RECEREUM(RCR) TOKEN PURCHASE AGREEMENT

This RCR Token Purchase Agreement (this "Agreement") contains the terms and conditions that govern your use of the RCR public sale smart contract (the "RCR Crowdsale Contract"); use of the related ERC-20 RCR token smart contact (the "RCR Token Contract"); and purchase of the related ERC-20 compatible tokens distributed on the Ethereum Blockchain (the "RCR Tokens") and is an agreement between you or the entity that you represent ("Buyer" or "you") and The Recereum Project Ltd ("Recereum") together with its parent company, subsidiaries and affiliates, "Company"). Buyer, Recereum and Company are herein referred to individually as a "Party" and collectively, as the "Parties".

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Buyer hereby agree as follows:

IMPORTANT INFORMATION:
PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY.

Buyer acknowledges, understands and agrees to the following:

• MATTERS RELATING TO RECEREUM SOFTWARE AND RCR PLATFORM:

1. Recereum is developing the RECEREUM software (the "RECEREUM Software") as further described in the RECEREUM Technical White Paper (as it may be amended from time to time) (the "White Paper");

2. At the end of its development stage, Recereum will be releasing the RECEREUM Software it has developed under an open source software license;

3. Company will not configure and/or launch any public Blockchain platform adopting the open source RECEREUM Software (the "Recereum Platform") for any purpose;

4. Any launch and implementation of the RECEREUM Platform may occur by third parties unrelated to Company;Third parties launching the Recereum Platform may delete, modify or supplement the RECEREUM Software prior to, during or after launching the Recereum Platform; and

5. Company will have no control over when, how or whether the RECEREUM Software is adopted or implemented, or how, when or whether the Recereum Platform is launched.

• BINDING AGREEMENT: Buyer understands and agrees that Buyer is subject to and bound by this Agreement by virtue of Buyer's purchase of RCR Tokens.

• RCR TOKENS HAVE NO RIGHTS. Ownership of RCR Tokens carries no rights other than the right to exchange and claim over the Recereum Platform. RCR Tokens do not represent or confer any ownership right or stake, share or security or equivalent rights, intellectual property rights or any other form of participation relating to the Recereum Platform.

• PURCHASE OF RCR TOKENS ARE NON-REFUNDABLE AND PURCHASES CANNOT BE CANCELLED. BUYER MAY LOSE ALL AMOUNTS PAID.

• RCR TOKENS MAY HAVE NO VALUE.

- COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL RCR TOKEN PURCHASE REQUESTS AT ANY TIME IN ITS SOLE DISCRETION.

- PLEASE READ THE RISKS SET FORTH IN SECTION 7 CAREFULLY AND IN THEIR ENTIRETY.

ARTICLE ONE:
ACCEPTANCE OF AGREEMENT AND PURCHASE OF RCR TOKENS

1.1. This Agreement shall be effective and binding on the Parties when Buyer: (a) clicks the check box on the official https://recereum.com website (the "Website") to indicate that Buyer has read, understands and agrees to the terms of this Agreement; or, if earlier (b) upon Company's receipt of payment from Buyer. Buyer agrees to be bound on this basis, and confirms that Buyer has read in full and understands this Agreement and the terms on which Buyer is bound.

1.2. Website Terms of Use. Company has established Terms of Use, as may be amended from time to time, for the Website located https://recereum.com/terms/, which are hereby incorporated by reference. Buyer has read, understands and agrees to those terms.

White Paper. Company has prepared the White Paper, which is available https://recereum.com, describing matters relating to the Recereum Software. The White Paper, as it may be amended from time to time, is hereby incorporated by reference. Buyer has read and understands the White Paper and its contents.

1.3. RCR Tokens.
a. No Rights. Ownership of RCR Tokens carries no rights other than the right to exchange and claim over the Recereum Platform. RCR Tokens do not represent or confer any ownership right or stake, share or security or equivalent rights, intellectual property rights or any other form of participation relating to the Recereum Platform. Although RCR Tokens may be tradable, they are not an investment, currency, security, commodity, a swap on a currency, security or commodity or any other kind of financial instrument.

b. Company's Use of Proceeds. Buyer acknowledges and understands that the proceeds from the sale of the RCR Tokens will be utilized by Company in its sole discretion.

