

PURCHASE AGREEMENT

This Purchase Agreement (this “*Agreement*”) is made as of _____, 2018 by and among DAPP, Inc., a Puerto Rico Corporation (the “*Company*”), and the undersigned purchaser who electronically executes this Agreement (each individually an “*Purchaser*” and collectively the “*Purchasers*”).

WHEREAS, the Company is currently pre-selling DapCards (“DapCards”) which give the purchase the right to receive and purchase products and services offered by the Company in the future, all as provided in this Agreement.

NOW THEREFORE, the parties hereby agree as follows.

1. PURCHASE AND SALE OF DAPCARDS.

Subject to the terms and conditions of this Agreement, the Company agrees to sell to each Purchaser, and each Purchaser severally agrees to purchase from the Company, a DapCard from Purchasers in the amount set forth on the signature page of this Agreement. The DapCard represents a credit on behalf of the Purchaser to purchase goods and services from the Company and its affiliates, including future DapCoin, an ERC-20 standard software token (“Tokens”).

2. CLOSING.

The purchase and sale of the DapCards will take place remotely via the exchange of documents and signatures, concurrently with the execution of this Agreement (which time and place are referred to as the “*Closing*”). At the Closing, Purchaser will deliver to the Company as payment in full for the DapCard to be purchased by such Purchaser at the Closing, the amount set forth opposite such Purchaser’s name on Exhibit A, by (a) a payment of ETH or BTC to the Company’s electronic wallet order, (b) ACH transfer to the Company’s account, (c) wire transfer of funds to the Company, (d) purchase from companies online webstore (e) or any combination of the foregoing. At the Closing, the Company will digitally deliver to Purchaser a DapCard in the principal amount set forth opposite such Purchaser’s name on signature page.

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

The Company hereby represents and warrants to each Purchaser that the statements in the following paragraphs of this Section 3 are all true and complete as of immediately prior to the Closing.

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

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

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

(d) No consents or approvals are required in connection with the performance of this instrument, other than the Company’s corporate approvals.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

(f) THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE DAPCARDS, OR ANY PRODUCTS OR SERVICES, INCLUDING DAPCOINS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (iii) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY, OR ANY OTHER PERSON ON THE COMPANY'S BEHALF.

4. REPRESENTATIONS, WARRANTIES AND CERTAIN AGREEMENTS OF

PURCHASER. Purchaser hereby represents and warrants to, and agrees with the Company as follows.

4.1 Authorization. This Agreement constitutes Purchaser's valid and legally binding obligations, enforceable against such Purchaser in accordance with its terms, except as may be limited by (a) applicable bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights generally and (b) the effect of rules of law governing the availability of equitable remedies. Each Purchaser represents and warrants to the Company that such Purchaser has full power and authority to enter into this Agreement.

4.2 Purchase for Own Account. The DapCards and any products or tokens purchased with the DapCard will be acquired for such Purchaser's own account, not as a nominee or agent, and not with a view to the public resale or distribution thereof.

4.3 Any Tokens purchased by Purchaser in the future using DapCard shall be subject to the terms and conditions of the Token purchase agreement and the restrictions set forth therein. There is no guarantee that any Tokens will be available in the future or that the Company will develop or offer a distributed ledger network or a working utility token. This is not an offer or agreement to purchase or sell Tokens or any security.

5. GENERAL PROVISIONS

5.1 Survival of Warranties. The representations, warranties and covenants of the Company and the Purchasers contained in or made pursuant to this

Agreement shall survive the execution and delivery of this Agreement, the Closing and each Additional Closing, and shall in no way be affected by any investigation of the subject matter thereof made by or on behalf of any of the Purchasers or the Company, as the case may be.

5.2 Successors and Assigns. 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.

5.3 Governing Law. This Agreement shall be governed by and construed under the internal laws of the State of Puerto Rico, without reference to principles of conflict of laws or choice of laws.

5.4 Counterparts; Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile, or by email in portable document format (.pdf) and delivery of the signature page by such method will be deemed to have the same effect as if the original signature had been delivered to the other parties.

5.5 Headings; Interpretation. The headings and captions used in this Agreement are used only for convenience and are not to be considered in construing or interpreting this Agreement. In this Agreement, (a) the meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined; (b) the captions and headings are used only for convenience and are not to be considered in construing or interpreting this Agreement and (c) unless otherwise expressly indicated in any particular instance, the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation". All references in this Agreement to sections, paragraphs, exhibits and schedules shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits and schedules attached hereto, all of which exhibits and schedules are incorporated herein by this reference.

5.6 Notices. Unless otherwise provided herein, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) at the time of personal delivery, if delivered in person; (b) one (1) business day after deposit with an express overnight courier for United States deliveries, or three (3) business days after deposit with an international express air courier for deliveries outside of the United States, in each case with proof of delivery from the courier requested; or

(a) four (4) business days deposit in the United States mail by certified mail (return receipt requested) for United States deliveries, when addressed to the

Purchaser to be notified at the address indicated for such party or at such other address as any party may designate by giving ten (10) days' advance written notice to all other parties in accordance with the provisions of this Section. For purposes of this Section 6.6, a "***business day***" means a weekday on which banks are open for general banking business in San Francisco, California.

5.7 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, then such provision(s) shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.

5.8 Entire Agreement. This Agreement, together

with all exhibits and schedules hereto, and the other Financing Documents, constitute the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersede any and all prior negotiations, correspondence, agreements, understandings duties or obligations between any of the parties with respect to the subject matter hereof.

5.9 Further Assurances. From and after the date of this Agreement, upon the request of any Purchaser or the Company, the Company and the Purchasers shall execute and deliver such instruments, documents or other writings as may be reasonably necessary or desirable to confirm and carry out and to effectuate fully the intent and purposes of this Agreement.

