

OREBITS.AU PURCHASE AND SALE AGREEMENT

TO: Orebits Ledger, LLC
2349 Central Ave.
St. Petersburg, FL 33712
Email: srowan@nahakama.com
Phone: 855-967-3428

TO: Seller named below

TO: | Purchaser named below

Ladies and Gentlemen:

This Agreement sets forth the purchase and sale agreement for the purchase by the purchaser named on the signature page hereof ("Purchaser") of the number of Orebits.AU set forth on the signature page hereof (the "Purchased Orebits") from the seller named on the signature page hereof ("Seller") on the closing date set forth on the signature page hereof or such other date as is mutually agreed to between Purchaser and Seller ("Closing Date"). Purchaser and Seller are hereinafter referred to as the Parties. The Parties acknowledge that Orebits Ledger, LLC, a Delaware limited liability company (the "Company") maintains the distributed ledger on which ownership of Orebits.AU is recorded and that the transfer of the Purchased Orebits on the distributed ledger is contingent upon the delivery by Purchaser to the Company of the following items (collectively the "Transfer Items"): (a) a duly executed copy of the "Purchaser Questionnaire" in the form attached hereto as Exhibit A; (b) a duly completed "New Account Form" in the form attached hereto as Exhibit B, together with delivery of proof of identification as required upon the New Account Form; and (c) certification by Seller that Seller has received the "Aggregate Consideration" (as defined below).

I.

PURCHASE AND SALE OF OREBITS.AU

I.1. Sale, Purchase and Issuance of Purchased Orebits. Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, the Purchased Orebits effective as of the Closing Date for the price per Orebit.AU and the aggregate consideration set forth on the signature page hereof (the "Aggregate Consideration") in accordance with the terms below. Purchaser and Seller agree that each of Orebits Corp., a Delaware corporation and the Company, and their respective assigns, may rely upon the Parties' respective representations, warranties, covenants and undertakings herein as a third party beneficiary to this Agreement.

I.

SELLER'S REPRESENTATIONS AND WARRANTIES

Seller represents, warrants and covenants to Purchaser, the Company and Orebits Corp. that the following statements are true and correct upon execution of this Agreement:

I.2. Authority of Seller. Seller has the full power and requisite authority to sell the Purchased Orebits as contemplated hereby, and the execution and delivery of this Agreement does not, and the sale of the Purchased Orebits hereby is not prohibited and will not:

(a) result in the imposition of any lien or encumbrance on the Purchased Orebits, and the Purchased Orebits are being sold free and clear of all liens and encumbrances; or

(b) result in the imposition of any lien or encumbrance under, cause the acceleration of any obligation under, or violate or conflict with terms, conditions or provisions of, any note, indenture, security agreement, lease, guaranty, joint venture agreement or other agreement or instrument material to Seller (whether as an original party or as an assignee or successor) or by which Seller is bound.

I.3. Purchased Orebits. Seller is not subject to any agreement restricting his, her or its right to sell the Purchased Orebits.

II.

PURCHASER'S REPRESENTATIONS AND WARRANTIES

Purchaser represents, warrants and covenants to Seller and the Company and Orebits Corp. that the following statements are true and correct:

II.1. Authority. Purchaser has all necessary authority to execute, perform and carry out the transactions contemplated by this Agreement and all of the other documents contemplated hereby to be executed by Purchaser. This Agreement has been duly executed and delivered by Purchaser. This Agreement is a valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms.

II.2. In entering into this Agreement and in purchasing the Purchased Orebits, Purchaser further acknowledges that:

(a) The Company may at any time place a stop transfer order on its transfer books against the Purchased Orebits. Such stop order will be removed, and further transfer of the Purchased Orebits will be permitted upon an effective registration of the Purchased Orebits, or the receipt by the Company of an opinion of counsel reasonably satisfactory to the Company that such further transfer may be effected pursuant to an applicable exemption from registration.

(b) Purchaser understands and acknowledges that any broker dealers who may assist in the placement of the Purchased Orebits make no representations or warranties as to the accuracy or completeness of the information contained herein or in any electronic due diligence data room maintained regarding the Company.

(c) Purchaser is not purchasing any of the Purchased Orebits as a result of or subsequent to any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, any seminar or meeting, or any solicitation of a subscription by a person not previously known to Purchaser in connection with investments in securities generally.

(d) Purchaser's overall commitment to investments that are not readily marketable is not, and his acquisition of Purchased Orebits will not cause such overall commitment to become, disproportionate to Purchaser's net worth.

(e) Purchaser understands that the Company shall have the right to accept or reject the proposed transfer of the Purchased Orebits in the event that any of the Transfer Items are not duly completed, executed and delivered to the satisfaction of the Company.

