

# TRUEPLAY.IO

## Token Purchase Agreement

This Tokens Purchase Agreement (the "Agreement") summarizes the principal terms proposed by TAKTON SYSTEMS LTD., a company, incorporated in the jurisdiction of Belize (the "Seller") regarding sale of digital tokens which will be issued and then transferred by the Seller to You (the "Buyer").

Please read carefully this Agreement before purchasing TruePlay Tokens (TPLAY), as it affects your obligations and legal rights, including, but not limited to, waivers of rights and limitation of liability. If you do not agree with this Agreement, you shall not purchase TruePlay Tokens (TPLAY). By purchasing TruePlay Tokens (TPLAY) during the Token Sale campaign set forth herein from the Seller, you will be bound by this Agreement, thus your early purchase of TruePlay Tokens (TPLAY) is subject to this Agreement.

### RECITALS

**WHEREAS**, the Seller should develop and implement TruePlay platform – a platform with a set of solutions for creating and supporting gambling projects (games integration, payments acceptance, payment of winnings, honesty control, convenient authorization, convenient AML/KYC compliance, access to the game statistics, legal and technical assistance); and

**WHEREAS**, the Seller will issue its ERC20 digital tokens called TruePlay Tokens (TPLAY), which will be used as the utility tokens within the TruePlay platform and other resources, which will use the TruePlay platform; and

**WHEREAS**, the Seller will hold token sale campaign to raise funds for further operational activities, development and marketing of the TruePlay platform; and

**WHEREAS**, the Buyer wants to purchase TruePlay Tokens (TPLAY) pursuant to the terms and conditions set forth herein.

**NOW THEREFORE**, in mutual consideration of the covenants and agreements contained herein, the Seller and Buyer agree as follows:

### 1. USE OF TRUEPLAY TOKENS

The Buyer understands and accepts that TruePlay Tokens (TPLAY) will be used as utility tokens. TruePlay Tokens (TPLAY) certify a right of its holders to demand the performance of certain electronic services, provided by the Company as a set of software solutions for creating and supporting online gaming projects. Thereby, TruePlay Tokens (TPLAY) holders have the right to demand the access to the resources which install and integrate the Platform, as well as the use of all functionality of such resources.

The Buyer expressly agrees that TruePlay Tokens (TPLAY) are not securities, are not registered

with any government entity as the securities, shall not be considered as such, are not intended to be commodity or any other kind of financial instrument, do not represent any share, stake, security or equivalent rights, including, but not limited to, any right to receive future revenue shares and intellectual property rights, and do not represent any ownership right. The Seller has prepared a Whitepaper to describe some matters related to the TruePlay, including, but not limited to, any technological aspects and software matters. **However, the Seller's Whitepaper shall in no way be deemed as constituting a legally binding agreement, contract, decision etc. between the Seller and the Buyer.** This Agreement entirely regulates relations between the Parties and overrides any prior negotiations or otherwise implied terms of cooperation between the Parties.

## **2. SCOPE OF TERMS**

The Buyer hereunder commits to purchase TruePlay Tokens (TPLAY) for Bitcoins (BTC) or Ethereum cryptocurrency (ETH), and the Seller hereby expressly agrees to issue and sell to the Buyer TruePlay Tokens (TPLAY). In order to do so, the Buyer shall transfer such cryptocurrency as set forth herein and the Seller will allocate an amount of TruePlay Tokens (TPLAY) equivalent to the payment to the TruePlay Wallet of the Buyer.

Unless otherwise stated herein, this Agreement governs purchase of TruePlay Tokens (TPLAY) by the Buyer from the Seller during Early Sale.

The use of TruePlay Tokens (TPLAY) and relations between the Seller and Buyer might be governed by any other applicable terms and policies, including, but not limited to, public token sale agreements (terms of token sale). The Buyer agrees and acknowledges that, to the extent applicable to the Buyer, all statutory obligations in connection with taxes incurred, directly or indirectly, in connection with the Buyer's purchase, ownership and subsequent transfer of TruePlay Tokens (TPLAY), shall be the sole responsibility of the Buyer.

