACKNOWLEDGED THAT ANY INFORMATION CONTAINED ON THE WEBSITE, IN ANY ADVERTISEMENT OR IN ANY OTHER MATERIALS PROVIDED BY THE COMPANY RELATING TO THE SECURITIES HAS NOT BEEN AND WILL NOT BE REGISTERED AS A PROSPECTUS WITH THE MONETARY AUTHORITY OF SINGAPORE (THE “MAS”). ACCORDINGLY, SUCH ADVERTISEMENTS OR OTHER MATERIALS AND ANY OTHER DOCUMENT OR MATERIAL IN CONNECTION WITH THE OFFER OR SALE, OR INVITATION FOR SUBSCRIPTION OR PURCHASE, OF THE SECURITIES, MAY NOT BE CIRCULATED OR DISTRIBUTED, NOR MAY THE SECURITIES BE OFFERED OR SOLD, OR BE MADE THE SUBJECT OF AN INVITATION FOR SUBSCRIPTION OR PURCHASE, WHETHER DIRECTLY OR INDIRECTLY, TO ANY PERSON IN SINGAPORE OTHER THAN (I) TO AN INSTITUTIONAL INVESTOR (AS DEFINED IN SECTION 4A OF THE SECURITIES AND FUTURES ACT (CHAPTER 289 OF SINGAPORE) (THE “SFA”)) PURSUANT TO SECTION 274 OF THE SFA, (II) TO A RELEVANT PERSON (AS DEFINED IN SECTION 275(2) OF THE SFA) PURSUANT TO SECTION 275(1) OF THE SFA, OR ANY PERSON PURSUANT TO SECTION

275(1A) OF THE SFA, AND IN ACCORDANCE WITH THE CONDITIONS, SPECIFIED IN SECTION 275 OF THE SFA, OR (III) OTHERWISE PURSUANT TO, AND IN ACCORDANCE WITH THE CONDITIONS OF, ANY OTHER APPLICABLE PROVISIONS OF THE SFA. WHERE THE SECURITIES ARE SUBSCRIBED OR PURCHASED UNDER SECTION 275 OF THE SFA BY A RELEVANT PERSON WHICH IS:

(A) A CORPORATION (WHICH IS NOT AN ACCREDITED INVESTOR (AS DEFINED IN SECTION 4A OF THE SFA)) THE SOLE BUSINESS OF WHICH IS TO HOLD INVESTMENTS AND THE ENTIRE SHARE CAPITAL OF WHICH IS OWNED BY ONE OR MORE INDIVIDUALS, EACH OF WHOM IS AN ACCREDITED INVESTOR; OR

(B) A TRUST (WHERE THE TRUSTEE IS NOT AN ACCREDITED INVESTOR) WHOSE SOLE PURPOSE IS TO HOLD INVESTMENTS AND EACH BENEFICIARY OF THE TRUST IS AN INDIVIDUAL WHO IS AN ACCREDITED INVESTOR, SECURITIES (AS DEFINED IN SECTION 239(1) OF THE SFA) OF THAT CORPORATION OR THE BENEFICIARIES' RIGHTS AND INTEREST (HOWSOEVER DESCRIBED) IN THAT TRUST SHALL NOT BE TRANSFERRED WITHIN SIX MONTHS AFTER THAT CORPORATION OR THAT TRUST HAS ACQUIRED THE UNITS, AS THE CASE MAY BE, PURSUANT TO AN OFFER MADE UNDER

SECTION 275 OF THE SFA EXCEPT:

(1) TO AN INSTITUTIONAL INVESTOR PURSUANT TO SECTION 274 OF THE SFA OR TO A RELEVANT PERSON PURSUANT TO SECTION 275(1) OF THE SFA, OR TO ANY PERSON PURSUANT ARISING FROM AN OFFER REFERRED TO IN SECTION 275(1A) OR SECTION 276(4)(I)(B) OF THE SFA;

(2) WHERE NO CONSIDERATION IS OR WILL BE GIVEN FOR THE TRANSFER;

