

TOKEN PURCHASE AGREEMENT

TERMS AND CONDITIONS OF THE AGREEMENT

Parties to this Agreement (the “**Agreement**”)

BNT group s.r.o. is a company limited by shares (registered as such with the ____ under reference (___ registry code)) herein referred to the “**Company**”, “**BNT**”, “**we**” or “**us**”. The Company is a creator and issuer of NFT and UTILITY, and BNTCrypto Tokens (“**BNTC**” or “**Tokens**”) under this Agreement.

References in these Agreement to the “**Purchaser**”, “**you**” or “**your**” include the person/entity, directly or via a nominee (a “**Nominee**”), who accepts terms and conditions of the Agreement and place and order to the Company as set out in and on the terms of the Agreement.

The Purchaser and the Company are herein referred to individually as a “**Party**” and collectively as the “**Parties**” have entered into the Agreement:

By placing an order to the Company to purchase BNTC Tokens in order to obtain services, as well as discounts on such services, in connection with the development of the company's production facilities during company's initial coin offering (as defined below) or by acquiring Tokens from a previous Token owner following company's initial coin offering (as defined below), you will be bound by these terms and conditions and all terms incorporated herein by reference.

These terms and conditions do not constitute investment advice or a recommendation or invitation for purchasing, holding or selling any Tokens. In particular, they are not deemed to provide (and must not be held as such) any advice relating to any decision whether or not to purchase Tokens and must not be considered as providing complete information in relation to such a decision.

Should you acquire a Token, you will be entering automatically into a binding agreement with the company and these terms and conditions shall apply to you. These terms and conditions contain provisions which affect your legal rights. If you do not agree to any of the terms set out in these terms and conditions, you believe that any terms should not apply to you, or you wish to negotiate these terms, do not place an order for the purchase of Tokens. If you are in any doubt as to the action you should take, you should consult your legal, financial, tax or other professional advisor(s).

The Purchaser acknowledges, understands and agrees that:

- (I) The Purchaser reads the Agreement and the Whitepaper carefully and in their entirety. The Purchaser shall not buy BNTC Token, if any of the risks provided in the Agreement or in the Whitepaper are unacceptable.
- (II) The Purchaser is subject to and bound by this Agreement by virtue of the Purchaser's buying of Tokens.
- (III) Company does not have any obligation to recover any lost BNTC Tokens. Buying of BNTC Tokens is non-refundable.
- (IV) The Purchaser does not hold any claims against Company for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of BNTC Token, including losses associated with the risks set in the Agreement.

(V) Within the terms of the Agreement Tokens do not represent any ownership right, share or security or equivalent rights. During the entry into force of the Agreement Tokens are not a cryptocurrency, security, commodity finance or any other kind of financial instrument.

(VI) The Purchaser has significant experience with, and understanding of, the usage and intricacies of cryptographic tokens and blockchain based software systems.

(VII) The Company is not responsible for lost BNTC Tokens resulting from actions taken by or omitted by purchasers.

(VIII) The Purchaser bears sole responsibility for losing Purchaser's login data to the Platform account and Purchaser's wallet private key.

1. DEFINITIONS

1.1 The Agreement terms that are written in the upper case first letter will hereinafter be used in the following meaning unless the context indicates a different meaning:

1.1.1. "Platform" or "Website" means the community-based online system described in the Whitepaper and to be developed and deployed by Company, available at <<https://bntgroup.io>>.

1.1.2. "Dispute" means any dispute, controversy or claim based on, arising out of, relating to or in connection with the Agreement, including with respect to the formation, applicability, breach, violation, termination, validity or enforceability hereof.

1.1.3. "Governmental authority" means any applicable federal, state, provincial, territorial, municipal, local or foreign governmental authority, regulatory or administrative agency, governmental commission, department, board, bureau, ministry, instrumentality, court or tribunal, in each case having jurisdiction with respect to a particular matter.

1.1.4. "BNTCrypto Tokens" is a functional token of BNT, which grants the right to purchase Services that will be developed according to the Whitepaper.

1.1.5. "Services" means the services which Company provides to the holders of the Tokens via the Platform and which are more specifically described in the Whitepaper.

1.1.6. "Token sale" is a procedure of issuing BNTC Tokens to the Purchaser in the meaning of the article 3 of the Agreement.

1.1.7. "Whitepaper" means a document describing in detail the BNT Platform and Tokens, as well as other issues related thereto and associated therewith, the latest version is available at <<https://bntgroup.io/white-paper>>.