## **3. ACCEPTANCE, PURCHASE PRICE AND PAYMENT**

By signing this Agreement and/or by buying TruePlay Tokens (TPLAY) hereunder, the Buyer expressly accepts all terms and conditions described herein and agrees to be bound thereby and comply therewith.

The standard purchase price per 1000 (one thousand) TruePlay Tokens (TPLAY) shall constitute 1.2 ETH (one and two-tenths Ethereum). However, the Seller provides the early Buyers with a discount on the following conditions:

- 30% (thirty percent) – on the Early Sale, for 13 500 000,00 TruePlay Tokens (TPLAY). The purchase price per 1000 TruePlay Tokens (TPLAY) shall constitute 0.84 ETH.
- 20% (twenty percent) – on the first round of Token Sale, for 7 500 000,00 TruePlay Tokens (TPLAY). The purchase price per 1000 TruePlay Tokens (TPLAY) shall constitute 1.0 ETH.
- 10% (ten percent) – on the second round of Token Sale, for 7 500 000,00 TruePlay Tokens (TPLAY). The purchase price per 1000 TruePlay Tokens (TPLAY) shall constitute 1.1 ETH.

- 0% (zero percent) – on the third round of Token Sale, for 13 500 000,00 TruePlay Tokens (TPLAY). The purchase price per 1000 TruePlay Tokens (TPLAY) shall constitute 1.2 ETH.

Each Buyer who purchases TruePlay Tokens (TPLAY) during the above mentioned periods shall get the relevant discount.

In order to purchase TruePlay Tokens (TPLAY), the Buyer shall send ETH/BTC in the amount which is equivalent to the amount of TruePlay Tokens (TPLAY) the Buyer is willing to receive for such payment to the TruePlay Wallet of the Seller. The Seller will distribute TruePlay Tokens (TPLAY) only after the KYC procedure has been successfully completed and the Token Sale campaign ends.

The Buyer is obliged to strictly follow any and all requirements and procedures set forth by the Seller, as shall be mentioned on the TruePlay AML/KYC Policy. Only if KYC procedure would be successful, the Buyer would be a lawful holder of TruePlay Tokens (TPLAY). If the Buyer fails to pass the KYC procedure, the Seller shall not distribute the TruePlay Tokens (TPLAY). The Seller is not liable for the inability of the Buyer to receive or use TruePlay Tokens (TPLAY) because of Buyer's failure to follow any of the requirements and procedures of the Seller or due to any possible misrepresentations of the Buyer and shall not make any refunds of prior contributions.

#### **4. OTHER CONDITIONS OF TRUEPLAY TOKEN SALE**

The Seller will issue 70 000 000,00 (seventy million) TruePlay Tokens (TPLAY). Only 60% (sixty percent) of the total amount, which equals to 42 000 000,00 (forty-two million) TruePlay Tokens (TPLAY), will be available for Early Sale and Token Sale.

**Soft cap.** Soft cap constitutes 3 000,00 ETH (three thousand Ethereum) and means the minimum amount of raised funds that will determine the success of the Token Sale and will help the Seller to develop and implement TruePlay platform as intended. If Soft Cap is not reached, the Seller will not allocate TruePlay Tokens (TPLAY) to the Buyers and will return funds to the Buyers. The Seller may, at its discretion, determine that the Soft Cap is reached when the aggregate amount of payments transferred by the Buyers is close to the Soft Cap.

**Hard Cap.** Hard cap constitutes 43 000,00 ETH (forty-three thousand Ethereum) and means the maximum amount of raised funds required to develop and implement TruePlay platform. If Hard Cap is reached, the Seller will stop accepting payments from the Buyers, and the TruePlay Token Sale will come to the end. The Buyer may not purchase TruePlay Tokens (TPLAY) hereunder after Hard Cap is reached. If Hard Cap is not reached, the Seller will terminate TruePlay Tokens (TPLAY) that have not been sold during TruePlay Token Sale, thus reducing the total amount of TruePlay Tokens (TPLAY).