(3) WHERE THE TRANSFER IS BY OPERATION OF LAW;

(4) AS SPECIFIED IN SECTION 276(7) OF THE SFA; AND/OR

(5) AS SPECIFIED IN REGULATION 32 OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005 OF SINGAPORE. BY ACCEPTING RECEIPT OF AN OFFERING MEMORANDUM WITH RESPECT TO THE SECURITIES AFTER SUBSCRIBING TO THE WEBSITE, ANY PERSON IN SINGAPORE REPRESENTS AND WARRANTS THAT HE IS ENTITLED TO RECEIVE SUCH AN OFFERING MEMORANDUM IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH ABOVE AND AGREES TO BE BOUND BY THE LIMITATIONS CONTAINED HEREIN.

NOTICE TO PROSPECTIVE PURCHASERS IN THE NETHERLANDS

THE SECURITIES MAY NOT BE OFFERED OR SOLD IN THE NETHERLANDS TO ANY PERSONS OTHER THAN QUALIFIED INVESTORS WITHIN THE MEANING OF THE PROSPECTUS DIRECTIVE. FOR PURPOSES OF THE ABOVE, THE EXPRESSION "PROSPECTUS DIRECTIVE" SHALL HAVE THE MEANING GIVEN TO IT IN THE PARAGRAPH "NOTICE TO PROSPECTIVE PURCHASERS IN THE EUROPEAN ECONOMIC AREA" ABOVE AND SHALL BE DEEMED TO INCLUDE ANY INFORMATION CONTAINED ON THE WEBSITE OR IN OTHER MATERIALS PROVIDED BY THE COMPANY.

NOTICE TO RESIDENTS OF CUBA, IRAN, NORTH KOREA, SYRIA AND THE CRIMEA REGION

THIS SECURITY IS NOT BEING OFFERED OR DISTRIBUTED TO ANY RESIDENT OF OR ANY PERSON LOCATED OR DOMICILED IN CUBA, IRAN, NORTH KOREA, SYRIA, THE CRIMEA REGION OR ANY OTHER COUNTRY OR TERRITORY THAT IS SUBJECT OF COUNTRY-WIDE OR TERRITORY-WIDE SANCTIONS.

NOTICE TO RESIDENTS OF NEW YORK STATE AND WASHINGTON STATE

THIS SECURITY IS NOT BEING OFFERED OR DISTRIBUTED TO ANY RESIDENT OF, OR ANY PERSON LOCATED OR DOMICILED IN, THE STATE OF NEW YORK OR THE STATE OF WASHINGTON OR ANY ENTITY, INCLUDING, WITHOUT LIMITATION, ANY CORPORATION OR PARTNERSHIP CREATED OR ORGANIZED IN OR UNDER THE LAWS OF THE STATE OF NEW YORK OR THE STATE OF WASHINGTON. THE ISSUER IS NOT SOLICITING PURCHASES BY SUCH INDIVIDUALS OR ENTITIES IN ANY WAY.

ALX, a product of ALGEBRAIX DATA CORP

SAFT
(Simple Agreement for Future Tokens)

THIS CERTIFIES THAT in exchange for the payment by the undersigned purchaser (the "**Purchaser**") of \$[] (the "**Purchase Amount**") on or about [], 2018, Algebraix Data Corp, a Delaware corporation (the "**Company**"), hereby issues to the Purchaser the right (the "**Right**") to certain units of ALX (the "**Token**" or "**ALX**"), subject to the terms set forth below.

This SAFT is issued as part of a series of SAFTs designated by the SAFT Series above and issued in a series of multiple closings to certain persons and entities (collectively, the "**Purchasers**").

1. **Events**

(a) **SAFT Offering.** The Company intends to offer and sell through SAFTs Rights with respect to, in the aggregate, up to 30 percent of the total Tokens that may ever be offered by the Company in the future, pursuant to the terms of a smart contract or otherwise.

