

Terms and Conditions of the Purchase of OPEX Tokens by US Citizens

Purchase of OPEX Tokens without Node License, a product of Ophtherium Labs OÜ

INSTRUCTIONS

US Purchasers (“**Purchasers**”) of OPEX Tokens should review the information in this notice carefully and are required to attest and affirm to the steps and instructions below.

By checking the box indicating you are a US Citizen, you agree to be bound by the terms of this document, the OpeX Token Purchase Agreement, the Private Placement Memorandum, and any other materials provided to you with respect to the Tokens, including, but not limited to, the White Paper describing the OPEX Tokens and the Private Token Sale www.optherium.io (collectively, the “**Offering Materials**”).

In order to purchase OPEX Tokens, the following must be attested to and completed:

Purchaser Questionnaire: Please submit to the Company, by completing and submitting the online form, a completed and signed Purchaser Questionnaire and E-Signature Page.

Token Purchase Agreement: The private offering of the OPEX Tokens (the “**Private Token Sale**”) will take place during July and August 2018 and will continue until a FlexCap of \$42,500,000 is collected. This sale precedes both the Pre-Sale and the Main Sale but includes the same terms as provided in the Purchase Agreement and the Private Placement Memorandum.

Completeness: *An incomplete Purchase Agreement will not be accepted, and as a result, you may not be able to purchase Tokens during the Token Sale.*

All Purchasers will be subject to KYC/AML checks, and US purchasers will be subject to an accreditation procedure according to the SEC definition of an accredited investor.

The KYC/AML checks and accreditation will be performed by IDM Global, Inc., (<https://identitymindglobal.com>) (“**Accreditation Service**”).

All Purchasers will be required to provide supplemental information and documentation, including the following:

- For entity or corporate purchasers:
 - a copy of the applicable organizational and authority documents (e.g. trust instrument, certificate of incorporation, certificate of formation, corporate resolutions, partnership agreement, operating agreement, plan documents, etc.);
 - name and registry code of the legal entity;
 - name and website address of the register;
 - recent print-outs of relevant registers;

- first and last name, personal identification code, time and place of birth of the company authorized signatory;
- name, number, date of issue, and name of the issuer of a travel document (passport) of the authorized signatory;
- basis for the right of representation;
- a document, certifying the right of representation;
- details of the actual (ultimate) beneficiary;
- postal address;
- address of the place of business;
- area of activity;
- bank account details;
- contact phone number and e-mail address.

— For natural, individual person purchasers:

- a copy of passport or other government-issued form of identification;
- a selfie-color picture of the individual along with a copy of Passport or other government-issued travel document;
- first and last name;
- time and place of birth;
- personal identification code;
- name, number, date of issue and name of the issuer of a travel document (Passport);
- address of residence;
- address of location at the time of making contact;
- profession or area of activity;
- contact phone number and e-mail address.

Additional Information: The Company may, in its sole discretion, request other information from the Purchaser.

The **OPEX Tokens without Node License**, a product of **Ophtherium Labs OÜ**

PURCHASER QUESTIONNAIRE AND E-SIGNATURE PAGE

1. Purchaser Information required

Name:	
E-Mail Address:	
State and/or Country of Residence: <i>(If you are a U.S. person, please list your country of residency)</i>	

2. *Purchaser Qualification.*

I represent and warrant to the Company that I am a U.S. resident and an “accredited investor” as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933.

I represent and warrant to the Company that I have been authenticated by the KYC/AML service and verified by the Accreditation Service as a U.S. person and an accredited investor.

3. *Truthfulness of Information Provided; Additional Information.*

I represent and warrant to the Company that the answers and information I have provided in this Purchaser Questionnaire and to the Accreditation Service are current, true, correct and complete and do not omit any material fact necessary in order to make the statements contained in those documents not misleading. If any information provided in this Purchaser Questionnaire or to the Accreditation Service changes in any material respect, I agree to promptly notify the Company of any change to the information provided within thirty (30) calendar days of the change.

I represent and warrant that all of the representations and warranties I am making in this Purchase Agreement are true and accurate as of the date of my affirmation on the E-Signature Page.

I acknowledge that important information about the material terms of the OPEX Tokens and the Token Sale is provided in the Offering Materials. Such information includes, but is not limited to, details regarding the timing and pricing of the Tokens, the number of Tokens offered, the anticipated Token Sale, any restrictions on the transfer of Tokens, the anticipated use of the proceeds of the Token Sale and the risks associated with the purchase of the OPEX Tokens. I represent and warrant that I understand and have no objection to these material terms, and I expressly acknowledge and assume these risks by purchasing OPEX Tokens.

I represent and warrant that I: (1) do not reside; (2) am not located; (3) do not have a place of business; or (4) am not conducting business (any of which makes me a “**Resident**”) in the state of New York.

I represent and warrant to the Company that I have read, understood, and agree to be bound by and comply with all terms and conditions of the Purchase Agreement. I acknowledge and accept that all purchases of OPEX Tokens from the Company during the sale of OPEX Tokens are final, and there are no refunds or cancellations except as may be required by applicable law or regulation, or except in the event that the Soft Cap is not reached. I further acknowledge and accept that the Company reserves the right to refuse Purchase Agreements at any time in its sole discretion.