**Lock-up period.** Lock-up period constitutes 180 (one hundred eighty) calendar days after Token Sale ends and means the period when the Buyer cannot sell, assign, exchange or in other way transfer TruePlay Tokens (TPLAY). The safety will be technically guaranteed by smart contract.

On the first day after the end of the lock-up period 25% (twenty-five percent) of total amount of TruePlay Tokens (TPLAY) will be unlocked and available for sale, exchange or transfer. Each next week 3% (three percent) of total amount of TruePlay Tokens (TPLAY) will be additionally

unlocked until all TruePlay Tokens (TPLAY) are available for sale, exchange or transfer.

The Buyer is entitled to sell, assign, exchange or in other way transfer TruePlay Tokens (TPLAY) only after the end of lock-up period. However, within one day the Buyer can sell TruePlay Tokens only in amount that not exceed 1% (one percent) of total amount of TruePlay Tokens (TPLAY) or 10% (ten percent) of TruePlay Tokens (TPLAY) held during previous day.

## **5. THE BUYER'S TRUEPLAY WALLET**

In order to receive TruePlay Tokens (TPLAY), the Buyer shall have TruePlay Wallet, login, password and a wallet address to it since the token distribution will be carried out via specially deployed token sale smart contract.

The Buyer may be required to manually set his/her TruePlay Wallet to watch the token sale smart contract to receive TruePlay Tokens (TPLAY) after their issuance by the Seller. In this case the Seller will provide the Buyer with instructions as to TruePlay Wallet operation.

**The Buyer shall not use any online exchange services, Jaxx and other multi-signature wallets to receive purchased TruePlay Tokens (TPLAY).** The Buyer hereunder confirms, represents and warrants that he/she will use only a valid TruePlay Wallet in order to receive purchased TruePlay Tokens (TPLAY). The Seller will transfer relevant amount of the TruePlay Tokens (TPLAY) to the Buyer's TruePlay Wallet once token sale ends.

## **6. SOURCE OF FUNDS**

The funds used for the payment hereunder shall not directly or indirectly come from any illegal sources. The Buyer hereby expressly represents and warrants that he/she is not using any proceeds of criminal or illegal activity, including money laundering of any form. The Buyer agrees to hold the Seller harmless of any investigation or proceedings related to the source of Buyer's funds transferred to the Seller in the course of TruePlay Token Sale.

The buyer also warrants to the Seller that no transaction involving TruePlay Tokens (TPLAY) will be used to facilitate any criminal or illegal activity, including money laundering and terrorism financing.

## **7. EXCHANGES**

Purchased TruePlay Tokens (TPLAY) may be sold and transferred by the Buyer at any time after token sale campaign ends via cryptocurrency exchanges at his/her own risk and without any interference of the Seller, provided that TruePlay Tokens (TPLAY) are listed on any of the cryptocurrency exchanges. The Buyer acknowledges that the Seller cannot ensure and/or secure listing of the TruePlay Tokens (TPLAY) on such exchanges as it is the discretion of cryptocurrency exchanges whether to list TruePlay Tokens (TPLAY).

## **8. REFUND, CANCELLATIONS AND REPAYMENT**

The Buyer acknowledges and accepts that following the completion of the token sale campaign, the Seller is entitled to use received payments to finance the Seller's operational activities, development and marketing. To the extent allowable pursuant to applicable law, the Buyer's purchase of TruePlay Tokens (TPLAY) from the Seller is final. No refunds and/or cancellations are applicable to TruePlay Token Sale, unless otherwise specified in this Agreement.