(b) **Network Launch.** If there is a Network Launch before the expiration or termination of this instrument, the Company will automatically issue to the Purchaser a number of units of the Token equal to the Purchase Amount divided by the Discount Price pursuant to the following schedule:

(i) Fifty percent (50%) shall be issued as soon as practicable after the Network Launch provided that such issuance shall be no later than the date on which such units of Token are distributed to the public; and (ii) Fifty percent (50%) shall be issued on the six-month anniversary of the Network Launch.

Provided however that the Company may delay the delivery of such Tokens to the extent the Company believes, based upon written advice of legal counsel, that it is required to do so to comply with applicable laws, including applicable securities laws.

In connection with and prior to the issuance of Tokens by the Company to the Purchaser pursuant to this Section 1(b):

(ii) The Purchaser will execute and deliver to the Company any and all other transaction documents related to this SAFT, including verification of accredited investor status or non-U.S. person status under the applicable securities laws; and

(iii) The Purchaser will provide to the Company a network address for which to allocate Purchaser's Tokens upon the Network Launch.

(c) **Dissolution Event.** If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Purchaser immediately prior to, or concurrent with, the consummation of the Dissolution Event. If immediately prior to the consummation of the Dissolution Event, the assets of the Company that remain legally available for distribution to the Purchaser and all holders of all other SAFTs (the “**Dissolving Purchasers**”), as determined in good faith by the Company’s board of directors, are insufficient to permit the payment to the Dissolving Purchasers of their respective Purchase Amounts, then the remaining assets of the Company legally available for distribution, will be distributed with equal priority and pro rata among the Dissolving Purchasers in proportion to the Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(c). Any distributed amounts shall be in U.S. Dollars.

(d) **Termination.** This instrument will expire and terminate upon the earlier of (i) the issuance of Tokens to the Purchaser pursuant to Section 1(b); (ii) the payment, or setting aside for payment, of amounts due the Purchaser pursuant to Section 1(c); (iii) the later of (A) January 1, 2020 and (B) the date on which the Company can conduct a Network Launch without violating applicable laws, including applicable securities laws (the “**Deadline Date**”), if the Network Launch has not occurred as of such date in which case the Company shall, at the Purchaser’s request and in the Purchaser’s sole discretion, have the obligation to repay to the Purchaser the Purchase Amount.

2. **Definitions**

“**Discount Price**” means \$0.0015 per Token.

“**Dissolution Event**” means (i) a voluntary termination of operations of the Company, (ii) a general assignment for the benefit of the Company’s creditors or (iii) any other liquidation, dissolution or winding up of the Company, whether voluntary or involuntary.

“**Governmental Authority**” means any (a) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; or (c) governmental or quasi-governmental authority of any nature (including any governmental division, department, agency, commission, instrumentality, official, organization, unit, body or entity and any court or other tribunal).

“**Law**” means any federal, state, local, municipal, foreign or other law, statute, constitution, principle of common law, resolution, ordinance, code, edict, decree, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority.

“**Network Launch**” means a *bona fide* publicized product launch. whereby (i) the Company’s mobile application shall be released and made available for download, (ii) the Network shall be fully functional and capable of achieving the token utility as described on **Exhibit A** attached hereto, and (iii) the Company shall distribute the Token to certain users of the mobile application.

“**SAFT**” means an agreement pursuant to which a future right to units of Tokens may be purchased by Purchasers, similar in form and content to this agreement, which a significant portion of the amount raised under the SAFTs will be used to fund the Company’s development of a decentralized blockchain-based computer network (the “**Network**”) that will enable individuals to own and monetize their personal data.

3. **Company Representations**

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of Delaware, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

(b) The execution, delivery and performance by the Company of this instrument is, to the knowledge of the Company, within the power of the Company and, other than with respect to the actions to be taken when Tokens are to be issued to the Purchaser, has been duly authorized by all necessary actions on the part of the Company. This instrument constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors’ rights generally and general principles of equity. To the knowledge of the Company, it is not in violation of (i) its current certificate of incorporation or bylaws, (ii) any material statute, rule or regulation applicable to the Company, or (iii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.

