

**TERMS OF SERVICE
OF THE SIN TOKEN PRIVATE PLATFORM,
version of August 15, 2024**

1. GENERAL PROVISIONS

- 1.1. These Terms of Service (the "**Terms**") describe how you (the "**User**", "**you**", "**your**" etc.) can use the Platform and the Services made available to you through the Platform operated by **Heaven&Hell Ltd.**, address: QUIJANO & ASSOCIATES (BVI) LIMITED, Quijano Chambers, P.O. Box 3159, Road Town, Tortola, British Virgin Islands, registered under number 2148381 ("**H&H**", "**we**", "**our**", "**us**"). The Terms govern the terms and conditions for the private round on the SIN token sale organized by H&H.
- 1.2. **THESE TERMS DO NOT ENTAIL ANY OBLIGATIONS FOR ANY OF THE PARTIES AND IS NOT INTENDED AS A BINDING CONTRACT OR A PRECONTRACT, EITHER A PRE-SALE OR SALE AGREEMENT AS REGARDS THE TOKEN(S), A SIMPLE AGREEMENT FOR FUTURE TOKENS ("SAFT") OR ANY OTHER CONTRACT. NO RIGHT TO THE TOKEN(S) IS AUTOMATICALLY VESTED, ASSIGNED, TRANSFERRED, NOR PROMISED IN ANY WAY TO THE USER UNDER THESE TERMS. THE BINDING OBLIGATION OF THE H&H RESULTS FROM THE CONCLUSION OF THE SAFT UNDER CONDITIONS AS STIPULATED IN THE ATTACHMENT TO THIS TERMS.**
- 1.3. Before accessing the Platform or using any of the Services, you must carefully read and understand the Terms and the [Privacy Policy](#). By accessing the Platform or using any of the Services, you acknowledge that you have carefully read, understood, and agreed to be bound by the Terms and the [Privacy Policy](#).
- 1.4. **IF YOU DO NOT ACCEPT THESE TERMS IN THEIR ENTIRETY, YOU MUST NOT ACCESS OR USE THE PLATFORM OR THE SERVICES.**

2. CONTACT

- 2.1. You may contact us as regards the matters related to the Platform or the Services using one of the following channels:
 - 2.1.1. email: hello@transraad.io
 - 2.1.2. post: QUIJANO & ASSOCIATES (BVI) LIMITED, Quijano Chambers, P.O. Box 3159, Road Town, Tortola, British Virgin Islands.
- 2.2. We may communicate with you through the same contact channels as set forth in Section 2. CONTACT above. If you use these communication channels, you agree that we may communicate with you through these channels in response.
- 2.3. We may also communicate with you by posting information on the Platform or by sending an email to the email address provided by you when using the Platform or the Services.

3. TECHNICAL REQUIREMENTS FOR THE USE OF THE PLATFORM AND SERVICES

- 3.1. The technical requirements for the use of the Platform and Services are as follows:
 - 3.1.1. an Internet-connected device with the latest operating system, Internet access and a current standard web browser (e.g. Chrome, Safari, Mozilla Firefox, Opera or Microsoft Edge);
 - 3.1.2. cookies and JavaScript enabled in the web browser;
 - 3.1.3. screen resolution when displaying the Platform is at least 1280x720 pixel;
 - 3.1.4. having an active email account (as regards the Token Sale Service);

3.1.5. having an active crypto-wallet address (as regards the Token Sale Service).

4. LEGAL REQUIREMENTS FOR THE USE OF THE PLATFORM AND SERVICES

- 4.1. The legal requirements for the use of the Platform and the Services are as follows:
- 4.1.1. you must be at least 18 years old or of the legal age in accordance with the Applicable Law at the time of accessing the Platform;
 - 4.1.2. you must have the full legal capacity to conclude agreements under the Applicable Law;
 - 4.1.3. comply with additional requirements as regards specific Services set out in these Terms (if applicable).
- 4.2. If you do not meet any of the requirements set out in Section 4.1, you are obligated to refrain from accessing and using the Platform or Services.

5. COMPLIANCE WITH THE APPLICABLE LAW

- 5.1. The User must comply with the Applicable Law, including the local laws regarding the lawful use of the Services in the User's jurisdiction.
- 5.2. The User declares that he or she:
- 5.2.1. does not carry out any illegal activity, including money laundering, financing of terrorism or any other activity in violation of any state or international sanctions as defined by the Applicable Law;
 - 5.2.2. is not indicated on any international or national sanction lists;
 - 5.2.3. is not located in a Prohibited Jurisdiction, is not a citizen of a Prohibited Jurisdiction nor is a resident of a Prohibited Jurisdiction;
- 5.3. H&H does not provide Services to Users who fail to comply with this Section 5. COMPLIANCE WITH THE APPLICABLE LAW.

6. CDD PROCESS

- 6.1. The User who intends to use the Token Sale Service is required to undergo the CDD Process before entering any SAFT or any other agreement concerning the Token(s). In such case the User shall be obligated in particular to:
- 6.1.1. provide information or documents where required – truthfully, accurately, without withholding or conceiving any data, without any undue delay and, if possible, in the form and language requested;
 - 6.1.2. immediately inform of any changes to the provided information or documents or update them whenever they change.
- 6.2. You authorize us to conduct activities, either directly or through third parties, that we deem necessary to verify your identity or to protect the parties from fraud, money laundering, terrorism financing or other financial crimes, and to take any steps we deem necessary based on the results of such activities.
- 6.3. You acknowledge that the information requested by us may include additional information, including explanation or justification together with proof, concerning our findings after applying CDD Measures, for example pertaining to the source of wealth or source of funds of the User as required under the AML/CFT Law or decisions or orders of competent authorities to verify the legitimacy of the User's assets.
- 6.4. **THE USER ACKNOWLEDGES THAT THE COMPLETION OF THE CDD PROCESS WITH A POSITIVE RESULT IS A CONDITION FOR THE PARTIES TO CONSIDER ENTERING INTO A SAFT**

OR ANY OTHER AGREEMENT CONCERNING THE TOKEN(S). The User who has not been identified or verified in connection with the CDD Measures with positive result or whose subsequent AML/CFT assessment(s) is negative is prohibited from entering into a SAFT or any other agreement concerning the Token(s).

- 6.5. THE USER ACKNOWLEDGES THAT FAILURE TO COMPLY WITH THE CDD MEASURES APPLIED AND/OR LACK OF THE USER'S COOPERATION, INCLUDING BUT NOT LIMITED TO PROVISION OF FALSE INFORMATION, WITHOLDING INFORMATION OR INTERFERING IN ANY OTHER WAY WITH THE CDD MEASURES OR SECURITY MEASURES APPLIED, MAY BE A VIOLATION OF THE APPLICABLE LAW AND MAY BE GROUNDS FOR IMMEDIATE TERMINATION OF ANY AND ALL AGREEMENTS WITH THE USER.**

7. TYPES AND SCOPE OF THE SERVICES

- 7.1. The types of the Services are as follows:
- 7.1.1. Content Access Service;
 - 7.1.2. Token Sale Service.
- 7.2. The agreement on the use of the Platform and Services is concluded as regards:
- 7.2.1. the Content Access Service – when the User accesses the Platform;
 - 7.2.2. the Token Sale Service – when the User (i) enters his or her email address and other information to registration form; and (ii) accepts these Terms and [Privacy Policy](#) by clicking the appropriate buttons on the Platform's interface (es); and (iii) undergoes the CDD Process; and (iv) fills in the form regarding the purchase of the Tokens and clicks on the "DECLARE CONTRIBUTION" button (or button with equivalent information)..
- 7.3. Continued use of the Platform and/or the Services is considered as a declaration of will to be bound by these Terms and acknowledgement of the [Privacy Policy](#).
- 7.4. The agreement with the User is concluded for the duration of the Service(s).