ARTICLE TWO:
RCR TOKEN DISTRIBUTION

2.1. During the RCR Distribution Period, Recereum will provide specific procedures on how Buyer should purchase RCR Tokens through the RCR Crowdsale Contract. By purchasing RCR Tokens, Buyer acknowledges and understands and has no objection to such procedures and material specifications. Failure to use the RCR Crowdsale Contract and follow such procedures may result in Buyer not receiving any RCR Tokens. Any buyer of RCR Tokens may lose some or all of the amounts paid in exchange for RCR Tokens, regardless of the purchase date.

2.2. Due to SEC official policy in U.S. RCR Tokens are not being offered to U.S. persons. U.S. persons are strictly prohibited and restricted from using the RCR Crowdsale Contract and Company is not soliciting purchases by U.S.

persons in any way. Company is not bound by this Agreement if this Agreement has been entered into by a U.S. person as Buyer or Buyer has entered into this Agreement or has purchased RCR Tokens on behalf of a U.S. person, and Company may take all necessary and appropriate actions, in its sole discretion, to invalidate this Agreement, including referral of information to the appropriate authorities. Any U.S. person who uses the RCR Crowdsale Contract or enters this Agreement on an unlawful, unauthorized or fraudulent basis shall be solely liable for, and shall indemnify, defend and hold harmless Recereum and Recereum's respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (collectively, the "Recereum Parties") from any damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses (collectively, the "Damages") incurred by a Recereum Party that arises from or is a result of such U.S. person's unlawful, unauthorized or fraudulent use of the RCR Crowdsale Contract.

2.3. Allocation and Sale of RCR Tokens to Recereum Parties. Buyer understands and consents to the participation of the Company's past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors and service providers in the purchase of RCR Tokens, including people who may work on the development and implementation of the Recereum Software or who may work for Recereum's future businesses which Recereum may establish with a portion of the proceeds from the RCR Token Crowdsale. All such Recereum Parties will participate on the same terms as every other buyer of RCR Tokens and will be bound by this Agreement.

2.4. No Representations and Warranties. The RCR Tokens will be distributed to buyers thereof pursuant to the RCR Crowdsale Contract. None of the Recereum Parties makes any representations or warranties, express or implied, including, without limitation, any warranties of title or implied warranties of merchantability or fitness for a particular purpose with respect to the RCR Crowdsale Contract, the RCR Token Contract or the RCR Tokens or their utility, or the ability of anyone to purchase or use the RCR Tokens. Without limiting the foregoing, none of the Recereum Parties represent or warrant that the process of purchasing the RCR Tokens or receiving the RCR Tokens will be uninterrupted or error-free or that the RCR Tokens are reliable and error-free. As a result, Buyer acknowledges and understands that Buyer may never receive RCR Tokens and may lose the entire amount Buyer paid to Company. Buyer shall provide an accurate digital wallet address to Company for receipt of any RCR Tokens distributed to Buyer pursuant to the RCR Crowdsale Contract and the RCR Token Contract.

2.5. Not an Offering of Securities, Commodities, or Swaps. The sale of RCR Tokens and the RCR Tokens themselves are not securities, commodities, swaps on either securities or commodities or a financial instrument of any kind. Purchases and sales of RCR Tokens are not subject to the protections of any laws governing those types of financial instruments. This Agreement and all other documents referred to in this Agreement including the White Paper do not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity.

