

This Memorandum of Understanding is entered into on the 29th day of June, 2017 between Veritaseum, LLC a company incorporated under the laws of Delaware with office located at 1460 Broadway, New York, NY (hereafter referred to as "Veritaseum") and the Jamaica Stock Exchange ("the Exchange") a company incorporated under the laws of Jamaica with registered office located at 40 Harbour Street in the Parish of Kingston. The parties intend to enter into a joint venture arrangement, hereafter referred to as "the Venture".

It is hereby understood and agreed as follows:

1. Duties of the Parties

a. On the part of Veritaseum:

Veritaseum will sell, lease, rent, or lend its Veritas tokens to the Jamaican Stock Exchange for the purposes of consulting on, advising on and building a digital asset exchange for the Joint Venture. The details of which are as follows:

i. A digital asset exchange for the Venture ("The Digital Asset Exchange")

- a. The software and technology to be used by The Digital Asset Exchange will be funded and built by Veritaseum, LLC and its contractors and subcontractors. Upon signing of this MOU by parties on or before June 30, 2017, Veritaseum anticipates the Digital Asset Exchange to go live by, or near August 31st, 2017.
- b. Veritaseum will share % of the net revenues stemming from the operation of The Digital Asset Exchange with the Jamaica Stock Exchange
- c. Veritaseum will, at the behest of the Jamaica Stock Exchange, co-brand The Digital Asset Exchange with a combination of Jamaica Stock Exchange and Veritaseum brands.
- d. Veritaseum will advise on recommended registration fees for Digital Asset Exchange which will be designed to boost the revenues of the Jamaica Stock Exchange.

b. On the part of Jamaica Stock Exchange

The Jamaica Stock Exchange agrees to the following:

1. To use its best endeavours to utilize the Jamaica Stock Exchange brand, the infrastructure, existing and future regulatory relationships and relevant personnel of the Jamaica Stock Exchange to facilitate The Digital Access Exchange;
2. To use its best endeavours to include, if required, any rules required to facilitate The Digital Access Exchange; and
3. To operate the Digital Access Exchange to the extent permitted by the law.

c. The relevant parties agree to facilitate the actions outlined above.

2. Duration

This MOU shall continue in effect for a period of one (1) year from the date of signing of this MOU and may be extended upon request by either party in writing and by consent by the parties in writing.

3. Relationship of the Parties

Nothing in this MOU shall be construed as creating a partnership, joint venture, agency or similar relationship between the parties. No party has the right or authority to bind the other party, including without limitation the power to incur any liability or expense on behalf of the other party without its prior written agreement, except as expressly set forth in this MOU.

4. Indemnities, Warranties and Limitation of Liability

Each party warrants its capacity to enter into this MOU and to participate in the activities contemplated herein. No party shall be held responsible for any cost or expense incurred by the other party in keeping with the terms of agreement or any policies and procedures established between the parties for the purpose of giving effect to this MOU.

5. Good Faith

- a. The Parties undertake to act in good faith under this MOU and to adopt all reasonable measures to ensure the realization of the objectives of this MOU.
- b. All parties are free to make this document public for the purposes of communication with their respective constituencies, stakeholders and partners on the condition that Paragraph 1, Section A, subsection I, a – lines 3 and 4 are redacted.
- c. This document is non-binding, and does not represent an obligation to perform the actions listed above, but rather an agreement of the intent of the parties and an understanding of each party's respective role in any future binding contractual relationships.
- d. Subject to 6. of this MOU the information supplied and/or obtained by each party to this MOU shall be treated in a confidential manner.

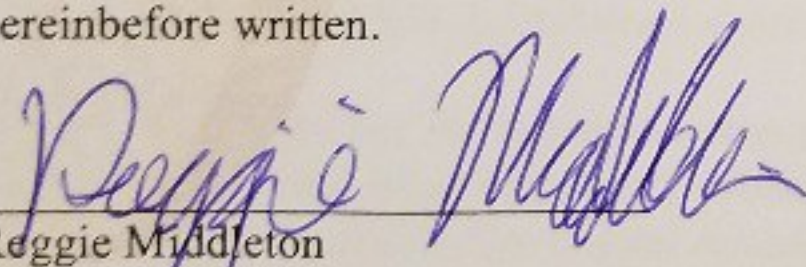
6. Confidentiality

Paragraph 5, section b describes matter that is confidential in nature.

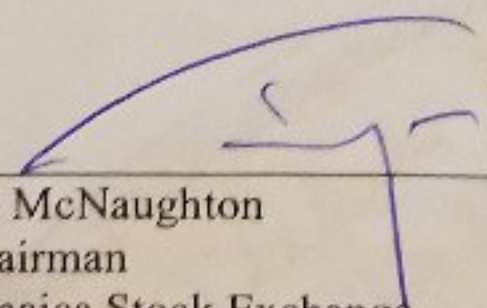
7. Amendment

Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be in writing and signed by authorized representatives of both parties.

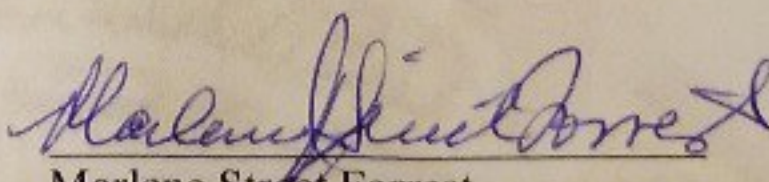
IN WITNESS WHEREOF Veritaseum and the Exchange have duly executed this MOU on the day and year first hereinbefore written.



Reggie Middleton
Founder
Veritaseum



Ian McNaughton
Chairman
Jamaica Stock Exchange



Marlene Street Forrest
Managing Director
Jamaica Stock Exchange