8. GENERAL RULES OF USE OF THE SERVICES

- 8.1. The User is authorized to use the Platform and/or the Services exclusively for personal use.
- 8.2. The User is obliged to use the Services in accordance with these Terms, the Applicable Law and good market practices, respecting personal rights and intellectual property rights, in particular our rights or rights of the Third Parties. In particular, the User undertakes:
- 8.2.1. not interfere with or disrupt the operation of the Services or ICT Systems;
 - 8.2.2. not impersonate any person or entity, misrepresent information, or otherwise misrepresent your affiliation with a person or entity;
 - 8.2.3. not collect or gather email addresses or other contact details of other Users by email or otherwise for the purpose of sending unsolicited emails or other unsolicited communications;
 - 8.2.4. not advertise or offer to sell or purchase any goods or services for any purpose not expressly permitted by us;
 - 8.2.5. not support, assist, or promote any criminal activity or enterprise;
 - 8.2.6. not access or use the Services to create products or services that compete with the Services;
 - 8.2.7. not modify, reproduce, duplicate, copy, download, store, further transmit, distribute, transfer, disassemble, broadcast, publish, remove or alter any copyright statement or label, or license, sublicense, sell, mirror, design, rent, lease, trademark,

grant a security interest in or to any portion of the property, or create derivative works or otherwise exploit any portion of the property with respect to Content, the Platform or the Services;

- 8.2.8. not use deep linking, indexing robots, bots, spiders or other automated devices, programs, scripts, algorithms or methods, or any similar or equivalent manual process to access, obtain, copy or monitor any element of our intellectual property, or replicate or circumvent the navigational structure or presentation of the Content, the Platform or the Services in any way, to obtain or attempt to obtain any materials, documents or information by any means not intentionally made available through the Services or the Platform in accordance with these Terms.

9. CONTENT ACCESS SERVICE

- 9.1. The Content Access Service consists of enabling the User to access the Content.
- 9.2. To start using the Content Access Service, the User must visit the Platform using the User's web browser.
- 9.3. **THE CONTENT OR OTHER INFORMATION PUBLISHED ON THE PLATFORM IS PROVIDED FOR INFORMATION PURPOSES ONLY AND DOES NOT CONSTITUTE AN OFFER, ADVICE OR RECOMMENDATION TO BUY OR SELL ANY ASSETS OR TO ENGAGE IN ANY TRANSACTION, NOR DOES IT CONSTITUTE ADVICE OF ANY OTHER NATURE, SUCH AS TAX OR LEGAL ADVICE. ALL DECISIONS MADE BY THE USER ARE BASED SOLELY ON THE USER'S OWN ASSESSMENT OF THE USER'S FINANCIAL SITUATION AND OBJECTIVES. THE USER'S DECISIONS ARE USER'S SOLE RESPONSIBILITY.**
- 9.4. The use of the Content Access Service is free of charge.

10. TOKEN SALE LIST SERVICE

- 10.1. The Token Sale Service consists of enabling the Users who are on the Pre-Sale List to the Pre-Sale List to participate in the Token Sale.
- 10.2. To purchase the Tokens the User has to perform the following actions:
 - 10.2.1. have an active email address and active cryptocurrency wallet;
 - 10.2.2. accept the Terms (together with the draft of the SAFT constituting the attachment to the Terms) and the [Privacy Policy](#) by clicking the "LOGIN WITH FRACTAL ID" button";
 - 10.2.3. start the process of KYC by clicking on the "LOGIN WITH FRACTAL ID" button that would lead the User to the website of the external service provider and undergo the CDD Process in accordance with the instructions of the external service provider;
 - 10.2.4. log in to the Platform with Fractal ID and obtain confirmation of a positive result of the CDD Process;
 - 10.2.5. fill in the form by entering information about the amount of cryptocurrency the User is going to pay for the Tokens, i.e. the Contribution (**THIS DECLARATION IS BINDING. THE DATA ENTERED SHALL BE INCLUDED IN THE SAFT. THE USER IS RESPONSIBLE FOR ENTERING INCORRECT OR FALSE DATA. IF THE USER DOES NOT PAY THE DECLARED AMOUNT OF CRYPTOCURRENCY, THE USER SHALL NOT RECEIVE THE NUMBER OF THE TOKENS PRESENTED IN THE FORM**);
 - 10.2.6. click on the "DECLARE CONTRIBUTION" button (or button with equivalent information) (**BEFORE CLICKING THE „DECLARE CONTRIBUTION" BUTTON**

PLEASE ENSURE ALL THE DATA IS CORRECT AND YOU ARE WILLING TO BE BOUND BY THE TERMS AND CONDITIONS STIPULATED IN THE SAFT);

- 10.2.7. make the transfer of the Contribution in the declared amount to the H&H wallet address, i. e. carry out the off-Platform cryptocurrency transaction in line with the instructions displayed on the Platform's interface that include sender's wallet address (User's wallet address), recipient's wallet address, blockchain network and the amount and type of cryptocurrency to be transferred (**PLEASE NOTE THAT LACK OF THE CORRECT TRASNFER OF THE CONTRUBUTION WILL PREVENT THE USER FROM MOVING TO THE NEXT STEP SET UP IN SECTION 10.2.8. BELOW**);
 - 10.2.8. insert the transaction hash into the field displayed on the Platform's interface and click the button "SET TRANSACTION HASH";
 - 10.2.9. accept the draft SAFT by way of making the following declaration: "I have read the draft SAFT set out as attachment to the Terms of Service and I accept it".
 - 10.2.10. accept the Appendix 1 Specification to the SAFT filled with User's data by way of making the following declaration: "I have read the Appendix 1 Specification to the SAFT set out as attachment to the Terms of Service, I confirm that all information contained within is correct and I accept it" – by ticking checkbox next to the declaration;
 - 10.2.11. accept the SAFT by way of making the following declaration: "I hereby enter into SAFT with Heaven&Hell Ltd. which consists of the SAFT set out as attachment to the Terms of Service (template contract) and the personalized Appendix 1 Specification to the SAFT filled in with my data" – by ticking checkbox next to the declaration and clicking the "ENTER INTO SAFT" button.
- 10.3. The form specified in Section 10.2.6 is considered to be submitted at the moment when the user clicks the "DECLARE CONTRIBUTION" button.
- 10.4. The SAFT is considered to be concluded when either:
- 10.4.1. (**STANDARD SAFT CONCLUSION PROCESS**) the User has correctly performed all actions set out in Section 10.2 – at the moment of clicking the "ENTER INTO SAFT" button; for the avoidance of doubt, the User's action of clicking the "ENTER INTO SAFT" button after having correctly performed all actions set out in Section 10.2 shall be construed as User making an offer to H&H under the conditions set out in the SAFT that consists of the SAFT set out as attachment to the Terms of Service (template contract) and the personalized Appendix 1 Specification to the SAFT filled in with User's data. In such case the User shall receive the SAFT, including the personalized Appendix 1 Specification to the SAFT filled in with User's data, to the User's e-mail address provided by the User during the CDD Process. For the avoidance of doubt, such SAFT sent to the User's email shall be construed as confirmation of the acceptance of the User's offer to enter into SAFT by H&H.
 - 10.4.2. (**ALTERNATIVE SAFT CONCLUSION PROCESS**) the User and H&H sign up correctly the SAFT with electronic signature via the service provider website off-Platform, when, under H&H sole discretion, such alternative SAFT conclusion process is made available to a chosen User – at the moment when both parties have signed the SAFT; in case this alternative SAFT conclusion process is used, Sections 10.2.9–10.2.11 do not apply. For the avoidance of doubt, H&H is considered to be bound by the terms and conditions of the SAFT after the SAFT is concluded by both parties when this this alternative SAFT conclusion process is used.