## 9. PURCHASE LIMITATIONS

**Prohibited Jurisdictions.** TruePlay Tokens (TPLAY) are intended to be marketed and sold to participants only in those jurisdictions and to those persons where and to whom they lawfully may be offered for sale. By signing this Agreement and/or by buying TruePlay Tokens (TPLAY) hereunder, the Buyer represents and warrants that the Buyer does not violate the laws of his/her country and the territory where he/she is located. The Seller may refuse from transactions with any person identified as citizen or permanent resident of prohibited jurisdictions, unrecognized and/or partly recognized territories and/or states.

**Sanction Policy.** The Seller may refuse from transactions with any person (a) identified or acting on behalf of any person indicated as a "Specially Designated National"; (b) established in, resident in, or otherwise operating from countries or territories subject to Sanctions lists issued by United Nations, European Union, UK Treasury and US Office of Foreign Assets Control (OFAC), as well as sanctions lists of the jurisdictions in which we (The Seller) operate.

## 10. REPRESENTATIONS AND WARRANTIES

By signing this Agreement and/or by buying TruePlay Tokens (TPLAY) hereunder, the Buyer represents and warrants that:

- (a) he/she is of an age of majority to enter into this Agreement, meets all other eligibility and residency requirements, and is fully able and legally competent to agree on the terms, conditions, obligations, affirmations, representations and warranties set forth herein;
- (b) he/she has an in-depth knowledge and deep understanding of the cryptoassets market, Blockchain-based systems and cryptocurrencies;
- (c) he/she is aware of and knows how to manage all the merits, risks and any restrictions associated with crypto market, Blockchain-based systems and cryptocurrencies;
- (d) he/she understands that crypto market is highly speculative and volatile in nature and that this Agreement is in no way an investment advice or an offer to invest;
- (e) he/she agrees and acknowledges that TruePlay Tokens (TPLAY) are not to be construed, interpreted, classified or treated as: any kind of currency other than cryptocurrency; debentures, stocks or shares issued by any person or entity; rights, options or derivatives in respect of such debentures, stocks or shares; rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss; units in a collective investment scheme; units in

a business trust; derivatives of units in a business trust; or any other security or class of securities.

By agreeing to this Agreement, the Buyer warrants that neither he/she, nor any individual or entity that he/she represents, (i) appear on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury (“OFAC”), nor are they otherwise a party with which the Seller is prohibited to deal under the laws of the United States, or (ii) is a person identified as a terrorist organization, appearing on any other relevant lists maintained by governmental authorities. Because of the mentioned regulations, residents and/or citizens of the following geographic areas shall not be entitled to participate in the Token Sale campaign: Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine (banned countries). Any residents or citizens of any other geographic area that is subject to UN-, US-, EU-, CH- or any other sovereign country sanctions or embargoes or have any affiliation to such sanctions shall not be entitled to participate in the Token Sale campaign.

The Buyer further represents and warrants that (if You are a natural person): (i) he/she is not a person who is or has been entrusted with prominent public functions, such as a Head of State of government, a senior politician, a senior government, judicial or military official, a senior executive of a state-owned corporation, an important political party official, or a close family member or close associate of any such person, and (ii) the monies used to fund the purchase of TruePlay Tokens (TPLAY) are not deriving from, invested for the benefit of, or related in any way to, the governments or persons within any country (1) under a U.S. embargo enforced by OFAC, (2) that has been designated as a “non-cooperative country or territory” by the Financial Action Task Force on Money Laundering, or (3) that has been designated by the U.S. Secretary of the Treasury as a “primary money laundering concern.”

## **11. KYC & AML REGULATIONS**

The Seller maintains a KYC (Know Your Customer) policy to comply with the Recordkeeping Requirements. We aim to reasonably identify each prospective purchaser of TruePlay Tokens (TPLAY) by cross-checking user data against governmental watch lists, as well as third-party identity verification and authentication services. If the Buyer’s proposed purchase is flagged through the Seller’s internal controls, the latter may require from the Buyer an additional proof of identification. The Seller reserves the right to deny permit to any purchases of the Buyer until additional and verifiable proof of identity is received and the Buyer has been approved as a prospective purchaser.