(c) To the knowledge of the Company, the performance and consummation of the transactions contemplated by this instrument do not: (i) violate any material judgment, statute, rule or regulation applicable to the Company as currently in effect; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

(d) To the knowledge of the Company, no consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company’s corporate approvals; and (ii) any qualifications or filings under applicable securities laws.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without an infringement of the rights of others. ALX is not a proprietary trade name of the Company.

(f) THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE TOKENS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF

FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY, OR ANY OTHER PERSON ON THE COMPANY'S BEHALF.

4. *Purchaser Representations*

(a) The Purchaser has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Purchaser, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

(b) The Purchaser has been advised that this instrument is a security and that the offers and sales of this instrument have not been registered under any country's securities laws and, therefore, cannot be resold except in compliance with the applicable country's laws. The Purchaser is purchasing this instrument for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. The Purchaser has such knowledge and experience in financial and business matters that the Purchaser is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Purchaser's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

(c) The Purchaser enters into this SAFT with the predominant expectation that he, she or it, as the case may be, will profit upon the successful development and Network Launch arising from the efforts of the Company and its employees to develop and market the Network and the Network Launch and related distribution of the Tokens.

(d) The Purchaser is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

(e) The Purchaser hereby represents that none of the "bad actor" disqualifying events described in Rule 506(d)(1)(i)-(viii) promulgated under the Securities Act (a "**Disqualification Event**") is applicable to the Purchaser or any of its Rule 506(d) Related Parties, except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable. For purposes of this Agreement, "Rule 506(d) Related Party" shall mean with respect to any Purchaser any individual, firm, corporation, partnership, association, limited liability company, trust or any other entity that is a beneficial owner of the Purchaser's securities for purposes of Rule 506(d) of the Securities Act.

(f) The Purchaser has sufficient knowledge and experience in business and financial matters to be able to evaluate the risks and merits of its purchase of this SAFT and of the Tokens and is able to bear the risks thereof. The Purchaser is aware of Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire this SAFT. The Purchaser understands that the Tokens involve risks, all of which the Purchaser fully and completely assumes, including, but not limited to, the risk that (i) the technology associated with the Application will not function as intended; (ii) the Application and Application Launch will not be completed; (iii) the Application will fail to attract sufficient interest from key stakeholders; and (iv) the Company may be subject to investigation and punitive actions from Governmental Authorities. The Purchaser understands and expressly accepts that the Tokens will be created and delivered to the Purchaser at the sole risk of the Purchaser on an "AS IS" and "UNDER DEVELOPMENT" basis. The Purchaser understands and expressly accepts that the Purchaser has not relied on any representations or warranties made by the Company outside of this instrument, including, but not limited to, conversations of any kind, whether through oral or electronic communication, or any white paper. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PURCHASER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY TOKENS AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY THE COMPANY, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE TOKENS.

(g) The Purchaser understands that Purchaser has no right against the Company or any other Person except in the event of the Company's breach of this instrument or intentional fraud. THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS INSTRUMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO THE COMPANY PURSUANT TO THIS INSTRUMENT. NEITHER THE COMPANY NOR ITS REPRESENTATIVES SHALL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS INSTRUMENT.

(h) The Purchaser understands that Purchaser bears sole responsibility for any taxes as a result of the matters and transactions the subject of this instrument, and any future acquisition, ownership, use, sale or other disposition of Tokens held by the Purchaser. To the extent permitted by law, the Purchaser agrees to indemnify, defend and hold the Company or any of its affiliates, employees or agents (including developers, auditors, contractors or founders) harmless for any claim, liability, assessment or penalty with respect to any taxes (other than any net income taxes of the Company that result from the issuance of Tokens to the Purchaser pursuant to Section 1(a) of the instrument) associated with or arising from the Purchaser's purchase of Tokens hereunder, or the use or ownership of Tokens.

(i) The Purchaser has received and reviewed the Offering Memorandum prepared by the Company in connection with the Rights offered and sold herein, and Purchaser is aware of the risks associated with the Company, the SAFT and the Tokens, including the risks set forth in the Offering Memorandum.