- 10.5. The User is obligated to submit true and correct data within the sign-up form specified in Section 10.2.5, and during the CDD Process specified in Section 10.2.3, as well as to keep this data current, accurate, and updated.
- 10.6. The User may participate in the Token Sale only once.
- 10.7. The use of the Token Sale Service is free of charge.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. We grant to the User a non-exclusive, non-transferable, royalty-free, copyright license, without the right to sub-license, to use the Platform in accordance with these Terms.
- 11.2. The Content, which includes graphical elements, is protected by copyright, trademark protection rights (or priority rights to register trademarks), and other intellectual property. We do not assign any copyrights or provide any licenses to use the Content outside of the license set out in this Section 11. INTELLECTUAL PROPERTY RIGHTS. Any use of the Content outside of the scope of the license, may constitute a breach of our intellectual property rights.
- 11.3. The User recognizes and accepts that the Platform may include content or characteristics that are safeguarded by copyright, patent, trademark, trade secret, or other exclusive rights and laws. The User may not modify, copy, frame, scrape, rent, lease, loan, publish, sell, distribute, remove any proprietary notices or labels, or develop derivative works based on the Platform, the Services, in whole or in part, except as explicitly authorized by us.
- 11.4. When using the Platform, the Services, or any of their components or features made available to the User, the User may not engage in or utilize any data mining, robots, scraping, or similar data gathering or extraction methods. Any utilization of the Platform or the Services other than as specifically authorized herein is entirely prohibited. The technology and software underlying the Platform or disseminated in connection with it are the property of us and/or our partners. The User agrees not to copy, modify, create a derivative work of, reverse engineer, reverse assemble, or attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in connection with the Platform or Services.

12. THIRD PARTY SERVICES

- 12.1. The Platform may contain hyperlinks to external services or Platforms of Third Parties or registration forms for Third Parties Services (e.g. CDD Process, electronic signature app). These Terms do not apply to such Third-Party Services or Platforms unless expressly stated otherwise. If the User uses them, he/she does so at his/her own risk and subject to the relevant terms of services and privacy policy of such Third Parties. We recommend that each User reads their terms of service and privacy policies for further information before accessing or using Third Party Services or Platforms. We are not responsible for any Third-Party Services accessed via a hyperlink from the Platform or the User's e-mail, including for their accuracy and/or completeness.

13. PRIVACY AND PERSONAL DATA PROTECTION

- 13.1. We use your personal data in accordance with Applicable Law, including the GDPR. Information on processing of the User's personal data and information on cookies can be found in the [Privacy Policy](#).

14. COMPLAINTS

- 14.1. We will exercise due diligence to ensure that the Services and the Platform operate at an appropriate level.
- 14.2. The User has the right to report objections and errors in the functioning of the Services and the Platform by contacting us by email at: hello@transraad.io.
- 14.3. The User should state in the complaint:
 - 14.3.1. the contact details required to send a reply to the complaint or claim;
 - 14.3.2. a detailed description of the event giving rise to the complaint;
 - 14.3.3. demands of the User making the complaint.
- 14.4. We may ask the User to provide additional information to the extent necessary to provide a complete response.
- 14.5. Complaints and notifications will be dealt with immediately, no later than within 14 days. Failure to provide or incomplete provision of the information specified in Section 14.3 may make it difficult or impossible to respond to the complaint.
- 14.6. A complaint may be submitted anonymously if providing the User's personal data is not necessary for processing the complaint.
- 14.7. We will send the User a response to the complaint to the email address from which the complaint was sent unless the User has indicated that he/she wishes to receive a response to a different email address.

15. LIABILITY

- 15.1. Subject to the mandatory provisions of the Applicable Law and other provisions of these Terms, our total liability on any basis (i.e. contractual, tort) for damages caused by us to the User who is not a Consumer in any calendar year of these Terms shall be limited to an amount equal to 100 EUR (liability limitation).
- 15.2. H&H is not responsible for lost profits.

16. AMENDMENTS TO THE TERMS

- 16.1. We reserve the right to amend these Terms for important reasons, i.e.:
 - 16.1.1. in the event of a change in legislation, the need to adapt these Terms to the Applicable Law directly affecting these Terms and resulting in the need to modify them to comply with the Applicable Law;
 - 16.1.2. the need to adapt these Terms to recommendations, orders, rulings, provisions, interpretations, guidelines, or decisions of authorized public authorities;
 - 16.1.3. extending or changing the functionality of the Platform, including the introduction of new services provided electronically or changing the existing functionality of the Platform;
 - 16.1.4. changing the technical conditions for the provision of the Services;
 - 16.1.5. the need to rectify any ambiguities, errors or clerical mistakes that may have occurred in these Terms;
 - 16.1.6. changing the contact details, names, identification numbers, electronic addresses or links provided in these Terms;
 - 16.1.7. to prevent abuse or for security reasons, including to enable the Services to be used in a legally compliant manner;
 - 16.1.8. improving the quality of service.

- 16.2. If the User is a Consumer, we will inform the User of the planned change to these Terms by publication on the Platform, or by email that the User has provided when using the Services. In such case we will provide the User who is a Consumer with:
 - 16.2.1. the content of the planned change to these Terms;
 - 16.2.2. the effective date of the change no less than 7 days prior to such change;
 - 16.2.3. the consolidated text of the amended Terms.
- 16.3. If the User does not agree to the proposed changes of these Terms, the User is entitled to terminate Agreement under these Terms, effective on the day immediately preceding the date of the proposed amendment. The User must inform us of the User's decision by sending an email to the following email address: hello@transraad.io. Continued use of the Platform or the Services means that the User agrees to be bound by the current version of the Terms.

17. DISPUTES

- 17.1. If any disputes arise in the future concerning these Terms, they will be settled by a court of competent jurisdiction, subject to Sections 17.2 – 17.3 below.
- 17.2. If a dispute, claim or any matter arises in connection with these Terms, the User may contact DRVRS in accordance with Section 2. CONTACT.
- 17.3. The User is entitled to make use of out-of-court complaint and redress procedures. For this purpose, the User who is a Consumer may, in particular, seek assistance from consumer organizations and municipal or district consumer ombudsmen. The User can use the *Online Dispute Resolution* (ODR) platform available at: <http://ec.europa.eu/consumers/odr/>.

18. APPLICABLE LAW

- 18.1. These Terms will be governed by the law of BVI subject to Section 18.2 below. In matters not regulated by these Terms, the relevant provisions of the Applicable Law shall apply.
- 18.2. For the avoidance of doubt, these Terms shall not limit any rights the Users may have as a Consumer that cannot be excluded or limited under Applicable Law. In the event that User as a Consumer has such rights which cannot be limited, the provisions of the Applicable Law shall apply.

19. FINAL PROVISIONS

- 19.1. In matters not regulated by these Terms, the relevant provisions of the Applicable Law shall apply.
- 19.2. If any provision of these Terms is declared invalid or ineffective in whole or in part by a court of law or another competent authority, or if the invalidity or ineffectiveness of any provision of these Terms results from binding legal provisions, or if any provisions prove impossible to implement in whole or in part, the remaining provisions of these Terms shall remain in full force and effect.
- 19.3. All warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are excluded from these Terms to the fullest extent permitted by the Applicable Law.
- 19.4. Disputes arising from the Terms, which could not be resolved between the Users and the Company, will be settled by the competent court.

