

The following Agreement is split into two elements: (i) a “Subscription Agreement” relating to the sale of Invacio Tokens (Blockchain Tokens), referred to as ‘Coins’ or ‘Invacio Coins’; and (ii), a second element relating to the ‘Gifting’ of Invacio Holdings (UK) Ltd C-Class Stock (“Class C Shares”, “Class C” or “C shares”) allocations via their current Offshore Holding Corporation **Invacio (AAP) Holdings Ltd**, The Share Gifting is Equity in the the Main parent company (Currently Invacio Holdings UK Ltd) by William J D West, CEO of Invacio out of his personal holdings, thus it's holding companies and subsidiaries, Enterprises or Ventures are included in the Gifting as full assets of Invacio Holdings (UK) Ltd .

Invacio AAP Holdings Ltd or other Holding Corp, Parent Corp and its subsidiaries Invacio (AAP) Holdings Ltd and Invacio Holdings (HK) Ltd , or any Offshore Holding Company, Subsidiary or Enterprise that will be utilised to administered and to allow funds as well as coins to be collected and distributed in full accordance with the regulations of all relevant jurisdictions.

Part One : Invacio (AAP) Holdings LTD | ICO.

INVACIO (AAP) HOLDINGS LTD.

SUBSCRIPTION AGREEMENT

Last Updated: December 27th, 2017

This Subscription Agreement (the “Agreement”) is made between **Invacio (AAP) Holdings Ltd** (the “Issuer”) and the undersigned subscriber (the “Undersigned” or “you”). Pursuant to this Agreement, and subject to its terms and conditions, the Issuer agrees to sell to the Undersigned, and the Undersigned agrees to purchase, that certain number allocated to the Undersigned by the Issuer, in its absolute discretion, of Invacio (AAP) Holdings Ltd digital tokens (the “Tokens”) designed to reflect an indirect fractional non-voting economic interest in the Issuer’s sole asset, the sole limited partnership interest in Invacio (AAP) Holdings Ltd or that of of any Subsidiary, Holding Company or Enterprise will be commonly referred to in this contract as (“Invacio”). The purchase price of such a Token starting at \$0.30 (Public Sale), and shall rise by increments to the value of \$1 per Token.

IMPORTANT INFORMATION: PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY. YOU MAY LOSE ALL AMOUNTS PAID FOR THE TOKENS AND THE TOKENS MAY HAVE NO VALUE.

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

PURCHASERS WHO PURCHASED TOKENS EARLIER OR LATER THAN YOU MAY HAVE PURCHASED TOKENS AT A LOWER PRICE THAN THE PRICE OFFERED TO YOU,

SUBJECT TO PRIVATE SALES, DUE TO THE NATURE OF PRIVATE SALES THESE ARE NOT PUBLIC.

THE ISSUER DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. WITH RESPECT TO THE SMART CONTRACT (AS DEFINED BELOW) AND THE TOKENS.

THE ISSUER SPECIFICALLY DOES NOT REPRESENT OR 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.

THE UNDERSIGNED DISCLAIMS ANY RIGHT OR CAUSE OF ACTION AGAINST THE ISSUER OF ANY KIND IN ANY JURISDICTION THAT WOULD GIVE RISE TO ANY DAMAGES OR LIABILITY WHATSOEVER ON THE PART OF THE ISSUER. NONE OF THE ISSUER, INVACIO LTD NOR THEIR RESPECTIVE AFFILIATES SHALL BE LIABLE TO THE UNDERSIGNED FOR ANY TYPE OF DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY (INCLUDING DAMAGES FOR LOST PROFITS, GOODWILL, USE OR DATA) EVEN IF AND NOTWITHSTANDING THE EXTENT TO WHICH THE ISSUER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE UNDERSIGNED AGREES NOT TO SEEK ANY REFUND, COMPENSATION OR REIMBURSEMENT FROM THE ISSUER OR INVACIO AAP HOLDINGS LTD OR THEIR RESPECTIVE AFFILIATES, REGARDLESS OF REASON, AND REGARDLESS OF WHETHER THE REASON IS IDENTIFIED IN THIS AGREEMENT.

The Undersigned represents and warrants to the Issuer as follows:

The Undersigned has previously specified and acknowledged to the Issuer, in completing the Undersigned's entries for the Undersigned's anticipated investment through the website <https://invest.invacio.com/account/> OR <https://inv-ico.io> the aggregate purchase price that the Undersigned is paying for the Tokens, the Undersigned's contact information and in certain circumstances the Undersigned's identification information.