1.2. The headlines of the subdivision, article or paragraph contained in the Agreement are used for convenience and do not affect the meaning of the Agreement, or interpretation of thereof.

1.3. Reference to a specific subdivision, article or paragraph of the Agreement is a reference to a specific subdivision, article or paragraph of the Agreement unless otherwise specified.

2. ENTERING INTO THE AGREEMENT AND TERMS OF USE. WHITEPAPER. LEGAL STATUS OF TOKENS

2.1. The Purchaser agrees to buy, and Company agrees to sell the Tokens on the terms and under the conditions set in the Agreement. The Purchaser fully acknowledges, understands and agrees that it is subject to and bound by the Agreement by virtue of Purchaser's buying of Tokens. The Agreement becomes effective and binding on Parties after the Company has received the payment from the Purchaser.

2.2. After the Company has received the payment from the Purchaser then the Company will issue BNTC Token to the Purchaser's wallet compatible with blockchain Ethereum (standard ERC 1155).

2.3. The Company has the right to amend the Whitepaper at its sole discretion. In case of any conflicts between provisions of the Whitepaper and the Agreement, the Agreement shall prevail.

2.4. BNTCrypto Tokens are utility type of crypto-tokens and/or are non-fungible, partially fungible, giving to the Purchaser right to use Services in accordance with the rules, clarifications, and available at the official web-site of the Project <<https://bntgroup.io/>> and the current Agreement.

2.5. Within the terms of the Agreement, Tokens are not a loan, currency, security, commodity, a swap or any other kind of financial instrument that does not represent or confer any right, other than any rights relating to the provision and receipt of Services from the Company.

2.6. The Company may decide to amend the intended functionality of the Tokens in order to ensure compliance with any legal or regulatory requirements to which the Tokens are subject. The Company shall publish a notice on the Platform of any changes to the functionality of the Tokens and it is Purchaser's responsibility to regularly check the Platform for any such notices.

3. TOKEN SALE PROCEDURE

3.1. The substantial information about the procedures and material specifications of the Token Sale are provided on <www.bntgroup.io>including details regarding the timing, pricing of the Token sale, the number of Tokens purchased and the wallet address. By making the payment for the Tokens, the Purchaser acknowledges that the Purchaser has no objection to these procedures and material specifications.

3.2. The Purchaser's buying of the Tokens from the Company during the Token Sale period is final, and there are no refunds or cancellations possible.

3.3. Company reserves the right to reject the offers on acquisition of the Tokens at any time at the Company's sole discretion, including cases when the information provided by the Purchaser upon any requests is not sufficient, inaccurate or misleading, or the Purchaser has not complied with any of the requirements of the Platform application.

3.4. Company reserves the right to conduct a KYC ("Know Your Customer") and/or AML ("Anti-Money Laundering") checks of the Purchaser if deem necessary or it becomes required by the applicable laws. Upon the Company's request, the Purchaser shall immediately provide to Company information and documents that Company, in its sole discretion, deems necessary or appropriate to conduct KYC and/or AML checks.

3.5. At any time prior to the end of the Token Sale, the Company may, at its own discretion, either temporarily suspend or permanently abort the Token Sale for security or any other reasons. Any suspension or abortion of Token Sale shall be deemed to commence from the moment that Company publishes a notice to that effect on the Platform.

3.6. By placing an order to purchase the Tokens to the Company, you acknowledge and agree that, the creation and allocation of the Tokens and the development of the Company's production facilities carry significant operational, technological, financial, regulatory and reputational risks, including but not limited to those set out in the terms and conditions.

4. REPRESENTATION AND WARRANTIES OF THE PURCHASER

4.1. By buying the Tokens, the Purchaser represents and warrants to the Company in addition to the representations provided above in this Agreement that the Purchaser has all required powers and authorities to execute, deliver, carry out and perform its obligations under the Agreement, making payments and purchase Tokens.

4.2. The Purchaser must be of sufficient legal age and capacity to purchase the Tokens. In case of a legal person, the Purchaser is duly organized, validly existing and in good standing

under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business.

4.3. The Tokens are not being offered or distributed to, as well as cannot be resold or otherwise alienated by their holders to the following persons:

4.3.1. citizens of, natural and legal persons, having their habitual residence, location or their seat of incorporation in 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

4.3.2. citizens of, natural and legal persons, having their habitual residence, 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.