20. DEFINITIONS

- 20.1. All capitalized terms in the Terms and annexes thereto shall have the following meanings:

- 20.1.1. **AML** – anti-money laundering.
- 20.1.2. **AML/CFT Law** – applicable anti-money laundering and countering the financing of terrorism law(s).
- 20.1.3. **Applicable Law** – any and all applicable laws, statutes, ordinances, orders, regulatory requirements, rules and regulations and other similar legal instruments, whether state, EU, federal or local, in force at any time in relation to the User or us in connection with the use of the Platform and/or the Services.
- 20.1.4. **CDD Measures** – customer due diligence measures of the Company that include Know Your Customer measures, Know Your Business measures, and Know Your Transactions measures.
- 20.1.5. **CDD Process** – process of applying CDD Measures carried out by the Company, either directly by means of third-party services, to identify and verify the identity of the Users and obtain the relevant information required under the AML/CFT Law (if applicable).
- 20.1.6. **Consumer** – any natural person making a legal transaction with us who is not directly related to its professional or business activity.
- 20.1.7. **Content** – any content, comments, remarks, data, information, text, photos, images, digital or other material displayed by us or made available by us by any other means on or through the Platform in connection with Services.
- 20.1.8. **Content Access Service** – the service provided to the User under these Terms, described in particular in Section 9. CONTENT ACCESS SERVICE.
- 20.1.9. **Contribution** – the price for the Tokens indicated in amount of cryptocurrency the User is obliged to transfer to H&H to purchase the Tokens.
- 20.1.10. **Crypto-Assets** – digital representation of a value or of a right that is able to be transferred and stored electronically using distributed ledger technology.
- 20.1.11. **GDPR** – General Data Protection Regulation 2016/679.
- 20.1.12. **H&H** – **Heaven&Hell Ltd.**, address: QUIJANO & ASSOCIATES (BVI) LIMITED, Quijano Chambers, P.O. Box 3159, Road Town, Tortola, British Virgin Islands, registered under number 2148381; the company that owns the Platform and mints the Tokens.
- 20.1.13. **ICT system** – a set of interoperable computing devices and software providing for the processing and storage of data as well as the sending and receiving of data over telecommunications networks, including all computers, communications, electronic, data processing or cloud systems used by us or the User in relation to the use and/or provision of the Services.
- 20.1.14. **Prohibited Jurisdiction** – any country, state, territory, or other jurisdictional unit in which it is prohibited or restricted to conduct activities involving Crypto-Assets under Applicable Law or applicable national, international or other sanctions.
- 20.1.15. **SAFT** – Simple Agreement for Future Tokens.
- 20.1.16. **Services** – the services provided by us to the User through the Platform, i.e.: (i) the Content Access Service, (ii) the Token Sale Service.
- 20.1.17. **Terms** – these Terms of Service of the SIN Token Pre-Sale Platform.
- 20.1.18. **Third Party** – an entity other than you or us that provides the Third-Party Services.
- 20.1.19. **Third Party Service** – services or solutions provided by a Third Party that are linked to on the Platform.
- 20.1.20. **Token** – the SIN token.

- 20.1.21. **Token Sale Service** – the service provided to the User under these Terms, described in particular in Section 10. TOKEN SALE SERVICE.
- 20.1.22. **User** ("you", "your" etc.) – a natural or legal person using the Platform and/or the Services.
- 20.1.23. **Platform** – the online platform operated by us through which the Services are provided, available at: [link](#)

21. ATTACHMENTS

- 21.1. Attachment 1: The draft of the SAFT.

Attachment 1 to TERMS OF SERVICE OF THE H&H TOKEN PLATFORM

SIMPLE AGREEMENT FOR FUTURE UTILITY TOKEN SALE

relating to the private sale of

Utility Tokens

between

Heaven&Hell Ltd.

and

Early Contributor

THIS AGREEMENT DOES NOT CONSTITUTE OR FORM PART OF ANY OFFER OR INVITATION TO SELL OR ISSUE, OR ANY SOLICITATION OF ANY OFFER TO ACQUIRE THE UTILITY TOKENS OFFERED BY ANY PERSON IN ANY JURISDICTION IN WHICH SUCH AN OFFER OR SOLICITATION IS UNLAWFUL, IN PARTICULAR, BUT NOT LIMITED TO THE UNITED STATES OF AMERICA, CANADA, JAPAN, SOUTH AFRICA, BRAZIL. THE AGREEMENT HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE RELEVANT LAWS OF ANY STATE. UTILITY TOKENS WILL NOT BE SOLD, TRANSFERRED OR DELIVERED, DIRECTLY OR INDIRECTLY, WITHIN ANY JURISDICTION, EXCEPT PURSUANT TO AN APPLICABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE RELEVANT JURISDICTION. DISTRIBUTION OF COPIES OF THE AGREEMENT OR ANY RELATED DOCUMENTS ARE NOT ALLOWED IN THOSE COUNTRIES WHERE SUCH DISTRIBUTION, PURCHASE OR OWNERSHIP REQUIRES ANY EXTRA MEASURES OR IS IN CONFLICT WITH THE LAWS AND REGULATIONS OF THESE COUNTRIES. PERSONS WHO RECEIVE THIS AGREEMENT OR ANY RELATED DOCUMENT SHOULD INFORM THEMSELVES ABOUT ANY RESTRICTIONS AND LIMITATIONS ON DISTRIBUTION OF THE INFORMATION CONTAINED IN HEREIN AND OBSERVE ANY SUCH RESTRICTIONS. ANY FAILURE TO COMPLY WITH THESE RESTRICTIONS MAY CONSTITUTE A VIOLATION OF THE SECURITIES LAWS OF THESE COUNTRIES. IN PARTICULAR, SUCH DOCUMENTS SHOULD NOT BE DISTRIBUTED, FORWARDED TO OR TRANSMITTED IN OR INTO THE ANY JURISDICTION, WHERE SUCH OFFER CAN BE DEEMED AN OFFER OF SECURITIES. THE COMPANY IS NOT LIABLE IN CASES WHERE PERSONS OR ENTITIES TAKE MEASURES THAT ARE IN CONTRADICTION WITH THE RESTRICTIONS MENTIONED IN THIS PARAGRAPH.

NOTICE TO RESIDENTS OF THE USA

THE UTILITY TOKENS HAVE NOT BEEN APPROVED OR DISAPPROVED BY ANY UNITED STATES' REGULATORY AUTHORITY. THE UTILITY TOKENS WILL NOT BE, AND ARE NOT REQUIRED TO BE, REGISTERED WITH THE SEC UNDER THE US SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES ACT) OR ON A UNITED STATES SECURITIES EXCHANGE. THE COMPANY DOES NOT INTEND TO TAKE ANY ACTION TO FACILITATE A MARKET FOR THE UTILITY TOKENS IN THE UNITED STATES. THE UTILITY TOKENS MAY NOT BE OFFERED, SOLD, RESOLD, TRANSFERRED OR DELIVERED, DIRECTLY OR INDIRECTLY, WITHIN THE UNITED STATES EXCEPT PURSUANT TO AN APPLICABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN COMPLIANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES.

NOTICE TO RESIDENTS OF CANADA

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT THE ISSUER BECOMES A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.

NOTICE TO RESIDENTS OF CHINA

THE RIGHTS ARE NOT BEING OFFERED OR SOLD AND MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, WITHIN THE PEOPLE'S REPUBLIC OF CHINA (FOR SUCH PURPOSES, NOT INCLUDING THE HONG KONG AND MACAU SPECIAL ADMINISTRATIVE REGIONS OR TAIWAN), EXCEPT AS PERMITTED BY THE SECURITIES AND OTHER LAWS AND REGULATIONS OF THE PEOPLE'S REPUBLIC OF CHINA

NOTICE TO RESIDENTS OF THE UNITED KINGDOM

IN THE UNITED KINGDOM THIS DOCUMENT IS BEING DISTRIBUTED ONLY TO, AND IS DIRECTED ONLY AT (AND ANY INVESTMENT ACTIVITY TO WHICH IT RELATES WILL BE ENGAGED ONLY WITH): (i) INVESTMENT PROFESSIONALS (WITHIN THE MEANING OF ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 AS AMENDED (THE "FPO")); (ii) PERSONS OR ENTITIES OF A KIND DESCRIBED IN ARTICLE 49 OF THE FPO; (iii) CERTIFIED SOPHISTICATED INVESTORS (WITHIN THE MEANING OF ARTICLE 50(1) OF THE FPO); AND (iv) OTHER PERSONS TO WHOM IT MAY OTHERWISE LAWFULLY BE COMMUNICATED (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS "RELEVANT PERSONS").