The Undersigned has reviewed and understands the Offering Memorandum pursuant to which the Tokens have been offered (the "Offering Memorandum"), including the risks described therein, located at <https://invest.invacio.com> and <https://inv-ico.io>, and has reviewed and understands all other information that the Undersigned considers necessary to have reviewed before making an investment decision.

The Tokens represent an indirect fractional non-voting economic interest in the Issuer's sole asset, a sole limited partnership interest in all current companies, organisations, enterprises, assets of Invacio AAP Holdings LTD and the Tokens are issued electronically in the smart

contract consisting of software code, existing on the Ethereum Blockchain (“Smart Contract”) at the address that is to be published during or on close of the Pre-Sale. The software code of this Smart Contract is open sourced and will be published thus can be verified at the address <https://github.com/Invacio/InvacioToken>. The Undersigned expressly agrees to all of the terms and conditions set forth on the Smart Contract, which are incorporated by reference herein and which may be amended or supplemented from time to time. The Undersigned further confirms to have carefully reviewed the Smart Contract and its functions, and that the Undersigned has a sophisticated and deep understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, like Bitcoin (BTC), Ether (ETH), and other cryptographic tokens based, for instance, on the Ethereum ERC-20. The Undersigned further confirms that they fully understand the risks of purchasing the Tokens and is able to bear the risks thereof, including the loss of all amounts paid, loss of Tokens, and liability to the Issuer and others for its acts and omissions, including without limitation those constituting breach of this Agreement, fraud or willful misconduct. The Undersigned has obtained sufficient information in order to make an informed decision to purchase the Tokens. To the extent the terms contained herein or the terms set forth in the Offering Memorandum or any other document or communication are inconsistent with or contradict the terms set forth in the Smart Contract, the terms of the Smart Contract shall prevail.

At substantially the same time as the Undersigned is executing this Agreement, the Undersigned is paying the aggregate purchase price for the Tokens in compliance with the payment instructions on <https://invest.invacio.com> or <https://www.inv-ico.io>.

The Undersigned understands that the Issuer reserves the right to, in its sole discretion, accept or reject this subscription, in whole or in part, for any reason whatsoever, and to the extent funds are transmitted by the Undersigned but not applied by the Issuer to the Undersigned’s purchase of Tokens, a return of such unused funds (a) if USD will be promptly returned by the Payment Agent (as defined in the Offering Memorandum) net of the outgoing wire fees charged by the Payment Agent’s banking institution and (b) if INV, DODG, BTC, ETH or LTC, return will be made without deduction or interest, initiated by email to the address given by the Undersigned on <https://invest.invacio.com> and will contain a request to the Undersigned to provide the instructions where the returned funds should be sent to. If the Undersigned does not respond for a period of 60 days following an email requesting instructions for a refund of INV, DODG, BTC, ETC or LTC, the funds shall be deemed to become the property of the Issuer. The Undersigned confirms that it is eligible and allowed to purchase Tokens under applicable laws and confirms that it has read the legal restrictions on purchasing Tokens in the Offering Memorandum and its purchase of Tokens complies with those restrictions. The Undersigned further understands and acknowledges that, as described in more detail in the Offering Memorandum, if the status of the Undersigned as a holder of Tokens may cause regulatory concern for the Issuer and/or Invacio AAP Holdings Ltd (as determined by the Issuer), as applicable, the Issuer in its discretion may at any time redeem some or all of the Tokens held by the Undersigned.

The Undersigned, has all requisite power and authority to execute and deliver this Agreement, to use the Smart Contract and purchase Tokens, and to carry out and perform its obligations under this Agreement. If an individual, the Undersigned is over 18 years of age and of sufficient legal age and capacity to purchase Tokens. If a legal person, the Undersigned is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business.

The User 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 Private Key(s),
- (ii) Risks Associated with the Ethereum Platform Protocol,
- (iii) Risk of Hacking and Security Weaknesses,
- (iv) Risk of Uninsured Losses,
- (v) Risks Associated with Uncertain Regulations and Enforcement Actions.

The User is aware that any tampering with the Invacio system, will result in forfeiture of their INV additional any and all Crypto or Fiat received.

Based on the famous Howey test the Invacio digital tokens should not be deemed as securities or a collective investment scheme:

- the Invacio digital tokens do not grant to the User any voting or ownership rights;
- the Invacio digital tokens do not grant to the User any return on investment;
- the Invacio digital tokens do not grant to the User any profit and passive income from the ownership of the Invacio digital tokens.

