



TrustED

Token Sale Agreement

TrustED (TED) Token ITO AGREEMENT

Notice: this TrustED (TED) Token ITO Agreement (“Agreement”) is not an offer of securities or a managed investment scheme, and at the time of the Initial Coin Offering, does not require registration with or approval from the Australian Securities and Investments Commission. You are advised to read this document and the TrustED Whitepaper and Lightpaper carefully and in full.

If you do not agree to any of the terms of this Agreement, you should not purchase TrustED (TED) Tokens. TrustED may, at its sole discretion, amend the Agreement at any time by posting a revised version on its website at <https://www.trustededucation.io>. Any revisions to the Agreement will take effect on the noted effective date or when posted if there is no noted effective date (each, as applicable, the “Effective Date”).

1. Introduction of the TrustED Platform and the features of the TrustED (TED) digital token

TrustED (ABN 90622892611) (ACN 622 892 611), a company incorporated pursuant to the laws of the Commonwealth of Australia (“TrustED”) offers to you (“User”) the opportunity to participate in the initial coin offering (“ITO”) of ‘TED Token’ (“TrustED Token” or “TED”), a digital token created by TrustED’s smart contract deployed in the Ethereum decentralized platform (“TrustED Smart-Contract”).

This offer for the User to purchase TED Tokens shall be in accordance with the terms of this Agreement. The TrustED Platform is a digital platform leveraging blockchain technology to enable universities and other educational and academic institutions the ability to store as well as authenticate grades, credentials and certificates digitally. The User should refer to and familiarize themselves with the TrustED Whitepaper prior to participating in the TrustED ITO. The use of the TED Token on the TrustED Platform will function as the primary utility token on the platform. The TED digital token is an ERC-20 utility token and is not intended to be traded as a security with its own inherent value.

The User acknowledges, understands and agrees that ownership of TED Tokens does not grant the User the right to receive profits, income, or other payments or returns arising from the acquisition, holding, management or disposal of, the exercise of, the redemption of, or the expiry of, any right, interest, title or benefit on the TrustED platform.

The User acknowledges that it has had the opportunity to seek independent legal and financial advice, and is aware of the merits, risks and any restrictions associated with digital tokens, cryptocurrencies and Blockchain-technologies, including but not limited to: (i) Risk of losing access to tokens due to loss of access key(s); (ii) Risks associated with the Ethereum platform protocol; (iii) Risk of hacking and security weaknesses; (iv) Risk of market changes and fluctuations; and (v) Risks associated with uncertain and/or changing laws and regulations and enforcement by governmental agencies.

By purchasing the TED Token the User expressly acknowledges and assumes the risks set out in this Agreement. All sales of TED Tokens through the ITO will be in accordance with this Agreement.

2. TrustED offer the following bonuses for the TrustED ITO.

- The TED Token during the ITO period will sell for a rate 0.02usd (2 Cents USD).
- During stage 1 of the TrustED ITO, TrustED offers to sell 301,000,000 TED Tokens to the user at the rate of 1 TED Token = 0.02usd with an additional 20% bonus.
- During stage 2 of the TrustED ITO, TrustED offers to sell 301,000,000 TED Tokens to the user at the rate of 1 TED Token = 0.02usd with an additional 15% bonus.
- During stage 3 of the TrustED ITO, TrustED offers to sell 301,000,000 TED Tokens to the user at the rate of 1 TED Token = 0.02usd with an additional 10% bonus.
- During stage 4 of the TrustED ITO, TrustED offers to sell 301,000,000 TED Tokens to the user at the rate of 1 TED Token = 0.02usd with an additional 5% bonus.

All adjustments of sale prices and bonuses will be applied on the total TED Tokens purchased by a single User in a single transaction.

3. Distribution and Destruction following the ITO all TED Tokens purchased by the User during the Presale Period and the ITO Period will be allocated and delivered to the account of the User within fourteen (14) days of the conclusion of the ITO Period. Any TED Tokens in the Public Allocation not sold by the conclusion of the ITO Period will be destroyed.

4. To accept TrustED's offer of sale pursuant to this Agreement, the User must create a user account at <https://www.dashboard.trustededucation.io> and purchase any amount of the TED Token at any time during the Presale Period or the ITO Period. Each purchase of TED Tokens by the User constitutes a binding contract between the User and TrustED pursuant to the terms of this Agreement, such contract to be concluded upon payment for the purchased TED Tokens by the User. By purchasing TED Tokens, the User acknowledges and unconditionally accepts the TrustED offer of sale of the TED Token under the conditions stated in the Agreement, without any reservation or exception. If you do not agree to all of the terms of the Agreement, you may not purchase any amount of the TED Token.