2.6. Not an Investment. Buyer should not participate in the RCR Token Crowdsale or purchase RCR Tokens for investment purposes. RCR Tokens are not designed for investment purposes and should not be considered as a type

of investment. Buyer acknowledges, understands and agrees that Buyer should not expect and there is no guarantee or representation or warranty by Company that: (a) the RECEREUM Software will ever be adopted; (b) the RECEREUM Software will be adopted as developed by Recereum and not in a different or modified form; (c) a blockchain utilizing or adopting the RECEREUM Software will ever be launched; and (d) a blockchain will ever be launched with or without changes to the RECEREUM Software. Furthermore, holding RCR Tokens is not a guarantee, representation or warranty that the holder will be able to use the Recereum Platform, or receive any tokens utilized on the Recereum Platform, even if the Recereum Platform is launched and the RECEREUM Software is adopted, of which there is no guarantee, representation or warranty made by Company.

2.7. Not for Speculation. Buyer acknowledges and agrees that Buyer is not purchasing RCR Tokens for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or other financial purposes.

ARTICLE THREE:
NO OTHER RIGHTS CREATED

3.1. No Claim, Loan or Ownership Interest. The purchase of RCR Tokens: (a) does not provide Buyer with rights of any form with respect to the Company or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights; (b) is not a loan to Company; and (c) does not provide Buyer with any ownership or other interest in Company.

3.2. Intellectual Property. Company retains all right, title and interest in all of Company's intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. Buyer may not use any of Company's intellectual property for any reason without Company's prior written consent.

ARTICLE FOUR:
SECURITY AND DATA; TAXES

4.1. Security and Data Privacy.

a. Buyer's Security. Buyer will implement reasonable and appropriate measures designed to secure access to: (i) any device associated with Buyer and utilized in connection with Buyer's purchase of RCR Tokens; (ii) private keys to Buyer's wallet or account; and (iii) any other username, passwords or other login or identifying credentials. In the event that Buyer is no longer in possession of Buyer's private keys or any device associated with Buyer's account or is not able to provide Buyer's login or identifying credentials, Buyer may lose all of Buyer's RCR Tokens and/or access to Buyer's account. Company is under no obligation to recover any RCR Tokens and Buyer acknowledges, understands and agrees that all purchases of RCR Tokens are nonrefundable and Buyer will not receive money or other compensation for any RCR Tokens purchased.

b. Additional Information. Upon Company's request, Buyer will immediately provide to Company information and documents that 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, photographs of associated individuals, government identification cards, or sworn statements. Buyer consents to Company disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements. Buyer acknowledges that Company may refuse to distribute RCR Tokens to Buyer until such requested information is provided.

4.2. Taxes.

Buyer acknowledges, understands and agrees that: (a) the purchase and receipt of RCR Tokens may have tax consequences for Buyer; (b) Buyer is solely responsible for Buyer's compliance with Buyer's tax obligations; and (c) Company bears no liability or responsibility with respect to any tax consequences to Buyer.

ARTICLE FIVE:
REPRESENTATIONS AND WARRANTIES OF BUYER

YOU ACKNOWLEDGE AND AGREE THAT THERE ARE RISKS ASSOCIATED WITH PURCHASING TOKENS, OWNING TOKENS, AND USING TOKENS FOR THE PROVISION OR RECEIPT OF SERVICES IN THE ECOSYSTEM INCLUDING

5.1. You have sufficient understanding of technical and business matters (including those that relate to the Services and Ecosystem), cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand these Terms and to appreciate the risks and implications of purchasing Tokens;

5.2. You understand the restrictions and risks associated with the creation of Tokens as set forth herein, and acknowledge and assume all such risks;

5.3. You have obtained sufficient information about the Tokens, the Services and the Ecosystem to make an informed decision to purchase Tokens;

5.4. You understand that the Tokens confer only the right to provide and receive Services in the Ecosystem (and potentially contribute to the technical development of the Ecosystem), and confer no other rights of any form with respect to the Ecosystem or the Company, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;

5.6. You are purchasing Tokens solely for the purpose of receiving Services, participating in the Ecosystem, and supporting the development, testing, deployment and operation of the Ecosystem, being aware of the commercial risks associated with the Company and the Ecosystem. You are not purchasing Tokens for any other purposes, including, but not limited to, any investment, speculative or financial purpose;

