

## TOKEN PURCHASE AGREEMENT

*OneName Global, Inc., on one hand (the “Company”), and the Purchaser on the other, hereinafter agree to consummate the purchase and sale of onG Coin (the “Tokens”) in accordance with the following terms and conditions:*

1. *Purchase of the Tokens.* On the Closing Date, subject to the terms and conditions of this Agreement, the Company hereby agrees to sell to Purchaser and Purchaser hereby agrees to purchase from the Company, the Tokens (The “Transaction”).

2. *Purchase Price.* The Purchase Price for the Tokens shall be between \$0.50 to \$2.00 (the “Purchase Price”). The Purchase Price shall be payable upon execution of this Agreement.

3. *Purchase Price Denomination.* For purposes of this Agreement, the value of the Purchase Price shall be deemed in U.S. dollars whether the Purchaser pays in Bitcoin, Ether and WAVES, valued at the Applicable Exchange Rate for Bitcoin, Ether and WAVES. The term “**Applicable Exchange Rate**” shall mean the volume-weighted average hourly price of Bitcoin, Ether and ZCash across exchanges in the one hour preceding the Effective Time; *provided, however,* that in the event that such exchanges experience technical issues in such period that affect the accuracy of the volume-weighted average price, the Company will use its reasonable best efforts to determine the volume-weighted average price of Bitcoin, Ether and WAVES for such period.

4. *Closing; Closing Date.* Subject to the satisfaction (or written waiver) of the conditions thereto set forth herein, the date and time of the Closing of the Transaction shall be deemed close upon receipt of the Purchase Price by the Company (the “Closing Date”). The closing of the transactions contemplated by this Agreement (a “Closing”) shall occur from time to time during the term of the Proposed Sale. At Closing, upon receipt of the Purchase Price from the Purchaser, the Company shall cause to be delivered to the Purchaser the Tokens within forty-five (45) days.

5. *Representations and Warranties of the Purchaser.* The Purchaser represents and warrants as follows:

- a. I have received the Initial Token Offering Circular (the “Circular”), have carefully reviewed the Circular, and have relied solely on the information contained therein, and information otherwise provided to me in writing by the Company. I understand that all documents, records and books pertaining to this investment have been made available by the Company for inspection by me or my representatives. I am familiar with the Company's business objectives and the financial arrangements in connection therewith. I have had a reasonable opportunity to ask questions of and receive answers from the the Company concerning the Company and the Tokens. All such questions have been answered to my full satisfaction. I, or my

representatives, have made such investigation of the facts and circumstances set forth in the Circular and exhibits thereto in connection with any purchase of the Tokens as I have deemed necessary. No representations have been made or information furnished to me or my advisor(s) relating to the Company or the Tokens that are in any way inconsistent with the Circular.

- b. Subject to the terms and conditions hereof, I hereby irrevocably execute and tender this Agreement for the purchase of the Tokens and shall pay for such Tokens in the manner set forth herein. I am aware that the purchase made herein is irrevocable, but that the Company has the unconditional right to accept or reject this subscription, in whole or in part, and that the sale of the Tokens pursuant hereto is subject to the approval of certain legal matters by legal counsel and to other conditions. If my subscription is not accepted for any reason whatsoever my money will be returned in full, without any interest that may be earned thereon, and the Company will be relieved of any responsibility or liability that might be deemed to arise out of my offer to purchase for the Tokens.
- c. I have carefully reviewed the Circular. I have such knowledge and experience in business and financial matters as will enable me to evaluate the merits and risks of the prospective purchase of the Tokens and to make an informed decision. I am also aware that no state or Federal agency has reviewed or endorsed the Circular or the Tokens, that the Tokens involve a high degree of economic risk, and that there may be no public market for the Tokens.
- d. I have been advised and am fully aware that purchasing the Tokens is a speculative and uncertain undertaking, and that the Tokens may be sold only to persons who understand the nature of the proposed operations of the Company. I represent that I meet any suitability requirements for purchase of the Tokens.
- e. I have relied on my own tax and legal adviser with respect to the income tax and investment considerations of being an investor as described in the Circular.
- f. I have relied upon my own investigation, legal and other advisors to determine that the Tokens which I am purchasing are not defined as “securities” in accordance with the definitions provided by the Securities Act of 1933 or the Securities Exchange of 1934. Notwithstanding the foregoing, I understand that the Company has not registered the Tokens under the Securities Act, or the applicable securities laws of any state in reliance on exemptions from registration. I further represent and warrant that I am purchasing the Tokens for my own account and not with a view to distribution, assignment, resale or other transfer of the Tokens. Except as

