

RE: Legal Opinion to Mr. Aleksey Vuyko,
COO ICRYPTO SOCIEDED ANONIMA
San Jose, Costa Rica. Ofiplaza del Este,
Edificio A, tercer piso

January 10th, 2018
RN: 1001|2018 – er4

Dear Mr. Vuyko

I am attorney practicing Law for 10 years. After reviewing business model of the cryptobank Datarius (trademark belongs to Icrypto Socieded Anonima) in a legal scope and having carried out the legal analysis of legal documents, which are the basis of the cryptobank Datarius I reached a conclusion on issues:

1. Accordingly paragraph 'Terminology' of the Datarius Terms and Conditions (hereinafter – Terms):

(a) Datarius (hereinafter – Datarius) – is a decentralized voluntary credit union, developed and functioning on the Internet using peer-to-peer technologies, offering its partners enhanced functionality, in accordance with the concept outlined in the business model of the service.

(b) DTRC (hereinafter – Token) – the digital key of access to the functionality of the Datarius cryptobank system, which is the only intra-system unit for the creation and use of the Cryptobank services.

2. Cryptobank Datarius acts on the basis of public agreement (Terms) which regulates all the legal issues that could arise and exist in a process of interacting with cryptobank services.

Please be informed that public agreement in its legal nature is a Public Contract (offer). In accordance with the provisions of the article 14 of the United Nations Convention on Contracts for the International Sale of Goods, a proposal to conclude a contract addressed to one or more specific persons is an offer if it is sufficiently certain and expresses the intention of the offeror to consider itself bound in the case of acceptance. A proposal is sufficiently definite if it indicates the goods and expressly or implicitly fixes or makes provision for determining the quantity and the price.



The acceptance of the Terms confirms by completing registration and authorization form by the User. Therefore, the parties that have intension to use the services of the Datarius are obliged to follow all provisions of the Terms (article 13 of the Terms). So the Terms should be the only document of the determination basis of this business project particularly from a legal perspective. The Terms – is a legal basis of the Datarius existence.

3. Thereby in consideration with a regulative clauses of the Terms, token of the Datarius cryptobank is a digital tool endowed with functions:

(a) **access key.** Every single Affiliate (specific status of users in accordance of the paragraph 'Terminology' of the Terms) gets an opportunity to generate non-defined quantity of tokens via interacting with a button 'Generate'.

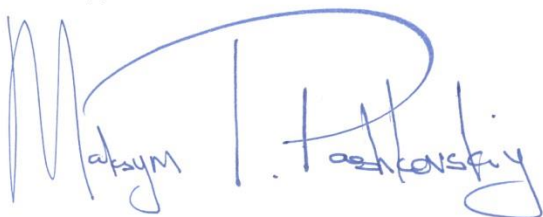
(b) **management key.** To use Datarius services Affiliate should have its personal management key – token. Some operations should be confirmed with using by Affiliate its personal token. Without token none of the operations can be completed.

4. Terms stipulate the procedure of the token generation. Token is generated only by the Affiliate in its personal cabinet (Visitor is not endowed technically such an opportunity) after authorization. Website of the Datarius cryptobank doesn't offer token sale as business process - getting some fee for an amount of tokens. It is offered to the public to take a participation in the development of the business model of the Datarius Cryptobank. Those who agreed, must pass the authorization procedure and would have been endowed with some functions that should be performed properly. See article 3.13. of the Terms.

5. In accordance with the Terms, token doesn't allow Affiliates to claim for passive distributive payments of the Datarius.

With regard to the foregoing, considering the norms of the Terms and legal provisions in force, our team comes to a conclusion that DTRC possess signs of utility token.

Sincerely,



Maksym I. Pashkovskiy
Attorney-at-Law