5.7. Your purchase of Tokens complies with applicable laws and regulations in your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction for the purchase of the Tokens and entering into contracts with the Company, (ii) any foreign exchange or regulatory

restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;

5.8. You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of Tokens;

5.9. If you are purchasing Tokens on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly);

5.10. You are not a citizen, lawful permanent resident or domiciled in the United States of America, Singapore, Canada, or in any jurisdiction or country where such distribution of Tokens or use would be contrary to any law or regulation, or which would subject the Company, including their affiliates, or any of their products or services to any registration, licensing or other authorization requirement within such jurisdiction or country; and

5.11. You are not (i) a citizen or resident of a geographic area in which access to or use of the Services or the acceptance of delivery of the Tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to the U.S. or other sovereign country sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Services. If you are registering to use the Services on behalf of a legal entity, you further represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (ii) you are duly authorized by such legal entity to act on its behalf.

5.12. making a contribution and receiving Tokens under these Terms is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject and any contribution shall be made in full compliance with applicable laws (including, but not limited to, in compliance with any tax obligations to which you may be subject in any relevant jurisdiction);

5.13. any contribution to be made by you for the purchase of Tokens is not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing activities;

5.14. you shall not use the Tokens to finance, engage in, or otherwise support any unlawful activities;

5.15 your Payment Currency shall be transferred to Company from a digital wallet that:

i. is registered in your name or in the name of a person who is duly authorized by you to transfer the Payment Currency and is eligible to do so under Section 2;

ii. is not located in or that is not registered in the name of a person located in or resident of any country or territory that has been designated by the Financial Action Task Force as a "non-cooperative country or

territory".

Miscellaneous Regulatory Compliance.

Anti-Money Laundering; Counter-Terrorism Financing. To the extent required by applicable law, Buyer complies with all anti-money laundering and counter-terrorism financing requirements.

a. Sanctions Compliance. Neither Buyer, nor any person having a direct or indirect beneficial interest in Buyer or RCR Tokens being acquired by Buyer, or any person for whom Buyer is acting as agent or nominee in connection with RCR Tokens, is the subject of sanctions administered or enforced by any country or government (collectively, "Sanctions") or is organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions.

ARTICLE SIX:
DISCLAIMERS

6.1. Buyer expressly acknowledges, understands and agrees that Buyer is using the RCR Crowdsale Contract, the RCR Token Contract and purchasing RCR Tokens at the Buyer's sole risk and that the RCR Crowdsale Contract, the RCR Token Contract and RCR Tokens are each provided, used and acquired on an "AS IS" and on an "AS AVAILABLE" basis without representations, warranties, promises or guarantees whatsoever of any kind by Company and Buyer shall rely on its own examination and investigation thereof.

6.2. No Representation or Warranty. (A) COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; AND (B) WITH RESPECT TO THE RCR DISTRIBUTION CONTRACT, THE RCR TOKEN CONTRACT AND THE RCR TOKENS, COMPANY SPECIFICALLY DOES NOT REPRESENT AND WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

ARTICLE SEVEN:
RISKS

RCR TOKENS MAY HAVE NO VALUE. BUYER MAY LOSE ALL AMOUNTS PAID. Buyer has carefully reviewed, acknowledges, understands and assumes the following risks, as well as all other risks associated with the RCR Tokens (including those not discussed herein), all of which could render the RCR Tokens worthless or of little value:

7.1. No Rights. Ownership of RCR Tokens carries no rights other than the right to exchange and claim over the Recereum Platform. RCR Tokens do not represent or confer any ownership right or stake, share or security or equivalent rights, intellectual property rights or any other form of participation relating to the Recereum Platform.

7.2. Blockchain Delay Risk. On the Ethereum blockchain, timing of block production is determined by proof of work so block production can occur at random times. Buyer acknowledges and understands that the Ethereum blockchain may not include the Buyer's transaction at the time Buyer expects and Buyer may not receive RCR Tokens at the time Buyer sends ETH.