4.4. The entering into and performance of the Agreement will not result in any violation of, be in conflict with, or constitute a material default under:

4.4.1. any provision of the Purchaser's corporation documents;

4.4.2. any provision of any judgment, decree or order to which the Purchaser is a party, by which it is bound, or to which any of its material assets are subject;

4.4.3. any material agreement, obligation, duty or commitment to which the Purchaser is a party or by which it is bound;

4.4.4. any foreign exchange, anti-money laundering or regulatory restrictions applicable to Token Sale;

4.4.5. any laws, regulations or rules applicable to the Purchaser.

4.5. The Purchaser will comply with any applicable tax obligations in the Purchaser's jurisdiction arising from Token Sale.

4.6. The Purchaser will comply with all applicable anti-money laundering and counter-terrorism financing requirements.

4.7. The execution and delivery of, and performance under, the Agreement require no approval or other action from any governmental authority or person other than the Purchaser.

4.8. There are no actions or investigations, pending or threatened before or by any governmental authority against the Purchaser which, if determined adversely, could reasonably be expected to have a material adverse effect on the ability of the Purchaser to enter into and perform its obligations under the Agreement. There is no unsatisfied judgment or any open injunction binding upon the Purchaser which could reasonably be expected to have a material adverse effect on the ability of the Purchaser to enter into and perform its obligations under the Agreement. If the Purchaser is a legal entity, the Purchaser makes the same representations with respect to its directors (or equivalent) and senior executive officers, and its affiliates and their respective directors (or equivalent) and senior executive officers.

4.9. Such persons that participate in the Token Sale by providing false or inaccurate information about their domicile, place of residence and/or place of registration shall be considered as perpetuating fraud and in breach of the terms and conditions and shall indemnify the Company in respect of any damages and/or losses suffered due to this breach in accordance with the indemnification provisions set out in the terms and conditions. Furthermore, it is the responsibility of the Purchaser to seek legal advice in their jurisdiction to identify legal restrictions. BNT shall have the right at any anytime, at its sole discretion and by any means, to exclude, ban or otherwise restrict the participation in the Token Sale or otherwise restrict the Purchasers' possibility of converting, holding, using or in any other way keeping Tokens if the Purchaser does not meet eligibility requirements set forth by the Company for the purpose of the BNTC Tokens sale or on other grounds.

4.10. The Purchaser has sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens, token

storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to understand the Agreement and to appreciate the risks and implications of purchasing the Tokens.

4.11. The Purchaser has obtained sufficient information about the Tokens to make an informed decision to purchase the Tokens.

4.12. The Purchaser understands that the value of the Tokens over time may experience extreme volatility or depreciate in full.

4.13. The Purchaser agrees and certifies that the Purchaser is acquiring Tokens for its own use and utility, to participate in the Platform and not for investment or financial purposes.

4.14. The funds, including any digital assets, fiat currency, virtual currency or cryptocurrency, the Purchaser uses to purchase the Tokens, are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and The Purchaser will not use the Tokens to finance, engage in, or otherwise support any unlawful activities.

4.15. The Purchaser agrees that if the Purchaser's country of residence or other circumstances change such that any of the representations and warranties specified in the Agreement are no longer accurate, the Purchaser will immediately cease using the Platform.

5. DATA AND PRIVACY

5.1. The Purchaser shall implement reasonable and appropriate measures designed to secure access to: (I) any device associated with the Purchaser and utilized in connection with the Purchaser's buying of the Token and (II) any other username, passwords or other login or identifying credentials.

5.2. In the event the Purchaser is no longer in possession of the Purchaser's private keys or any device associated with the Purchaser's account or is not able to provide the Purchaser's login or identifying credentials, the Purchaser may lose all purchased the Tokens and/or access to the Purchaser's account.

5.3. The Purchaser shall immediately provide to the Company information and documents that the Company, in its sole discretion, deems necessary or appropriate to comply with any laws, regulations, rules or agreements, including without limitation judicial process. Such documents include, but are not limited to, passport, driver's license, utility bills, and photographs of associated individuals, government identification cards, or sworn statements.

5.4. Company may refuse to distribute the Tokens to the Purchaser until requested information is provided.

5.5. We are committed to protecting and respecting your privacy. We collect and process personal data in accordance with the Federal Act on Data Protection ("FADP") and, to the extent applicable, with the European General Data Protection Regulation ("GDPR"). Personal data that we collect and process may also be subject to contractual or professional confidentiality obligations applicable to us.

5.6. This includes any personal information that you give us by filling in forms on the Company's Website or in connection with the Token Sale or by corresponding with us by phone, e-mail or otherwise. It also includes information you provide when you register to use the Company's Website and when you report a problem with the Company's Website. The information you give us may include your name, address, e-mail address and phone number, date of birth, financial information (e.g. utility bill; IBAN), personal description and photograph, crypto-wallets addresses and any other personal data provided to us.