## **12. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**

By signing this Agreement and/or by buying TruePlay Tokens (TPLAY) hereunder, the Buyer represents/warrants and accepts that:

- (a) there are certain risks associated with purchasing TruePlay Tokens (TPLAY), holding TruePlay Tokens (TPLAY), and using TruePlay Tokens (TPLAY). By purchasing TruePlay Tokens (TPLAY), the Buyer expressly acknowledges and assumes such risks, including, but not limited to, risk of losing access to tokens due to loss of password(s), risk of cyber attacks, risk of hacking and security weaknesses, risks associated with markets for tokens, etc.

- (b) that the TruePlay concept is still in a development stage and is yet to be proven. Thus, there is no warranty that the process of issuing TruePlay Tokens (TPLAY) will be uninterrupted or error-free and there is an inherent risk that the TruePlay might contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of funds and/or TruePlay Tokens (TPLAY).
- (c) that the Blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing Blockchain technology-based applications, which may be contrary to the current setup of the TruePlay and which may, inter alia, result in substantial modifications of the TruePlay and/or the TruePlay Token (TPLAY) protocol, including its termination and the loss of TruePlay Tokens (TPLAY) for the Buyer.
- (d) there is always a possibility of change of token sale regulations across the world, including, but not limited to, possibility of token sales' ban in particular jurisdictions, and thus the Seller cannot be responsible for these regulatory changes, as well as cannot guarantee any refunds and cancellations in such event.

### **13. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

The TruePlay Tokens (TPLAY) are to be provided on an “as is” basis and without any warranties of any kind, either expressed or implied. The Buyer assumes all responsibility and risks with respect to the purchase of any amount of the TruePlay Tokens (TPLAY) and their use. The Buyer hereunder expressly agrees that, to the extent allowable by applicable law, the Seller shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of the TruePlay Tokens (TPLAY). The Buyer understands and expressly agrees that the Seller shall not guarantee in any way that the TruePlay Tokens (TPLAY) will be ready for sale or transfer to third parties during or after the Early Sale and/or token sale periods. The Buyer understands and agrees that it is his/her obligation to ensure compliance with any legislation relevant to his/her country of domicile concerning purchasing of the TruePlay Tokens (TPLAY), and that the Seller should not accept any liability for any illegal or unauthorized purchase of the TruePlay Tokens (TPLAY). The Buyer agrees to be solely responsible for any applicable direct or indirect taxes, duties, levies imposed on the acquisition, ownership and subsequent transfer of TruePlay Tokens (TPLAY) purchased hereunder.

### **14. INDEMNIFICATION**

To the extent allowable pursuant to applicable law, the Buyer shall indemnify, defend, and hold the Seller and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against the Buyer arising out of a breach of any warranty, representation, or obligation hereunder.

### **15. JURISDICTION AND DISPUTE RESOLUTION**

All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of the Belize. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall exclusively be settled by the International Arbitration and Cryptography Centre Limited (hereinafter – “IACC”). The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language of the arbitration shall be English. The hearings will be held online in accordance with IACC Rules.

## **16. MISCELLANEOUS**

No provision of this Agreement shall be considered waived unless such waiver is in writing and signed by the party that benefits from the enforcement of such provision. No waiver of any provision in this Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of this Agreement will not in any way affect, limit, or waive a party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The Seller may assign the Seller's rights and obligations under this Agreement. Any notice or other communication given or made under this Agreement shall be and may be delivered in electronic form. The Seller shall in no way be liable for any delay or failure to perform any obligations under this Agreement as a result of a cause beyond the Seller's reasonable control. This Agreement and purchasing of TruePlay Tokens (TPLAY) by the Buyer shall in no way create any exclusive relationship between the Buyer and the Seller nor any partnership, joint venture, employment or agency.