5. **Procedures for Purchase of Rights and Valuation of Purchase Amount.**

(a) The Company will accept payment for the Right purchased under this SAFT in U.S. Dollars, Bitcoin or Ether. Purchaser shall make the required payment to the Company in consideration for Purchaser's purchase of the Right pursuant to the SAFT through the procedures which have been communicated to the Purchaser by the Company.

(b) For purposes of this instrument, the value of the Purchase Amount shall be deemed in U.S. Dollars whether the Purchaser pays in U.S. Dollars, Bitcoin or Ether, valued at the Applicable Exchange Rate for Bitcoin or Ether. The term "**Applicable Exchange Rate**" shall mean the closing price of Bitcoin or Ether in U.S. Dollars according to [coinmarketcap.com](https://coinmarketcap.com/currencies/bitcoin/historical-data/) (available at <https://coinmarketcap.com/currencies/bitcoin/historical-data/> and <https://coinmarketcap.com/currencies/ethereum/historical-data/>, respectively) on the day immediately preceding the date of this SAFT.

6. **Miscellaneous**

(a) This instrument sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings and agreements, whether oral or written, between them. This instrument is one of a series of similar instruments entered into by the Company from time to time, which series is designated by the SAFT Series above. Any provision of this SAFT may be amended, waived or modified only upon the written consent of the Company and the holders of a majority, in the aggregate, of the Purchase Amounts paid to the Company with respect to all SAFTs of this SAFT Series outstanding at the time of such amendment, waiver or modification (the "**Majority Purchasers**"). Upon the effectuation of such waiver or amendment with the consent of the Majority Purchasers in conformance with this paragraph, such amendment or waiver shall be effective as to, and binding against the holders of, all of the SAFTs of this SAFT Series, and the Company shall promptly give written notice thereof to the Purchaser if the Purchaser has not previously consented to such amendment or waiver in writing; provided that the failure to give such notice shall not affect the validity of such amendment or waiver.

(b) Any notice required or permitted by this instrument will be deemed sufficient when sent by email to the relevant address listed on the signature page, as subsequently modified by written notice received by the appropriate party.

(c) The Purchaser is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of capital stock of the Company for any purpose, nor will anything contained herein be construed to confer on the Purchaser, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise.

(d) Neither this instrument nor the rights contained herein may be assigned, by operation of law or otherwise, by either party without the prior written consent of the other; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the

Company's consent by the Purchaser to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Purchaser, including, without limitation, any general partner, managing member, officer or director of the Purchaser, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Purchaser; and *provided, further*, that the Company may assign this instrument in whole, without the consent of the Purchaser, in connection with a reincorporation to change the Company's domicile.

(e) In the event any one or more of the provisions of this instrument is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this instrument operate or would prospectively operate to invalidate this instrument, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this instrument and the remaining provisions of this instrument will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(f) The Purchaser shall, and shall cause its affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably requested by Company to carry out the provisions of this instrument and give effect to the transactions contemplated by this instrument, including, without limitation, to enable the Company or the transactions contemplated by this instrument to comply with applicable laws.

(g) The Company shall not be liable or responsible to the Purchaser, nor be deemed to have defaulted under or breached this instrument, for any failure or delay in fulfilling or performing any term of this instrument, including without limitation, launching the Network or consummating the Network Launch, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, or other civil unrest; (d) the application of or change in any Law or regulation promulgated under applicable Law; or (e) action by any Governmental Authority.