7.3. Ethereum Blockchain. The Ethereum blockchain is prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the Ethereum network in an attempt to gain an advantage in purchasing cryptographic tokens. Buyer acknowledges and understands that Ethereum block producers may not include Buyer's transaction when Buyer wants or Buyer's transaction may not be included at all.

7.4. Ability to Transact or Resell. Buyer may be unable to sell or otherwise transact in RCR Tokens at any time, or for the price Buyer paid. By using the RCR Crowdsale Contract or the RCR Token Contract or by purchasing RCR Tokens, Buyer acknowledges, understands and agrees that: (a) RCR Tokens may have no value; (b) there is no guarantee or representation of liquidity for the RCR Tokens; and (c) the Recereum Parties are not and shall not be responsible for or liable for the market value of RCR Tokens, the transferability and/or liquidity of RCR Tokens and/or the availability of any market for RCR Tokens through third parties or otherwise.

7.5. Token Security. RCR Tokens may be subject to expropriation and or/theft. Hackers or other malicious groups or organizations may attempt to interfere with the RCR Crowdsale Contract, the RCR Token Contract or the RCR Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Ethereum platform rests on open source software and RCR Tokens are based on open source software, there is the risk that Ethereum smart contracts may contain intentional or unintentional bugs or weaknesses which may negatively affect the RCR Tokens or result in the loss of Buyer's RCR Tokens, the loss of Buyer's ability to access or control Buyer's RCR Tokens or the loss of ETH in Buyer's account. In the event of such a software bug or weakness, there may be no remedy and holders of RCR Tokens are not guaranteed any remedy, refund or compensation.

7.6. Access to Private Keys. RCR Tokens purchased by Buyer may be held by Buyer in Buyer's digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with Buyer's digital wallet or vault storing RCR Tokens will result in loss of such RCR Tokens, access to Buyer's RCR Token balance and/or any initial balances in blockchains created by third parties. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service Buyer uses, may be able to misappropriate Buyer's RCR Tokens. Company is not responsible for any such losses.

7.7. New Technology. The Recereum Software and the Recereum Platform and all of the matters set forth in the White Paper are new and untested. The Recereum Software might not be capable of completion, implementation or adoption. It is possible that no blockchain utilizing the Recereum Software will be ever be launched and there may never be an operational Recereum Platform. Buyer should not rely on the Recereum Software or the ability to receive tokens associated with the Recereum Platform in the future. Even if the Recereum Software is completed, implemented and adopted, it might not function as intended, and any tokens associated with a blockchain adopting the Recereum Software may not have functionality that is desirable or valuable. Also, technology is changing rapidly, so

the RCR Tokens and any tokens transferable on the Recereum Platform may become outdated.

7.8. Reliance on Third-Parties. Even if completed, the Recereum Software will rely, in whole or partly, on third parties to adopt and implement it and to continue to develop, supply, and otherwise support it. There is no assurance or guarantee that those third parties will complete their work, properly carry out their obligations, or otherwise meet anyone's needs, all of might have a material adverse effect on the Recereum Software and Recereum Platform.

7.9. Failure to Map a Public Key to Buyer's Account. Failure of Buyer to map a public key to Buyer's account may result in third parties being unable to recognize Buyer's RCR Token balance on the Ethereum blockchain when and if they configure the initial balances of a new blockchain based upon the Recereum Software of which Company makes no representation or guarantee.

7.10. Exchange & Counterparty Risks. If Buyer sends ETH to the RCR Token Contract from an exchange or an account that Buyer does not control, pursuant to the RCR Token Contract, RCR Tokens will be allocated to the account that has sent ETH; therefore, Buyer may never receive or be able to recover Buyer's RCR Tokens. Furthermore, if Buyer chooses to maintain or hold RCR Tokens through a cryptocurrency exchange or other third party, Buyer's RCR Tokens may be stolen or lost. In addition, third parties may not recognize Buyer's claim to any derivative tokens if and when launched by third parties according to the distribution rules set in the RECEREUM Software. By using the RCR Crowdsale Contract, using the RCR Token Contract and/or by purchasing RCR Tokens, Buyer acknowledges and agrees that Buyer sends ETH to the RCR Token Contract through an exchange account and/or holds RCR Tokens on a cryptocurrency exchange or with another third party at Buyer's own and sole risk.

