

TRUEPLAY.IO

Tokens 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, and the usage 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 or 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 to constitute a legally binding agreement, contract, decision, etc. between the Seller and the Buyer.**

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 payment 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 which starts on April 15, 2018 and should finish on April 30, 2018 (“**Early Sale Period**”) and from 15 May 2018 to 30 June, 2018 (the “**Sale Period**”).

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 for 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 agree to be bound thereby and comply therewith.

The standard purchase price per 100 (one hundred) TruePlay Tokens (TPLAY) shall constitute 0.14 ETH (fourteen hundredths Ethereum). However, the Seller provides the early Buyers with a discount on the following conditions:

- **During Early Sale** (13.5 mln tokens for sale)– purchase price per 100 (one hundred) TruePlay Tokens (TPLAY) shall constitute 0.084 ETH (eighty four thousandths Ethereum).
- **During the 1st stage of Token Sale** (7.5 mln tokens for sale) – purchase price per 100 (one hundred) TruePlay Tokens (TPLAY) shall constitute 0.10 ETH (ten hundredths Ethereum).
- **During the 2nd stage of Token Sale** (7.5 mln tokens for sale) – purchase price per 100 (one hundred) TruePlay Tokens (TPLAY) shall constitute 0.11 ETH (eleven hundredths Ethereum).
- **During the 3rd stage of Token Sale** (13.5 mln tokens for sale) – purchase price per 100 (one hundred) TruePlay Tokens (TPLAY) shall constitute 0.12 ETH (twelve hundredths Ethereum).

Each Buyer who purchase 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.

At that, 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 contributions made.

4. 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 might be carried out using 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. **The Buyer shall not use any online exchange services, Jaxx and multi-signature wallets to receive purchased TruePlay Tokens (TPLAY).** The Buyer hereunder confirms, represents and warrants that he/she will use only a wallet he/she have login, password and a wallet address 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.

5. SOURCE OF FUNDS

The funds used for the payment hereunder do not and did 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, which also includes money laundering, and that no transaction involving TruePlay Tokens (TPLAY) are being used to facilitate any criminal or illegal activity, including, but not limited to, performing money laundering and financing terrorism. The Seller hereby expressly represents and warrants that the funds received as the payment hereunder shall not be used for the purposes of money laundering or any other illegal activity.

6. EXCHANGES

Purchased TruePlay Tokens (TPLAY) may be sold and transferred by the Buyer at any time after token sale campaign ends via cryptocurrency exchanges on 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).

7. 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, and thus there are no refunds and/or cancellations except otherwise is specified in this Agreement.

8. PURCHASE LIMITATIONS

Prohibited Jurisdictions. TruePlay Tokens (TPLAY) are intended to be marketed and sold to participants only in those jurisdictions in 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 on which the 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 identified as a "Specially Designated National"; (b) established in, resident in, or otherwise operating from countries or territories subject to Sanctions lists, including United Nations, European Union, UK Treasury and US Office of Foreign Assets Control (OFAC) sanctions lists in all jurisdictions in which we operate.

9. 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, meet all other eligibility and residency requirements, and are fully able and legally competent to enter the terms, conditions, obligations, affirmations, representations and warranties set forth herein and to abide by and comply herewith;
- (b) he/she has in-depth knowledge and deep understanding of the crypto 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 agree and acknowledge 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, You warrant that neither You, nor any individual or entity that You represent, (i) appears 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 Company is prohibited to deal under the laws of the United States, or (ii) is a Person identified as a terrorist organization on 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 has any affiliation to such sanctions shall not be entitled to participate in the Token Sale campaign.

You further represent and warrant that (if You are a natural person): (i) You are 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 derived from, invested for the benefit of, or related in any way to, the governments of, 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.”

10. KYC & AML REGULATIONS

We maintain 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, including, but not limited to, the Specially Designated Nationals and Blocked Persons List maintained by OFAC, as well as third-party identity verification and authentication services. If Your proposed purchase is flagged through Our internal controls, We may require additional proof of identification from You, and We have the right to not permit any purchases until additional and verifiable proof of identity to our satisfaction is received and You have been approved as a prospective purchaser.

11. 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 acknowledge and assume such risks, including, but not limited to, risk of losing access to tokens due to loss of password(s), risk of mining 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 unproven, why there is no warranty that the process for creating TruePlay Tokens (TPLAY) will be uninterrupted or error-free and why there is an inherent risk that the TruePlay could 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 Tokens (TPLAY) protocol, including its termination and the loss of TruePlay Tokens (TPLAY) for the Buyer.
- (d) there is always a possibility of changing 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.

12. 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 pursuant to 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) can be sold or transferred 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 purchasing 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.

13. 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.

14. 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.

15. 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.