(h) Each party to this Agreement acknowledges that Cooley LLP ("**Cooley**"), outside counsel to the Company, has in the past performed and is or may now or in the future represent one or more Purchasers or their affiliates in matters unrelated to the transactions contemplated by this instrument (the "**Rights Offering**"), including representation of such Purchasers or their affiliates in matters of a similar nature to the Rights Offering. The applicable rules of professional conduct require that Cooley inform the parties hereunder of this representation and obtain their consent. Cooley has served as outside counsel to the Company and has negotiated the terms of the Rights Offering solely on behalf of the Company. The Company and each Purchaser hereby (a) acknowledge that they have had an opportunity to ask for and have obtained information relevant to such representation, including disclosure of the reasonably foreseeable adverse consequences of such representation; (b) acknowledge that with respect to the Rights Offering, Cooley has represented solely the Company, and not any Purchaser or any stockholder, director

or employee of the Company or any Purchaser; and (c) gives its informed consent to Cooley's representation of the Company in the Rights Offering.

(i) This instrument may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(j) Nothing in this SAFT and no action taken by the parties pursuant to this SAFT shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between any of the parties. Nothing in this SAFT and no action taken by the parties pursuant to this SAFT shall constitute, or be deemed to constitute, either party the agent of the other party for any purpose. No party has, pursuant to this SAFT, any authority or power to bind or to contract in the name of the other party.

(k) The Purchaser and the Company shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this instrument, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a "**Dispute**"). If the parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all parties, such Dispute shall be finally settled by Binding Arbitration (as defined below). Any Dispute not resolved within ninety (90) days shall be referred to and finally resolved by arbitration under the rules of the American Arbitration Association in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the parties. The number of arbitrators shall be one, who shall be selected by the Company. The seat, or legal place, of arbitration shall be Los Angeles, California. The language to be used in the arbitral proceedings shall be English. The governing law of this Agreement shall be as set forth below. The arbitration award shall be final and binding on the parties ("**Binding Arbitration**"). The parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. The Company and the Purchaser will each pay their respective attorneys' fees and expenses. Any dispute arising out of or related to this instrument is personal to the Purchaser and the Company and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which 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.

(l) All rights and obligations hereunder will be governed by the laws of Delaware, without regard to the conflicts of law provisions of such jurisdiction.

(Signature page follows)

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

ALGEBRAIX DATA CORP

By: _____

Charles H. Silver
Chief Executive Officer

Address:

9601 Amberglen Blvd, Suite 105
Austin, TX, 78729

Email: **csilver@algebraix.io**

PURCHASER:

By: _____

Name: _____

Title: _____

Email: _____

Exhibit A

Token Utility

- The ALX blockchain ledger will be established and functional and ALX holders will be able to hold ALX in a wallet and transfer amounts of ALX to and from that wallet.
- The wallet will also be able to hold several other cryptocurrencies.
- ALX holders will be able to establish a Personal Secure Vault and be able to store some credential and profile data in an encrypted form via the Algebraix Network. Initially this will be limited to basic credentials (such as name, date of birth, driving license details and so on).
- Sending and receiving ALX tokens will be recorded via smart contract on the ALX blockchain.
- A basic display advertising capability (video and sound clips such as for example, movie trailers) for PSV owners who opt in.

Token Distribution

ALX Tokens are planned to be distributed by the Company as described in this Exhibit B. The Company may, in its sole discretion, make any necessary adjustments to these Token characteristics for the benefit of the overall Algebraix Network, provided, however, that the Company hereby agrees that such changes shall be made in good faith.

The Rights set forth in this SAFT shall be for ALX that shall be allocated pursuant to Item A.

The total number of ALX that may ever be issued shall equal 100,000,000,000

- A. 30,000,000,000 Tokens shall be subject to the rights set forth in one or more series of SAFTs. Purchasers of the SAFT shall be entitled to receive ALX, pursuant to the terms of the applicable SAFT executed by and between the Purchaser and the Company, in connection with Network Launch (as defined in the SAFT). Tokens subject to SAFTs sold prior to the Network Launch shall be sold in different series at such prices, and in such amounts as shall be determined in each case by the Company.
- B. 50,000,000,000 Tokens will be held as the company reserve, including Tokens to be used for Network incentives or rewards for Network users, including, without limitation, distributions without consideration to users of the Network and development or incentivizing user onboarding and Network growth.
- C. 20,000,000,000 Tokens shall be allocated to the Company, for staff and advisors and payments to vendors