5. After registration on the website <https://www.trustededucation.io> the User receives a Login and Password to access the TrustED ITO Dashboard. Use of the User's account secured by Login and Password shall be deemed as equivalent to a digital signature of the User and all actions carried out with the use of Login and Password of the User shall be considered as executed by the User and legally enforceable as an executed document. The User should ensure that its Login and Password are secure and not shared with any third party. TrustED shall bear no responsibility for unauthorized use of a User's account caused by a User's failure to adequately secure its account details.

6. By purchasing the TED Tokens, the User represents and warrants that:

- (i) the User has read and understands the Agreement in full;
- (ii) the User has read and understands the TrustED Whitepaper and Lightpaper in full;
- (iii) the User fully understands and agrees with the information about the functionality, usage, storage, transmission mechanisms and other material characteristics of the TED Token, blockchain technology, blockchain-based software systems and their risks, and appreciates the risks and implications of purchasing the TED Token;
- (iv) the User fully understands and agrees that the TED Tokens are created on a blockchain and are designed to be used to make various internal payments through the TrustED Platform and it does not grant to the User any voting or ownership rights, any return on investment or any profit and passive income from the ownership of the TED Tokens;

(v) the User will not forge, or otherwise manipulate any personal or non-personal data requested by TrustED in the process of the User's registration (including but not limited to use of a VPN or other means of distorting digital data), or after its completion, and will provide all necessary personal or non-personal data in the form and format requested by TrustED as necessary in connection within the requirements of anti-money laundering and "Know Your Customer" (KYC) frameworks of TrustED or in accordance with any applicable law.

(vi) the User's purchase of TED Tokens complies with applicable laws and regulations in the User's jurisdiction;

(vii) the User is not a citizen or resident of a geographic area in which access to or use of cryptocurrency or digital tokens is prohibited by law; and

(viii) the User does not intend to hinder, delay or defraud TrustED or any other users of the TrustED Platform or engage in any illegal conduct and or unlawful activity including but not limited to money laundering, receiving the proceeds of crime, or terrorist activities; each of the above hereinafter collectively referred to as the "Warranties".

7. The User shall pay and be fully responsible for any applicable taxes and/or duties imposed by governmental agencies in any relevant jurisdiction with respect to the transactions under this Agreement.

8. This Agreement does not convey any title or ownership of the TrustED Platform or the TrustED Smart-Contract from TrustED to the User but instead gives the User only the limited rights and abilities to use the TED Token within the TrustED Platform in accordance with TrustED's terms of use as updated from time to time.

9. The TrustED Platform and the TED Tokens are provided as is, with no warranties except those expressed in this Agreement. TrustED shall use its best endeavors to deliver and maintain the services on the TrustED Platform as outlined in the Whitepaper and Lightpaper within the estimated timeframes, however the User acknowledges and understands that the TrustED Platform and the TED Tokens may contain bugs or errors, and may not have full intended functionality at all times.

The User acknowledges and agrees that TrustED does not warrant the User any financial or other type of outcome as a result of the use of the TrustED Platform and the TED Token. To the fullest extent permissible by law, TrustED excludes all liability with respect to the User's purchase, sale or use of the TrustED Platform or TED Token.

10. The Agreement between TrustED and the User shall commence upon acceptance by the User of all the terms of the Agreement by purchasing any amount of the TED Tokens and using any part of the TrustED smart-contract and the TrustED Platform, and shall continue until terminated in accordance with the terms of the Agreement. TrustED may at its sole discretion and without any prior written notice terminate the Agreement if: (i) the User provides invalid data to complete the registration process; (ii) the User fails to make payment for any TED Tokens purchased; or (iii) the User breaches any other terms of this Agreement. Upon termination of the Agreement, for whatever reason, all licenses granted by TrustED to the User under this Agreement, the User's Account and TED Tokens shall be immediately terminated. Upon termination of this Agreement, each party will remain liable to the other for any amounts due and owing to the other party as of the date of termination, and such obligation to pay shall survive any termination of this Agreement.

If the whole or any part of this Agreement is invalid, unenforceable, illegal, void or voidable for any reason, this Agreement will be construed and be binding on the parties as if the invalid, unenforceable, illegal, void or voidable part had been deleted from this Agreement or read down to the extent necessary to overcome the difficulty. The parties will do everything reasonably necessary to give effect to this Agreement and to the transactions contemplated by it and will use all reasonable endeavors to cause relevant third parties to do likewise. This Agreement is governed by and construed in accordance with the laws of The Commonwealth of Australia and the parties irrevocably submit to the jurisdiction of the courts of the State of South Australia and of the Commonwealth.