5.7. The Purchaser confirms that by signing this Agreement she/he/it provides the Company with the right to store and process the Purchaser's personal data provided to the Company in compliance with the Lithuanian Law on Personal Data Protection.

5.8. Company will not publish any identifying information of the Purchaser, except if the disclosure is required under laws or in relation to a decision of governmental authority.

5.9. With regard to each of your visits to the Company's Website or your participation to the Company's Token Sale, we will automatically collect the following information:

a) Technical information, including the Internet protocol (IP) address used to connect you computer to the Internet, your login information (if applicable), browser type and version, time zone setting, browser plug-in types and versions, operating system and platform, information about your visit, including the full Uniform Resource Locators (URL), clickstream to, through and from the Company's Website (including date and time), information you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse overs), methods used to browse away from the page and any information of yours related to contact our customer service team (e.g. phone number).

b) Information we receive from other sources. This is information we receive about you from public domain, third parties or other websites we operate or the other services we provide. Third parties we work with include: those assisting in know-your-customer ("KYC") collection and processing KYC information, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers and credit reference agencies.

5.10. You agree that we have the right to share your personal information:

a) With any member of our group and selected third parties including: i. Third parties that assist with KYC collection of information or process KYC information, suppliers and vendors necessary for the performance of the products we provide; ii. Google Analytics, other analytics providers and search engine providers that assist us in the improvement and optimization of the Company's Website; and fraud and crime prevention agencies for the purpose of assessing the risk of crime, fraud and money laundering and this is a condition of us entering into any contract with you. This is not an automated decision-making process.

b) To fulfill the purpose for which you provide it.

c) For any other purpose disclosed by us when you provide the information.

d) With your consent.

We will also disclose your personal information to third parties:

a) As it is required by law.

b) In the event that we sell or buy any business or assets, in which case we will disclose your personal data to the prospective seller or buyer of such business or assets.

c) If the Company, or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.

d) If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply the Website's terms of use, the terms and conditions of a sale, and other agreements; or to protect the rights, property, or safety of the Company, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection, money laundering prevention and credit risk reduction.

5.11. We do not intend to keep personal data any longer than is necessary for the purposes for which the personal data is processed and used. In addition, we might process your personal data after the termination of our business relationships for operational purposes in accordance with the applicable laws as well as pursuant to various retention and documentation obligations.

5.12. The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (EEA), including in particular, Israel, Canada and the United States as well as to countries which are deemed to have privacy/data protection

rules. It may be processed by staff operating outside the EEA who works for us or for one of our suppliers. This includes staff engaged in, among other things, the fulfillment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure an adequate level of data protection and that your data is treated securely and in accordance with this policy. Unfortunately, the transmission of information via the Internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to the Company's Website or in connection with the Token Sale; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorized access.

5.13. Subject to any applicable restrictions or requirements, you have the right to (i) request access to, and receive copy of, your personal data, (ii) request rectification of your personal data if they are inaccurate, (iii) request erasure of your personal data when the processing is not or no longer necessary for the purposes, subject to applicable retention records, (iv) request a restriction of the processing of your personal data subject to the restrictions, (v) object to the processing of your personal data, in which case we will no longer process your personal data unless we have compelling legitimate grounds to do so and if applicable, (vi) receive your personal data in structured, commonly used and machine-readable format (data portability). You may exercise these rights by submitting a request to the following address: <info@bntgroup.io>. In addition, you have the right to be informed about the personal data stored and the purpose of the processing at any time. You may also lodge a complaint with the competent data protection supervisory authority if you believe that our processing of your personal data infringes applicable data protection laws.

6. LIMITATION OF LIABILITY

6.1. The Company is not liable for any delay or failure to perform any obligation under the Agreement where the delay or failure results from any cause beyond Company's reasonable control.

6.2. The Company makes no representations or warranties, whether actual or future. Tokens may also not be qualified as assets, what may lead to the total loss of Tokens in certain circumstances, e.g. in case of insolvency or bankruptcy or death of the holder. The Purchaser expressly acknowledges, understands and agrees that the Purchaser is purchasing the Tokens solely at the Purchaser's risk and that Tokens are provided, used and acquired on an "as is" and on an "as available" basis without representations, warranties, promises or guarantees whatsoever of a kind by the Company. The Purchaser's decision to purchase the Tokens and enter into the Agreement shall be made based on the Purchaser's own knowledge and information disclosed herein and in Whitepaper. Additionally, the Purchaser has conducted to its own satisfaction an independent investigation and verification of the Platform, the Tokens and shall therefore rely solely on its own examination.