THIS DOCUMENT HAS NOT BEEN APPROVED BY AN AUTHORISED PERSON. ANY INVESTMENT TO WHICH THIS DOCUMENT RELATES IS AVAILABLE ONLY TO (AND ANY INVESTMENT ACTIVITY TO WHICH IT RELATES WILL BE ENGAGED ONLY WITH) RELEVANT PERSONS. THIS DOCUMENT IS DIRECTED ONLY AT RELEVANT PERSONS AND PERSONS WHO ARE NOT RELEVANT PERSONS SHOULD NOT TAKE ANY ACTION BASED UPON THIS DOCUMENT AND SHOULD NOT RELY ON IT. IT IS A CONDITION OF YOU RECEIVING AND RETAINING THIS DOCUMENT THAT YOU WARRANT TO THE COMPANY, ITS DIRECTORS, AND ITS OFFICERS THAT YOU ARE A RELEVANT PERSON.

This **SIMPLE AGREEMENT FOR FUTURE UTILITY TOKEN SALE** (hereinafter "**Agreement, SAFT**")

has been entered into on date as specified in Appendix 1 (hereinafter "**Signing Date**")

between:

Heaven&Hell Ltd., address: QUIJANO & ASSOCIATES (BVI) LIMITED, Quijano Chambers, P.O. Box 3159, Road Town, Tortola, British Virgin Islands, registered under number 2148381 (hereinafter "**Company**"),

represented by **V&V Foundation**, with address at Governors Square, #5-204, 23 Lime Tree Bay Avenue, P.O. Box 477, Grand Cayman, KY1-1108, Cayman Islands

which Sole Director is **Otonom Ltd.**,

and

Early Contributor as specified in Appendix 1 (hereinafter "**Early Contributor**" or "**Early Contributors**"),

(the Early Contributor and the Company hereinafter also individually "**Party**" and collectively "**Parties**"),

WHEREAS:

- A. *The Company is considering implementation of smart contracts to use Utility Tokens minted by the Company on a platform (hereinafter "**Platform**") being a combination of RPG game and a social platform, that are planned to serve as the native currency within its ecosystem (hereinafter "**Project**") and incentivize its community, TRANSRAAD DAO (hereinafter "**Company Services**");*
- B. *For the development of and in order to achieve the purposes of the Company the Company is conducting fundraising, during which accepted individuals and legal entities will be able to make a financial contribution to the Company. In return for these contributions, the Company will generate and distribute a defined number of Utility Tokens, that are essential for the Platform to operate,*
- C. *The Early Contributor has been informed by the Company that there may be a third party (hereinafter "**Assignee**") involved in the Project, who will take over all matters related to the development of the Project, in particular issuance of the Utility Tokens. Therefore, whenever the Agreement mentions the Company, after the assignment, it should be read as Assignee,*
- D. *In case the Assignee becomes responsible for the Project development, the Company shall act as a trustee of the Early Contributor (hereinafter "**Trustee**") and therefore shall transfer all of the Company's rights and obligations under this SAFT for the benefit of the Assignee. The Company being the Early Contributor's Trustee shall be treated as an intermediary between the Early Contributor and the Assignee that shall ensure the Early Contributor a full acquisition of the allocated to him number of Utility Tokens.*
- E. *The Parties agree that this SAFT shall be treated as a fully enforceable and legally binding authorization for the Company to act as the Early Contributor's Trusty, accordingly to this SAFT and no further*

authorization will be required,

- F. *The Company declares that the Assignee will possess suitable qualifications, authorizations, experience, and necessary knowledge as well as sufficient backend facilities and financial capabilities to the proper execution of the SAFT,*
- G. *For the sake of clarity, the Company declares that in accordance with the SAFT, acting as a Trustee will not use the Early Contributor funds for its own benefit, and that the Early Contributor will be the ultimate Early Contributor of the Utility Tokens allocated to his in accordance to this SAFT,*
- H. *The Early Contributor has been also informed and accepts that a part of the funds to be transferred by him on the basis of this SAFT in exchange for the Utility Tokens, may also be distributed by the Company (acting as the Company or as the Trustee), or by the Assignee as a support or donation, to a non profit association or foundation supporting various activities and initiatives in the field of Web3, including TRANSRAAD DAO,*
- I. *The Early Contributor hereby undertakes to always perform for the benefit of the Project, acting in good faith and with due diligence, considering the common interest of all Utility Token holders as well as the prosperity of the Project. By the foregoing it is specifically understood, that the Early Contributor shall refrain from taking any direct or indirect actions, that could jeopardize the main objectives of the Project, including those that could compromise the Project's tokenomics. In particular, the Early Contributor declares that the Early Contributor will not undertake any activity leading to a decrease in the market value of the Utility Tokens, which shall be considered as an act against all Utility Token holders, inconsistent with rules of social conduct, resulting in the possibility of immediate termination of the Agreement by the Company or the Assignee,*

The Parties have agreed that the Early Contributor shall purchase Utility Tokens under the conditions provided in this Agreement:

1. DEFINITIONS AND INTERPRETATION

“Affiliates”	means any entity or natural person that controls, is controlled by or is under control of the Company in the terms of directly or indirectly executing the power to direct or cause the direction of the management and policies of such entity or natural person whether through ownership of voting securities or other interests, by contract or otherwise.
“Articles of Company”	means the Articles of the Company, to be delivered to Early Contributor upon request.
“Assignee”	as defined in Recitals of the Agreement.
“Company Services”	as defined in Recitals of the Agreement.
“Contribution”	means number of United States Dollars or its equivalent in another fiat- or cryptocurrency as agreed separately between the Parties as specified in Appendix 1.
“Deadline Date”	shall mean December 31, 2024 – which is the deadline for carrying out the TGE and vesting the Utility Tokens to the Early Contributor.

- “Dissolution Event”** means (i) a voluntary termination of operations of the Company, (ii) a general assignment for the benefit of the Company’s creditors or (iii) any other liquidation, dissolution or winding up of the Company, whether voluntary or involuntary.
 - “Platform”** as defined in Recitals of the Agreement.
 - “Project”** as defined in Recitals of the Agreement.
 - “Related Parties”** means the Directors of the Board of the Company, its Founders, Members or Affiliates.
 - “Returned Contribution”** as defined in par. 4 of the Agreement.
 - “TGE Launch Date”** means the date of the Company’s first Utility TGE.
 - “TRANSRAAD DAO”** a decentralized autonomous organization led by web3 community members according to rules established by DAO itself, the community gathered around the Project.
 - “Trustee”** as defined in Recitals of the Agreement.
 - “Utility Token”** means the cryptographic utility token issued by the Company, excluding Tokens that the Company uses solely for testing and experimental purposes.
- i.
- ii. **“Utility TGE”** means the Company’s offer and sale of immediately deliverable Utility Tokens to persons other than persons who control, are controlled by, or are under common control with the Company.