(f) Purchaser never has been represented, guaranteed or warranted by Seller, any broker, Orebots Corp., the Company or any of the officers, directors, stockholders, partners, employees or agents of Orebots Corp. or the Company, or any other persons, whether expressly or by implication, that Purchaser will realize any given percentage of profits and/or amount or type of consideration, profit or loss as a result of Purchaser's investment in the Purchased Orebots. No representations have been made that were, and no information furnished to Purchaser or Purchaser's advisor(s) in connection with the purchase or sale of the Purchased Orebots was, in any way inconsistent with the information stated herein.

(g) Neither Purchaser nor any subsidiary, affiliate, owner, shareholder, partner, member, indemnitor, guarantor or related person or entity of Purchaser:

- (i) is a Sanctioned Person (as defined below);
- (ii) has more than 15% of its assets in Sanctioned Countries (as defined below); or
- (iii) derives more than 15% of his, her or its operating income from investments in, or transactions with, Sanctioned Persons or Sanctioned Countries.

(h) For purposes of the foregoing, a "Sanctioned Person" shall mean (a) a person named on the list of "specially designated nationals" or "blocked persons" maintained by the U.S. Office of Foreign Assets Control ("OFAC") at <http://www.treas.gov/offices/eotffc/ofac/sdn/index.html> or as otherwise published from time to time, or (b) (1) an agency of the government of a Sanctioned Country, (2) an organization controlled by a Sanctioned Country, or (3) a person resident in a Sanctioned Country, to the extent subject to a sanctions program administered by OFAC. A "Sanctioned Country" shall mean a country subject to a sanctions program identified on the list maintained by OFAC and available at <http://www.treas.gov/offices/eotffc/ofac/sanctions/index.html> or as otherwise published from time to time.

II.3. Under penalties of perjury, Purchaser certifies (a) that the number shown on the New Account Form is my correct taxpayer identification number or social security number and (b) that I am not subject to backup withholding, either because: (i) I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (ii) the Internal Revenue Service has notified me that I am no longer subject to backup withholding. **(Please strike out the language certifying that you are not subject to backup withholding due to notified payee under-reporting if you have been notified that you are subject to backup withholding due to notified payee under-reporting, and you have not received a notice from the Internal Revenue Service advising you that backup withholding has terminated.)**

II.4. Securities Law Matters.

(a) Purchaser is aware that the Purchased Orebots which Purchaser is purchasing pursuant to this Agreement are being sold by Seller to Purchaser without registration under the Securities Act of 1933, as amended (the "Act"), in reliance upon one or more exemptions from the Act. Purchaser understands that there are substantial restrictions on transfers of the Purchased Orebots, including a restriction against transfer without registration under federal and state securities laws or an exemption therefrom, and the obligation of Purchaser to effect the same type of deliverables as are required hereunder in connection with a purchase and sale of the Purchased Orebots, including that any subsequent purchaser must be an accredited investor.

(b) Purchaser has such knowledge and experience in financial and business matters that he, she or it is capable of evaluating the merits and risks of an investment in the Purchased Orebots and an accredited investor as that term is defined in Rule 501 of Regulation D, promulgated under the Act.

(c) The Purchased Orebits to be purchased hereby by Purchaser are being purchased solely for Purchaser's own account for investment and are not being purchased with a view to or for the resale, distribution (as the term "distribution" is used in Section 2(11) of the Act), subdivision or fractionalization thereof.

(d) Purchaser has had an opportunity to ask questions of and receive answers from Seller that, in the opinion of Purchaser, are necessary to evaluate the merits and risks of an investment in the Purchased Orebits. Purchaser is aware that Orebits Corp. and the Company, are both start-up enterprises with no history of profitability and that there is likely no significant liquidity for the Purchased Orebits.

(e) All representations, warranties, covenants and agreements of Purchaser contained in this Agreement shall be true and correct as of the date of the Closing Date and shall survive this Agreement.

(f) Purchaser has received a copy of the private placement memorandum of Orebits Corp. attached hereto as Exhibit C (the "Memorandum") which specifies certain aspects of the class of assets which includes the Purchased Orebits and is aware that ownership of the Purchased Orebits is subject to a high degree of risk. Purchaser acknowledges that the Memorandum has been provided for informational purposes only, is only accurate as of the date shown thereon and that neither the Company nor Orebits Corp. have undertaken to update the disclosures contained in the Memorandum to bring them current as of the present date.

III.

DELIVERY OF DOCUMENTS

The Closing shall take place upon the execution of this Agreement, or as soon thereafter as is reasonably practicable. Prior to the sale, Purchaser shall deliver to the Company the duly completed and executed Transfer Items. Upon determination by the Company that the Transfer Items have been completed to its satisfaction, the Company shall notify Purchaser and Seller of the same (the "Approval Notice"), which shall remain in force and effect until rescinded by the Company. Upon receipt of the Approval Notice, once Seller has delivered notification the Company that Seller has received the Aggregate Consideration for the Purchased Orebits, then the Company shall cause the transfer of the Purchased Orebits to be made on its ledger from Seller to Purchaser. .