7.11. Changes to the RECEREUM Software. The RECEREUM Software is still under development and may undergo significant changes over time. Although Company intends for the RECEREUM Software to have the features and specifications set forth in the White Paper, Company may make changes to such features and specifications for any number of reasons, and any party that adopts the RECEREUM Software and launches the Recereum Platform also may make changes, any of which may mean that the Recereum Platform does not meet Buyer's expectations.

7.12. Risk of Alternative Blockchains based on RECEREUM Software. The RECEREUM Software will not likely be licensed under an open source license until after the end of the RCR Distribution Period; however, it is possible somebody will not respect the RECEREUM Software copyright or will modify the RECEREUM Software after it has been released under an open source license. Therefore, it is possible for someone to utilize the RECEREUM Software to build and launch blockchain protocols using a token distribution other than the one intended for the RCR Tokens pursuant to the RECEREUM Software both prior to or after the RECEREUM Software has become licensed as open source.

7.13. Project Completion. The development of the RECEREUM Software may be abandoned for a number of reasons, including, but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.

7.14. Lack of Interest. Even if the RECEREUM Software is finished and adopted and the Recereum Platform is launched, the ongoing success of the Recereum Platform relies on the interest and participation of third parties. There

can be no assurance or guarantee that there will be sufficient interest or participation in the Recereum Platform.

7.15. Uncertain Regulatory Framework. The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact RCR Tokens in various ways, including, for example, through a determination that RCR Tokens are regulated financial instruments that require registration. Company may cease the distribution of RCR Tokens, the development of the RECEREUM Software or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so. 7.19. Risk of Government Action. As noted above, the industry in which Company operates is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of Company and/or pursue enforcement actions against Company. Such governmental activities may or may not be the result of targeting Company in particular. All of this may subject Company to judgments, settlements, fines or penalties, or cause Company to restructure its operations and activities or to cease offering certain products or services, all of which could harm Company's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the RCR Tokens and/or the development of the GIMLI.IO Software.

ARTICLE EIGHT:
LIMITATION OF LIABILITY; INDEMNIFICATION

8.1. Limitation of Liability. To the fullest extent permitted by applicable law, Buyer disclaims any right or cause of action against the Recereum Parties of any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part of any Recereum Party. Each of the Recereum Parties shall not be liable to Buyer for any type of Damages, even if and notwithstanding the extent a Recereum Party has been advised of the possibility of such Damages. Buyer agrees not to seek any refund, compensation or reimbursement from a Recereum Party, regardless of the reason, and regardless of whether the reason is identified in this Agreement.

8.2. Damages. In no circumstances will the aggregate joint liability of the Recereum Parties, whether in contract, warrant, tort or other theory, for Damages to Buyer under this Agreement exceed the amount received by Company from Buyer.

8.3. Force Majeure. Buyer understands and agrees that Company shall not be liable and disclaims all liability to Buyer in connection with any force majeure event, including acts of God, labour disputes or other industrial disturbances, 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, 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.

8.4. Release. To the fullest extent permitted by applicable law, Buyer releases the Recereum Parties from

responsibility, liability, claims, demands, and/or Damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between Buyer and the acts or omissions of third parties.