2. THE PURCHASE AND DELIVERY OF UTILITY TOKENS

- iii.
- a. The Early Contributor shall pay to the Company a Contribution, in return of which the Early Contributor shall receive a number of the Utility Tokens as specified in Appendix 1 (**“Number of Purchased Utility Tokens”**).
 - b. The Contribution shall be paid in advance in one instalment in the currency as agreed separately between the Parties.
 - c. The Contribution payment shall be made in a form of an advance payment before conclusion of this Agreement.
 - d. If the TGE is prior to the expiration or termination of the Agreement, the Utility Tokens will be distributed to the Early Contributor on TGE Launch Date, which shall occur within 6 months from the conclusion of the Agreement, but not later than up to the Deadline Date.
 - e. Upon their issuance, the Utility Tokens shall be sent to the wallet of the Early Contributor. For this

purpose, the Early Contributor shall provide to the Company a network address, and the Company shall deliver, or cause to be delivered, the Utility Tokens to such network address. The Early Contributor hereby understands he/she shall not be able to change the indicated network address by any means.

- f. The Company shall ensure that the maximum supply of Utility Tokens will be defined in the smart contract through which the Utility Tokens are generated, restricting the Company from minting any additional Utility Tokens beyond the maximum amount indicated above.
- g. The Company shall use the Contribution exclusively for (i) accomplishing the goals and purposes of the Company, (ii) the development of the Company Services, (iii) promotion and marketing of the Company's Services and Utility Token, and (iv) expenses related to administration of the Company including accounting, legal, office, regulatory compliance on the side of the Company, (v) other costs indispensable for the development of the Project.
- h. All costs incurred by the Early Contributor relating to the payment of the Contribution or delivery of the Utility Tokens to the Early Contributors or their legal successors, such as but not limited to setting up a wallet or gas fees or bank related costs shall be borne by the Early Contributor.
- i. The Company indicates that it decided to carry out the KYC procedure and other AML processes. This may require updating the same from time to time; the Early Contributors agree to reasonably cooperate with the Company in this regard. Upon request of the Company, the Early Contributor will execute and deliver to the Company any and all other transaction documents related to this SAFT, including verification of accredited investor status or non-U.S. person status under the applicable securities laws or fulfilling any AML/KYC requirements.
- j. Without prejudice to section 10 neither the Company nor the Related Parties shall be liable for any circumstances related to delivery (impossibility of delivery, late delivery) of Utility Tokens which are due to any legal and/or regulatory requirements as well as any other actions or omissions not caused by the Company or Related Parties. Any liability is limited to direct intent.
- k. Until the Utility TGE, the Company shall not offer, directly or indirectly, to any other Early Contributor terms that would be more favorable in any respect than those offered to the Early Contributor in connection with the transaction contemplated herein, unless the Early Contributor has been offered such terms. Should the Company offer prior to the Utility TGE, directly or indirectly, Utility Tokens to any Early Contributor for a price lower than the price per Utility Token paid by the Early Contributor, such Early Contributor shall – upon his request to the Company - be issued such number of additional Utility Tokens, which will result in price per each single Utility Token issued to that Early Contributor equaling the average price per each single Utility Token issued to the new Early Contributor.

3. UTILITY TOKENS VESTING

The Parties hereby acknowledge and agree that the Utility Tokens received in return for the Contribution will be gradually (*pro-rata*) released over a period of 5 (five) months, starting from the first day following TGE on a daily basis with 20% unlock at TGE.

4. REFUND OF CONTRIBUTION

If there is a Dissolution Event prior to the expiration or termination of the Agreement, the Company shall refund immediately prior to, or concurrent with, the consummation of the Dissolution Event, to the Early Contributor an amount equivalent to the Contribution expressed in the currency or cryptocurrency in which the Contribution has been paid, corresponding to the rate applicable at the date of payment of the Contribution, unless otherwise agreed by the Parties (the “**Returned Contribution**”).

The Early Contributor hereby agrees and declares, that the Early Contributor is aware, that as a consequence of occurring the Dissolution Event, the refund of the Contribution may not include funds already distributed for the purpose of performance of this Agreement, which the Company has used in good faith and with reasonable diligence and the Early Contributor hereby represents that the Early Contributor will have no claim against the Company in this regard.

The Company shall not be responsible for any change in the value of the cryptocurrency in relation to currency as well as for an exchange rate risk or a currency risk.

The Company will withhold from the payment of any Returned Contribution an amount equal to any income taxes owed by the Company on its receipt of the Contribution. Early Contributor will be responsible for the payment of its own taxes with respect to any Returned Contribution.

5. TERMINATION

This Agreement will expire and terminate upon the earlier of (i) the issuance of Utility Tokens to the Early Contributor pursuant to par. 2 of the Agreement); (ii) refunding of the Contribution to the Early Contributor pursuant to par. 4 of the Agreement; (iii) the expiry of the Deadline Date; provided that, the Company shall have the right to extend the Deadline Date as referred to below.

The Company may terminate this Agreement with immediate effect due to the Early Contributor's gross violation of the provisions of this Agreement and/or the rules of social conduct, which shall be understood as the commission of acts or omissions by the Early Contributor, that directly or indirectly expose or could cause damage to the Project, including damage that results in a decrease in the value of Utility Tokens as well as reputational damage to the Project or that harms the interests of the community gathered around the Project, including in particular: (i) actions resulting in decrease of the market value of the Utility Tokens, (ii) publishing content defamatory of the Project (iii) making transactions involving Utility Tokens aimed at lowering their market value, (iv) sharing confidential information on the Project and Utility Tokens with unauthorized entities and (V) undertaking any other action that may harm the Project, Utility Tokens or TRANSRAAD DAO.

In the event that the situation described above occurs, the Company shall account for with the Early Contributor in one of the following ways:

- i. in the event that the vesting process described above has not yet started, the Company shall return to Early Contributor the entire Contribution contributed pursuant to this Agreement and no Utility Tokens shall be issued to the Early Contributor. The Contribution shall be returned to the wallet address specified by Early Contributor in this Agreement or as otherwise agreed by the Parties, within 30 days from the date of delivery of the notice of termination of this Agreement to the Early Contributor

- ii. in the event that the vesting process described above has started – the Company will return to the Early Contributor the Contribution reduced by the value of the Utility Tokens, that have already been issued to the Early Contributor, provided that the value of the Utility Tokens will be calculated based on their value as of the date of their purchase. The Contribution shall be returned to the wallet address specified by Early Contributor in this Agreement or as otherwise agreed by the Parties, within 30 days from the date of delivery of the notice of termination of this Agreement to the Early Contributor;
- iii. in any other manner agreed upon by the Parties.

[Expiry of the Deadline Date]

The Parties hereby agree that the Company has the one-time right to extend the Deadline Date in its sole discretion by up to 183 days, of which the Company should inform the Early Contributor immediately upon deciding to exercise such right, unless otherwise agreed by the Parties.

Notwithstanding the above, the Parties hereby agree that due to the nature of blockchain technology, including external factors that may affect the interests of both Parties, considering that such circumstances could not have been foreseen by either Party at the time of entering into this Agreement, the Deadline Date may be entirely changed and separately agreed upon by the Parties in accordance with current market conditions and development works, upon written request of the Party.

If the TGE has not taken place before the expiration of the Deadline Date, according to the terms set forth in this Agreement, the Company shall make refunds in accordance with the principles set out in par.4 above.

[Inability to Vest Utility Tokens]

In the event of inability to vest Utility Tokens for reasons attributable to the Early Contributor, specifically understood as:

- iv. failure to meet the Early Contributor's obligations under this Agreement.,
- v. suspicion that funds paid in as the Contribution are derived from a criminal act,
- vi. suspected money laundering or terrorism financing,

the Company reserves the right to account for with the Early Contributor by refunding the Contribution to the Early Contributor under the terms set out in par.4 above, applied accordingly and the Company reserves the right to withhold vesting Utility Tokens or to take any other action justified by the circumstances.