IV.

INDEMNIFICATION

Purchaser agrees to indemnify and hold harmless each of Orebits Corp. and the Company and any participating broker-dealer, investment advisor, the officers, directors, employees, agents, counsel and affiliates of each of Orebits Corp. and the Company, and each other person, if any, who controls Orebits Corp. or the Company, within the meaning of Section 15 of the Act or Section 20 of the Securities Exchange Act of 1934, as amended, against any and all losses, liabilities, claims, damages and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever arising out of or based upon any false representation or warranty or breach or failure by Purchaser to comply with any covenant or agreement made by Purchaser herein or in any other document furnished by Purchaser to any of the foregoing in connection with this transaction. Notwithstanding the foregoing, the terms of this Article IV will not apply with respect to any Purchaser resident in any state in the United States where such indemnification is unlawful.

V.

PURCHASER WAIVER

Purchaser has made full and complete inquiry with respect to any matters of interest in connection with this investment in the Purchased Orebits and is fully satisfied in all respects with Purchaser's investment decision, fully understanding and comprehending the significant risks associated therewith, acknowledges that Purchaser has not relied on any specific information concerning the Purchased Orebits, and understands that the Company and Orebits Corp. have not made any representations regarding the future value or performance of the Purchased Orebits or of their respective operations.

VI.

MISCELLANEOUS

VI.1. Governing Law. This Agreement is made in, and shall be governed by, and enforced in accordance with the laws of the State of Florida without reference to its conflict of laws provisions. The parties agree that the state or federal courts sitting in St. Petersburg, Florida shall have the exclusive jurisdiction over them for purposes of any actions arising out of or as a result of this Agreement. Any action with respect to this Agreement shall be by bench trial, with each party waiving their right to trial by jury.

VI.2. Assignment; Binding Agreement. This Agreement may not be assigned by any party hereto without the prior written consent of the other parties. This Agreement shall be binding upon and inure to the benefit of the respective successors, legal representatives, heirs and assigns of the parties.

VI.3. Entire Agreement. This Agreement and the other documents delivered hereto constitute the entire understanding of the parties with respect to the subject matter hereof and may be modified only by an agreement in writing signed by the parties. The recitals at the forepart of this Agreement are incorporated by reference herein and made a part hereof as if fully rewritten.

VI.4. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. If any provision of this Agreement shall be unenforceable or invalid under such law, such provision shall be ineffective only to the extent and for the duration of such enforceability or invalidity, and the remaining substance of such provision and all other remaining provisions of this Agreement shall continue to be binding and in full force and effect.

VI.5. Waiver of Breach. No waiver of a breach of any provision of this Agreement by any party shall be effective unless made expressly in writing and no such waiver shall constitute or be construed as a waiver by such party of any future breach of the same or any other provisions of this Agreement.

VI.6. Counterparts. This Agreement may be executed and delivered in two or more counterparts, whether by original, photocopy or facsimile, each of which shall be an original document and all of which together shall constitute a single binding agreement.

VI.7. Captions. The captions and numbers of the various sections hereof are included for convenience of reference only and do not in any way affect the meaning or interpretation of the substantive provisions hereof

VI.8. Notice. Any notice required hereunder shall be deemed given as of the date delivered in person or as of the date left at the address of the person entitled to notice if sent by bonded same day or overnight courier, or at such address as either party may deliver to the other by delivery of

notice hereunder. The address set forth below shall be the initial address for notice related to each party. Any notification to be given to the Company or Orebots Corp. shall be sent to them at the address for the Company first set forth above.

VI.9. Survival of Representations. All representations, warranties, covenants and agreements made by any party to this Agreement shall be true and correct as of the Closing and shall survive the execution, delivery and consummation of this Agreement.

VI.10. Draftsman. No reference for or against any Party shall be based upon who serves as the principal draftsman of this Agreement.

(The remainder of this page is intentionally blank.)

IN WITNESS WHEREOF, the parties hereto have duly executed this Orebits.AU Purchase Agreement as of the date first above written.

SELLER:

Nahla Jacobs
Nahla Jacobs
Investment Holdings (Print Name)

(Signature)

PURCHASER:

Nahla Jacobs
Nahla Jacobs

(Signature)

Address: 2349 Central Ave
54 Peterburg 33712
Email address: www.NahlaJacobs.com
Telephone: 844-800-4425

Address: _____

Email address: _____
Telephone: _____

(a) Number of Purchased
Orebits.AU: 180
(b) Purchase Price per Orebits.AU
\$ 1,000
(c) "Aggregate Purchase Price": [(a) times
(b)]: \$ 180,000

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