Therefore, the Invacio digital tokens are not securities and are not registered with any government entity as a security, and shall not be considered as such. The User may purchase the Invacio digital token through the Initial Coin offering (hereinafter 'ICO') during the period of the ICO from the start of the Pre-Sale ICO to the end of the Pre-Sale ICO (hereinafter 'ICO Period') in accordance with this Invacio Token Sale Agreement.

By purchasing the Invacio digital tokens the User expressly acknowledge and assume these risks. If you have any questions regarding this information or regarding this INV Token Sale Agreement, please contact us at support@invacio.com.

The Undersigned is not, and is not acting as, an agent, representative, intermediary or nominee for any person identified on the list of blocked persons maintained by as an example the Office of Foreign Assets Control of the U.S. Treasury Department; and the Undersigned has complied with all applicable U.S. laws, regulations, directives and executive orders relating to anti-money laundering and counter-terrorism financing, of any state or country.

The funds, including any fiat, virtual currency or cryptocurrency, the Undersigned uses to purchase the Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and the Undersigned will not use the Tokens to finance, engage in or otherwise support any unlawful activities.

All payments by the Undersigned under this Agreement will be made only in the Undersigned's name, from a digital wallet or bank account not located in a country or territory that has been designated as a "non-cooperative country or territory" by the Financial Action Task Force, and is not a "foreign shell bank" within the example meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 et seq.), as amended, and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time of any state or country.

The Undersigned is not subject to any of the disqualifying events as an example listed in Rule 506(d)(1) of Regulation D under the U.S. Securities Act of 1933 (a "Disqualifying Event"), and there is no proceeding or investigation pending or, to the knowledge of the Undersigned, threatened by any governmental authority, that would reasonably be expected to become the basis for a Disqualifying Event.

The purchase and receipt of Tokens may have tax consequences for the Undersigned and the Undersigned is solely responsible for the Undersigned's compliance with the Undersigned's tax obligations. The Issuer bears no liability or responsibility with respect to any tax consequences to the Undersigned.

The Undersigned may not use any of Invacio's intellectual property for any reason without Invacio AAP Holdings Ltd express prior written consent. The Undersigned understands and acknowledges that Invacio AAP Holding Ltd retains all right, title and interest in all of its intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, mark's, 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.

The Undersigned acknowledges and accepts that:

your interest in the Issuer, Invacio or the Tokens has not in any way been induced by the Issuer or Invacio or any person acting on their behalf;

you have approached the Invacio and requested information about the Tokens and have shown interest in acquiring the Tokens at your own initiative;

you initiated any discussions about the Issuer or Invacio or it's subsidiaries and that neither the Issuer or Invacio nor anyone acting on their behalf has marketed the Tokens to you;

in acquiring the Tokens, you will voluntarily waive the benefit of investor protections provided in the AIFMD (as implemented in your local EEA jurisdiction) and the Alternative Investment Fund Managers Regulation ((EU) No. 231/2013).

This Agreement is the valid and binding obligation of the Undersigned.

The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice: (a) any provision of the Undersigned's organizational documents, if applicable; (b) any provision of any judgment, decree or order to which the Undersigned is a party, by which it is bound, or to which any of its material assets are subject; (c) any material agreement, obligation, duty or commitment to which the Undersigned is a party or by which it is bound; or (d) any laws, rules or regulations applicable to the Undersigned. The execution and delivery of, and performance under, this Agreement require no approval or other action from any governmental authority or person other than the Undersigned.

The Undersigned expressly acknowledges, understands and agrees that the Undersigned is using the Smart Contract and purchasing the Tokens at the Undersigned's sole risk and that the Smart Contract and the 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 the Issuer and the Undersigned shall rely on its own examination and investigation thereof.

The failure by the Issuer 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 the Issuer's right to enforce such right or provision at a later time. All waivers by the Issuer must be unequivocal and in writing to be effective.

Nothing in this Agreement and no action taken by the Undersigned or the Issuer shall constitute, or be deemed to constitute, a partnership, association, joint venture or other cooperative entity between the Undersigned and the Issuer. Nothing in this Agreement and no action taken by the Undersigned or the Issuer shall constitute, or be deemed to constitute, either party to be the agent of the other party for any purpose and neither 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.

Nothing in this Agreement acknowledges, understands or agrees that the the User has 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 in Invacio Ltd, Invacio Ltd's Subsidiaries, or any part thereof.