6. UTILITY OF UTILITY TOKENS

- a. For the avoidance of doubts the Utility Tokens:
 - i. can be exclusively used for access and use of the infrastructure developed and the Company Services,
 - ii. may incorporate other functionalities as introduced by the Company in due course, however, they shall not lose their utility function, and
 - iii. do not represent or confer any other rights (expressed or implied) than the right to interact with other users through the ecosystem to be created by Company; in particular, they do not represent any ownership right or stake, share or security or equivalent rights, or any rights to receive any future shares or revenue shares or profit, intellectual property rights or any other form of participation in or relating to Company or to its Related Parties.

- b. For the avoidance of doubts, Early Contributor understands and accepts that Utility Tokens do not represent or constitute any right to revenue from the sale of the Utility Tokens or Shares by the Company or any of its shareholders.

7. COMPANY SERVICES

- a. The Company shall provide its Services continuously and diligently and it is obliged to continue the provision of the Company Services also after the ecosystem reaches a functional state. The Parties hereby acknowledge that the specific modules and functionalities incorporated into the Company Services will be subject to technical factors, market trends, competition, business rationale and many unforeseeable circumstances, meaning that the actual scope of the Company's Services and functionalities provided by the Company may change and develop over time.
- b. The Early Contributors expressly confirm that they shall not have any right or claims towards the Company and/or Related Parties other than those specified in this Agreement. It means that the Early Contributors' rights are expressly limited to issuance and delivery of Utility Tokens and the use of the Company Services connected with the Utility Tokens. Early Contributors expressly confirm that they shall have no rights or claims for any kind of profit which the Company might generate including in the case of a voluntary termination of operations of the Company or any other liquidation, dissolution or winding up of the Company, whether voluntary or involuntary. The Early Contributors expressly confirm and acknowledge that neither the conclusion of this Agreement nor the future purchase of the Utility Tokens creates a membership in the Company or claims towards membership or towards any actions or voting rights in the Company.

8. CONFIDENTIALITY

- a. Each Party undertakes to keep confidential and not to use or disclose to any third party or to enable or cause any person to become aware of any Confidential Information (as defined below) of the other Party, excluding (a) any information which is in the public domain (otherwise than through the breach of this undertaking by any Party) or (b) which such Party is required to disclose by law. If required by law, the disclosing Party shall exercise its best efforts to notify and coordinate the disclosure with the other Parties.
- b. The **Confidential Information** shall include any information marked or stated as "Confidential" which the other Party has an apparent or reasonably identifiable interest in keeping from third parties, including, but not limited to:
 - i. source codes, software, algorithms, computer processing systems and techniques, info technological solutions, services developments, statistics, inventions, processes, hardware configuration information, creative designs and concepts, web designs, compiler data, composition process;
 - ii. a business strategy, finances, accounting or other business information, price quotes, fees, preliminary concepts, sales and/or marketing data, plans or proposals, research and development plans, branding strategies (either generally or with respect to specific cooperation partners,

- customers and accounts), financial, operational and human resource;
 - iii. trade secrets and know-how, product plans, product and/or services specifications, market surveys, negotiations, created products and/or services and products and/or services that are under development or are planned for development;
 - iv. contacts and other details of the cooperation partners and customers and the conditions of the cooperation with the cooperation partners and customers and documents reflecting the activities of the cooperation partners and customers; and
 - v. any other information connected with the Company which is deemed to be of confidential nature.
- c. For the avoidance of doubt, the Company may make reasonable disclosures in the course of its marketing, sales and other activities in the ordinary course of business. To that end, Early Contributor agrees that the Company may upon reasonable notice to the Early Contributors publicly disclose the fact that it has entered into this Agreement and that Early Contributor is acquiring Utility Tokens, but without stating the number of Utility Tokens acquired or the price thereof or the specific name of the fund.
- d. The confidentiality obligation established herein shall apply to a Party indefinitely, surviving the termination of this Agreement and/or end of any and all business relations between the Parties.

9. REPRESENTATIONS AND WARRANTIES

- a. Each Party hereby represents and warrants to each other Party that:
- i. in case of a Party being legal entity, such Party is duly organized and validly existing under the laws of its country of incorporation; no actions for the dissolution, merger, division or transformation of such Party have been taken, no interim trustee has been appointed, no bankruptcy or reorganisation proceedings have been commenced and no bankruptcy petitions have been submitted with respect to the Party;
 - ii. the Party has full authority and power to enter into this Agreement and perform its obligations hereunder; and
 - iii. the entry into and performance of this Agreement and the consummation of the transactions contemplated herein will not result in a breach of (i), in case of a Party is a legal entity, the articles of Company or any other constitutional documents of such Party; (ii) any judgement, decree or order of any court or any administrative act of any public body or (iii) any agreement or other undertaking binding on such Party.
- b. The Early Contributor confirms to understand and to accept the risk factors associated with the signing and performance of this Agreement, and in particular, the risk factors highlighted in Appendix 2 to this Agreement.
- c. The Early Contributor has been advised that this Agreement could in certain jurisdictions qualify as a security and that the offers and sales of this Agreement have not been, and will not be, registered under any jurisdiction's securities or similar laws and, therefore, cannot be resold except in compliance with the applicable jurisdiction's laws. The Early Contributor is purchasing this Agreement for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Early Contributor has no present intention of selling, granting any participation in, or otherwise distributing the same.

- d. The Early Contributor has such knowledge and experience in financial and business matters that the Early Contributor is capable of evaluating the risks and merits of such investment, is able to incur a complete loss of such investment without impairing the Early Contributor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.
- e. The Early Contributor does not refer to any advice or recommendations (written or oral) of the Company. The Early Contributor concludes the Agreement on the basis of its own judgment and upon the advice of such professional advisers whom it considers necessary to consult with.
- f. The Early Contributor hereby warrants that the Early Contributor is an "accredited investor" as such term is defined in Rule 501 of Regulation D under the United States Securities Act of 1933, as amended or as such similar term is defined in the Securities Laws of the jurisdiction of the Early Contributor or the Early Contributor falls under another purchaser exception to Securities Laws applicable in the jurisdiction of the Early Contributor.
- g. The Early Contributor hereby warrants that the offer and sale of this SAFT to the Early Contributor was made in an offshore transaction (as defined in Rule 902(h) of Regulation S of U.S. legislation), no directed selling efforts (as defined in Rule 902 of Regulation S of U.S. legislation) were made in the United States to the Early Contributor, the Early Contributor is not entering into this SAFT for the account or benefit of any U.S. Person, and the Early Contributor's entrance into this SAFT is not part of a plan or scheme to evade the requirements of the U.S. Securities Act.
- h. The Early Contributor is aware that the conclusion of the Agreement and the purchase of Utility Tokens on the grounds of the Agreement may give rise to tax obligations or other public law obligations in some jurisdictions. The Early Contributor itself is obliged to verify the existence of such obligations and the manner of its payment to a competent authority. The Company does not render tax advisory services.
- i. The Early Contributor understands that the Early Contributor bears sole responsibility for any taxes as a result of the matters and transactions that are the subject of the SAFT, and any future acquisition, ownership, use, sale or other disposition of Utility Tokens held by the Early Contributor. To the extent permitted by law, the Early Contributor agrees to indemnify, defend and hold the Company harmless for any claim, liability, assessment or penalty with respect to any taxes associated with or arising from the Early Contributor's purchase of Utility Tokens hereunder, or the use or ownership of Utility Tokens.