6.3. Company expressly disclaims all express and implied warranties and representations as to the Tokens and the Platform. Company does not make any representations or warranties, express or implied, including: any warranties or representations of title; any warranties or representations of merchantability or fitness for a particular purpose with respect to the Platform, the Tokens or their utility, or the ability of anyone to purchase or use the Tokens; the suitability, reliability, availability, timeliness, and accuracy of the Platform, the Tokens, information, software, products, Services and related graphics on the Platform for any purpose.

6.4. In no circumstances the aggregate joint liability of the Company, whether in contract, warrant, tort or other theory, for damages of any kind under the Agreement will exceed the amount received by Company from the Purchaser.

6.5. The Company is not liable for any cryptocurrencies exchange fluctuation.

6.6. The Purchaser understands and agrees that the Company shall not be liable in connection with any force majeure event, including labour disputes or other industrial disturbances, hacking or any other cybercrime, or computer oriented crime, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, strikes, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.

6.7. If an event of force majeure occurs, the Party injured hereto by the other's inability to perform may elect to suspend the Agreement, in whole or part, for the duration of the force majeure circumstances.

6.8. Except otherwise provided in the Agreement, the Purchaser will indemnify, defend, hold harmless and reimburse the Company from and against any and all actions, proceedings, claims, damages, demands and actions (including without limitation fees and expenses of counsel), incurred by the Company arising from or relating to:

- a) the Token Sale;
- b) use of the Tokens;
- c) the Purchaser's responsibilities or obligations under the Agreement;
- d) the Purchaser's breach of or violation of the Agreement;
- e) any inaccuracy in any representation or warranty of the Purchaser;
- f) the Purchaser's violation of any rights of any other person or entity; and/or
- g) any act or omission of the Purchaser that is negligent, unlawful or constitutes willful misconduct.

6.9. The Company reserves the right to exercise sole control over the defence, at the Purchaser's expense, of any claim subject to indemnification under this Section. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between the Purchaser and the Company, including those provided under the Agreement.

7. TAXES

7.1. The purchase price that the Purchaser pays for the Tokens is exclusive of all applicable taxes. The Purchaser is solely responsible for determining what, if any, taxes apply to the purchase of the Tokens, including sales, use, value added, and similar taxes.

7.2. The Purchaser is responsible for withholding, collecting, reporting and remitting the correct taxes arising from the purchase of the Tokens to the appropriate tax authorities.

7.3. The Company bears no liability or responsibility with respect to any tax consequences to the Purchaser arising from the Token Sale.

8. APPLICABLE LAW AND DISPUTE RESOLUTION

8.1. The Agreement has been drawn up in accordance with the laws of the Republic of Lithuania and the application, interpretation, and termination thereof shall be subject to the laws of the Republic of Lithuania.

8.2. In case of any incompatibility of the Agreement with the mandatory standards set out in the laws of the Republic of Lithuania that are identified or which become invalid for any other reason, it does not affect the validity of the other provisions of the Agreement and the

invalid clause shall be replaced by a valid condition as close as possible to the outcome and the detail of the replaced condition.

8.3. Any disputes arising from the performance of the Agreement shall be settled through negotiations. If the Parties fail to resolve the dispute through negotiation, the disputes shall be settled by the District court of Bratislava city, pursuant to the procedure provided by the law of the Slovak Republic.

9. TERMINATION OF THE AGREEMENT

9.1. This Agreement shall terminate upon the transfer of Token to Buyer.

9.2. Company may terminate the Agreement immediately without prior notice, if:

9.2.1. the Purchaser breaches this Agreement;

9.2.2. the Company is required so by valid court order, or binding order of a governmental authority;

9.2.3. the Purchaser fails to comply with any applicable laws, directives, rules and/or regulations or the Purchaser is or becomes a person falling under Article 4.3 of the Agreement;

9.2.4. in respect of the Purchaser, a liquidator, receiver or administrative receiver is appointed, the Purchaser is adjudicated as bankrupt, or declared insolvent.

10. MISCELLANEOUS

10.1. All agreements, notices, disclosures and other communications that the Party provides to the other Party pursuant to this Agreement or in connection with or related to the Purchaser's purchase of the Token, including this Agreement, may be provided by the Party in electronic form.

BNT GROUP S. R. O.

Business ID: 54563658

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