8.5. Indemnification.

a. To the fullest extent permitted by applicable law, Buyer will indemnify, defend and hold harmless and reimburse the Recereum Parties from and against any and all actions, proceedings, claims, Damages, demands and actions (including without limitation fees and expenses of counsel), incurred by a Recereum Party arising from or relating to: (i) Buyer's purchase or use of RCR Tokens; (ii) Buyer's responsibilities or obligations under this Agreement; (iii) Buyer's breach of or violation of this Agreement; (iv) any inaccuracy in any representation or warranty of Buyer; (v) Buyer's violation of any rights of any other person or entity; and/or (vi) any act or omission of Buyer that is negligent, unlawful or constitutes willful misconduct.

b. Company reserves the right to exercise sole control over the defense, at Buyer's expense, of any claim subject to indemnification under this Section 8.5. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Buyer and Company.

ARTICLE NINE: DISPUTE RESOLUTION

9.1. Informal Dispute Resolution. Buyer and Company shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, 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 in Section 9.2 below.

9.2. Binding Arbitration. Any Dispute not resolved within 90 days as set forth in Section 9.1 shall be referred to and finally resolved by arbitration under Malta rules 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 Company. The seat, or legal place, of arbitration shall be Malta. The language to be used in the arbitral proceedings shall be English. The governing law of the Agreement shall be as set forth in Section 10.1 herein. 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. Company and Buyer will each pay their respective attorneys' fees and expenses. Notwithstanding the foregoing, Company reserves the right, in its sole and exclusive discretion, to assume responsibility for any or all of the costs of the arbitration.

9.3. No Class Arbitrations, Class Actions or Representative Actions. Any dispute arising out of or related to this Agreement is personal to Buyer and 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.

ARTICLE TEN: MISCELLANEOUS

10.1. Governing Law and Venue. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of Malta, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.

10.2. Assignment. Buyer shall not assign this Agreement without the prior written consent of Recereum. Any assignment or transfer in violation of this Section 10.2 will be void. Company may assign this Agreement to an affiliate. Subject to the foregoing, this Agreement, and the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

10.3. Entire Agreement. This Agreement, including the exhibits attached hereto and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by any Recereum Party about the RCR Tokens, the RECEREUM Software, the Recereum Platform, Blockchain Tokens or any other tokens on the Recereum Platform.

10.4. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the provision shall be modified to make it valid and, to the extent possible, effectuate the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

10.5. Modification of Agreement. Company may modify this Agreement at any time by posting a revised version on the Website, available at The modified terms will become effective upon posting. It is Buyer's responsibility to check the Website regularly for modifications to this Agreement. This Agreement was last modified on the date listed at the beginning of this Agreement.

10.6. Termination of Agreement; Survival. This Agreement will terminate upon the completion of all sales in the RCR Token Crowdsale. Company reserves the right to terminate this Agreement, in its sole discretion, in the event that Buyer breaches this Agreement. Upon termination of this Agreement: (a) all of Buyer's rights under this Agreement immediately terminate; (b) Buyer is not entitled to a refund of any amount paid; and (c) Articles 3, 4, 6, 7, 8, 9, and 10 will continue to apply in accordance with their terms.

10.7. No Waivers. The failure by Company to exercise or enforce any right or provision of this Agreement will not constitute a present or future waiver of such right or provision nor limit Company's right to enforce such right or provision at a later time. All waivers by Company must be unequivocal and in writing to be effective.

10.8. No Partnership; No Agency; No Third Party Beneficiaries. Nothing in this Agreement and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose. No Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party. This Agreement does not create any third party beneficiary rights in any person.

10.9. Electronic Communications. Buyer agrees and acknowledges that all agreements, notices, disclosures and other communications that Company provides Buyer pursuant to this Agreement or in connection with or related to Buyer's purchase of RCR Tokens, including this Agreement, may be provided by Company, in its sole discretion, to Buyer, in electronic form.

EXHIBIT A
RCR TOKEN DISTRIBUTION

Recereum will issue 7,999,000 RCR without any additional tokens. 5,199,350 RCR tokens (65%) will be sold to the public. 4,719,410 RCR will be sold during Token Sale and 479,940 RCR will be allocated to the Pre-sale

65% - Token Sale : 5,199,350
25% - Team and future employees: 1,999,750
5% - Advisors and cost covering : 399,950
5% - Reserve : 399,950