specifically stated herein, no other person has a direct or indirect beneficial interest in the Tokens. Because the Tokens are not registered, I am aware that should the Tokens be hereinafter determined to be a "security" I may be compelled to hold the Tokens indefinitely unless they are registered under the Act and any applicable state securities laws or I must obtain exemptions from such registration. I acknowledge that in such event the Company is under no duty to register the Tokens or comply with any exemption in connection with my sale, transfer or other disposition under applicable rules and regulations, except as described in the Circular.

- g. The solicitation of an offer to purchase the Tokens was directly communicated to me through the Circular to which this Agreement is attached as an Exhibit. At no time was I presented with or solicited by or through any leaflet, public promotional meeting, circular, newspaper or magazine article, radio or television advertisement or any other form of general advertising in connection with such communicated offer.
- h. I recognize that my investment in the Tokens involves certain risks and I have taken full cognizance of and understand all of the risk factors related to the business objectives of the Company and the purchase of the Tokens, including those risk factors set forth under the caption "RISK FACTORS" in the Circular.
- i. I agree to indemnify and hold harmless the Company, its officers and directors from and against all damages, losses, costs and expenses (including reasonable attorney's fees) which they may incur by reason of my failure to fulfill any of the terms or conditions of this Subscription Agreement, or by reason of any untrue statement made herein or any breach of the representations and warranties made herein or in any document that I have provided to the Company.
- j. 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.

- k. 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.

6. *Representations and Warranties of the Company.* The Company hereby represents and warrants to Purchaser in the Closing that the statements contained in the following paragraphs of this Section are all true and correct as of the date of this Agreement and the Closing Date:

- a. *Corporate Power.* Company has all requisite legal and corporate power to enter into, execute, deliver and perform this Agreement of even date herewith between Company and Purchaser. This Agreement has been duly executed by the Company and constitute the legal, valid and binding obligations of Company, enforceable in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, moratorium, and other laws of general application affecting the enforcement of creditors' rights
- b. *Authorization.* All corporate and legal action on the part of Company, its officers, and directors necessary for the execution and delivery of this Agreement, the Tokens, and the performance of Company's obligations hereunder have been taken.
- c. *Government Consent, Etc.* No consent, approval, order or authorization of, or designation, registration, declaration or filing with, any federal, state, local or other governmental authority on the part of Company is required in connection with the valid execution and delivery of this Agreement and the Tokens.

7. *Miscellaneous.*

- a. *Waivers and Amendments.* The provisions of this Agreement may only be amended or modified in a writing executed by each of the Company and

Purchaser. A waiver shall not be effective unless in a writing by the party against whom such waiver is to be enforced.

- b. *Governing Law.* This Agreement and all actions arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions thereof. Any action arising out of this Agreement shall be heard in any court of general jurisdiction in DuPage County, Illinois. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HERewith OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.
- c. *Entire Agreement.* This Agreement shall constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof.
- d. *Survival.* The representations, warranties, covenants and agreements made herein shall survive the execution and delivery of this Agreement.
- e. *Validity.* If any provision of this Agreement shall be judicially determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- f. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one instrument. This Agreement may be executed electronically.
- g. *Assignment.* The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.
- h. *Legal Counsel.* Each party to this Agreement acknowledges that Adam S. Tracy and the law firm of The Tracy Firm, Ltd. ("**Tracy**"), outside general 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 Agreement (the "**Financing**"), including representation of such Purchasers or their affiliates

in matters of a similar nature to the sale of Tokens. The applicable rules of professional conduct require that Tracy inform the parties hereunder of this representation and obtain their consent. 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 sale of Tokens, Tracy 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 Tracy's representation of the Company with respect to the Proposed Sale of the Tokens.

Executed and agreed to by and among the Company and Purchaser from time to time commencing on August 11, 2017