By making the foregoing representations and warranties, the Undersigned does not waive any right of action under any Hong Kong, Seychelles, British, European Based or United States regional or national country securities laws. However, the Issuer may assert your representations and warranties on its own behalf in any proceeding or other dispute with any party. This Agreement shall be governed by, and interpreted in accordance with, the laws of the Seychelles, without giving effect to any principles of conflict of laws.

By registration on the website <https://invest.invacio.com> or <https://www.inv-ico.io> the User receives a Login and Password to access the Invacio ICO Console.

By using the Login and Password the User confirms the formation of his or her User's Electronic signature, and the information in electronic form, signed by the User using the Electronic signature (using his or her Login and Password), shall be accepted by the User and the Invacio

Account to be an electronic document equal to a paper document signed by a handwritten signature.

All actions carried out with the use of Login and Password of the user (Electronic signature), considered to be executed by the User.

User's account registration constitutes an acknowledgement that User is able to electronically receive, download, and print the Invacio Token Sale Agreement and any amendments.

Invacio shall grant to the User an opportunity to use the Invacio digital tokens to launch ICOs, pre-ICOs, and crowdfunding campaigns through the Invacio Console, purchase various support services related to the launching of ICOs, pre-ICOs, and crowdfunding campaigns, make various internal payments through the Invacio Console.

All agreements, notices, disclosures and other communications that the Issuer provides to the Undersigned pursuant to this Agreement or in connection with or related to the Undersigned's purchase of Tokens, including this Agreement, may be provided by the Issuer, in its sole discretion, to the Undersigned, in electronic form. The Issuer may modify this Agreement at any time by posting a revised version on <https://invest.invacio.com> OR <https://www.inv-ico.io>. The modified terms will become effective upon posting. It is the Undersigned's responsibility to check <https://invest.invacio.com/> or <https://inv-ico.io> regularly for modifications to this Agreement. This Agreement was last modified on the date indicated at the beginning of this Agreement.

Accepted and agreed as of the date recorded by Invacio AAP Holdings Ltd.

Part Two : Main INVACIO HOLDING COMPANY Gifted Equity Terms.

Total Number of Class C Shares: 30,000,000. The remaining 24,900,000 Class C Shares, will be obtained on completion of the Pre-Sale ICO by conversion of a percentage of William J D West's Class A or B Shares, bringing the total number of Class C shares to 54,900,000, equivalent to 3% of the companies equity. Par Value: Each Invacio Class C Share has a par value of £0.01, for a total Class C Share par value of £549,000. Total Class C Share Representation in General Invacio Share Structure: 54,900,000 Class C Shares currently represent 3% of Invacio's total value, with the remainder represented by Ordinary and B Class A Shares, whose number, par value, and ownership of record can be viewed at Companies House, UK. Invacio's Board of Directors may increase the number and/or structure of shares at any future time, in accordance with UK Law. Convertibility of Shares: Invacio Class C Shares are not convertible or exchangeable for any other Class of Invacio Shares at this time. This may be amended by the Board of Directors at any future time. Voting Privileges: Class C Shares do not have voting privileges at shareholder meetings nor in any elections. Dividend Allocation: Class C Shares will participate in dividend distributions as approved by the Board of Directors. Transfer of Ownership: Class C Shareholders may transfer, sell, deed, or otherwise relinquish ownership of their shares under the regulations that govern shares under UK Law. Alienation of

Ownership Rights of Class C Shareholders: Owners of Invacio Class C Shares shall not forcibly be made to relinquish ownership except as allowed by UK Law or relevant authority, however in exterminating circumstances where the board has decided to take an action in the best interest of Invacio and that of the shareholders, such as a acquisition of Invacio with a premium set by the board to compensate holders of Invacio C Class Stock. Residual Value in case of Liquidation: In case of Invacio's liquidation, Class C Shareholders will have the right to residual value of any remaining assets after all other obligations and debts have been satisfied, including but not limited to Ordinary and B Class A shareholders. Acceptance of Terms and Conditions: This document shall accompany all assignment(s) of Invacio Class C Shares. Acceptance of the Class C Shares by the shareholder implies acceptance of the conditions as stated herein.

Note Invacio Holdings UK Ltd is the main parent company to all our companies however this is subject to change at the discretion of representatives and interested parties of Invacio, Equity would be allocated in the parent company generated at the time, with the same terms.

Note Invacio Holdings AAP Ltd, Invacio Holdings (UK) Ltd, or any other subsidiary or parent corporation (single or as a collective) reserve the right to make changes to these terms at any time without warning or committee based discussion with the token purchasers.