10. LIMITATION OF LIABILITY

- a. The Utility Tokens are sold on an "as is" and "as available" basis.
- b. Although any kind of liability of the Company and of the Related Parties for all stipulations included in this Agreement, shall clearly be excluded, in case a competent court finds that a claim is admissible, the liability for breach of the contract (in case of lack of the delivery or delivery of inadequate Utility Tokens by the Company) is limited to the Early Contributor's Contribution less any costs and expenses incurred by the Company prior to such date, irrespectively of the later value of the Utility Token at any stage. Late delivery is not considered to be a breach of contract. Neither the Company nor the Related Parties are obliged to compensate the Early Contributor for any further damages: both: *damnum* and *lucrum*, direct

or indirect. Any punitive damages or interests are expressly excluded. A possible action for breach of warranty of quality and fitness (pure possibility to use the Utility Tokens in the Ecosystem) lapses six months after the delivery of the Utility Tokens to the wallet of the Early Contributor. The Early Contributor shall give notice on such claims to the Company within one week after it was discovered. **In any case, any liability of the Company is limited to the paid price or delivery of the Utility Tokens.**

- c. Utility Tokens might be subject to risks associated with crypto assets. The Company shall not be liable for the loss or damages which may arise in relation to the Utility Tokens, their value or any kind of trading on any kind of platform.
- d. The Company and/or Related Parties shall not be liable for any damages suffered because of or otherwise in connection with causes beyond their control, including any hacker attack, technical failures or viruses affecting sale or use of Utility Tokens, in particular, but not limited when the circumstances are related to Early Contributor's wallet service provider and/or any action taken by regulatory authorities.
- e. Neither the Company nor the Related Parties shall be liable for any damages (punitive, direct or future), in particular those related to the impossibility of performance or late performance, in particular, due to consequences of pandemic situations (Corona or another pandemic or war), force majeure, legal and regulatory requirements.
- f. Neither the Company nor the Related Parties shall be liable for any circumstances and damages to Early Contributors that might result from taxation under this Agreement. It is expressly agreed that Early Contributors are solely responsible for a clarification of the tax-related obligations and no obligations related hereto shall be borne by the Company or Related Parties.
- g. Early Contributor acknowledges and agrees that, to the fullest extent permitted by any applicable law, the Early Contributor will not hold the Company, its shareholders and the Related Parties or other Company's team members or other developers, auditors, contractors or founders associated with the Utility Token and Company Services, and/or Company liable for any and all damages or injury whatsoever resulting from this Agreement, caused by or related to the use of, or the inability to use Utility Token and/or Company Services under any cause of action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence). Early Contributor further acknowledges and agrees that the Related Parties, Company's team members or other developers, auditors or contractors associated with the Utility Token, the smart contract system and/or Company shall not be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or the inability to use the Utility Token and/or the smart contract system.
- h. Early Contributor further specifically acknowledges that Related Parties and other Company's team members like developers, auditors or contractors associated with the Utility Token, the smart contract system and/or Company are not liable, and the Early Contributor agrees not to seek to hold them liable, for the conduct of third parties and that the risk of receiving, holding, transferring and using Utility Token rests entirely with the Utility Token user.

- i. Any possible liability of the Company and/or of the Related Party, in any case, shall be limited to direct intent. The scope of liability of the Parties shall be limited to the price paid for the Utility Tokens only.

11. NON-TRADEABILITY, NON-TRANSFERABILITY AND PROHIBITION OF ASSIGNMENT

- a. The Parties acknowledge that this Agreement and/or any of their rights and obligations under this Agreement is/are non-tradeable and non-transferable. In particular, the Parties may not assign or delegate, in whole or in part, either this Agreement or any of their rights and obligations under this Agreement. Any such assignment or delegation performed shall be null and void.
- b. Notwithstanding section 11.1 above, the Parties agree that, in case there are any material regulatory or business concerns, which would materially restrict or make it impossible or illegal to provide the Company Services and/or issue the Utility Tokens by the Company, or any other significant reasons which would make the assignment reasonable from the perspective of the future success of the Project, the Company may transfer to the Assignee (i) its rights and obligations arising from this Agreement; (ii) the Contribution and/or (iii) other assets to its affiliate entity located in another jurisdiction. The Company shall ensure that any such transfer would take place without any material detriment to the Early Contributor.

12. FINAL PROVISIONS

- a. This Agreement shall enter into force from the moment it has been signed by both Parties. The Agreement may be amended only in writing, simple electronic signature shall be enough to satisfy the requirement of validity. Any amendment or termination of this Agreement shall be valid if it is agreed to and signed by both Parties.
- b. Each Party undertakes to execute such documents and perform such other acts as may be reasonably requested by the Company to complete and execute the transaction contemplated by this Agreement.
- c. Each Party shall bear its own costs and expenses arising out of or incurred in connection with this Agreement and all transactions contemplated hereby.
- d. All notices and other communications made or to be made under this Agreement shall be made in English language and shall be given to the addresses listed in the preamble of this Agreement in written form or by e-mail with acknowledgement of receipt. Each Party may change the addresses given above or designate additional addresses for the purposes of this section 10.4 by giving the other Parties notice of the new address in the manner set forth in this section 10.4. The Company shall not bear any costs nor be held liable for any damages or costs resulting from any change of the address of the Early Contributor.
- e. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes any agreement or understanding that may have been concluded with respect to the subject matter hereof between any of the Parties prior to the Signing Date.
- f. In the event any one or more of the provisions of this instrument is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this instrument operate or would prospectively operate to invalidate this instrument, then

and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this instrument and the remaining provisions of this instrument will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

- g. This Agreement and all matters relating hereto (including its validity) shall be governed by the laws of BVI, except the conflicts of law rule and except international agreements to which BVI is and might be a party. Any dispute that may arise in connection with this Agreement shall be settled by way of negotiations. If the respective dispute could not be settled by the negotiations of the Parties, then the dispute shall be resolved by the courts of BVI.
- h. The following attachments constitute a binding part of the Agreement:

Appendix 1 Specification

Appendix 2 Risks.

IN WITNESS WHEREOF, all Parties have concluded this Agreement by way of making and accepting an offer or have signed this Agreement relating to the private sale of Utility Tokens as follows:

Company

Early Contributor

Appendix 1 to the Agreement

SPECIFICATION	
Signing Date:	
Early Contributor [name, address, ID number]:	
Contribution:	
Number of Purchased Utility Tokens:	
Wallet of the Early Contributor:	

Appendix 2 to the Agreement

- a) **Risk of software weaknesses:** Early Contributor understands and accepts that smart contract system concept, the underlying software application and software platform (i.e. the blockchain) is still in an early development stage and unproven, why there is no warranty that the process for creating Utility Token will be uninterrupted or error-free and why there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of tokens, other (financial) support of the ecosystem to be created by the Company and/or Early Contributor understands and accepts that the smart contract system and/or underlying protocols and/or any other software involved may either delay and/or not execute a Contribution due to the overall Contribution volume, mining attacks and/or similar events.
- b) **Risk of cryptographic weaknesses:** The blockchain and all software dependent thereon, such as the ecosystem to be created by the Company and Utility Token are based on the effectiveness and reliability of cryptographic solutions. However, cryptography is evolving and cannot guarantee absolute security at all times. Advances in cryptography, such as code cracking, or technical advances such as the development of quantum computers, could present risks to all cryptography-based systems including the ecosystem to be created by the Company and Utility Token. This could result in the theft, loss, disappearance, destruction or devaluation of the Utility Token held by the Early Contributor.
- c) **Regulatory risk:** Early Contributor understands and accepts 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 smart contract system and which may, inter alia, result in substantial modifications of the smart contract system and/or the ecosystem to be created by the Company, including its termination and the loss of Utility Token for the Early Contributor.
- d) **Risk of insufficient information:** The ecosystem to be created by the Company is at a very early developmental stage and its philosophy, consensus mechanism, algorithm, code and other technical specifications and parameters could be updated and changed frequently and constantly. While this Agreement contains the up-to-date key information related to Utility Token at the date of this Agreement, it is not complete or final and is subject to adjustments and updates that Company may make from time to time. Company is not in a position, nor obliged, to keep Early Contributor closely posted on every detail of the ecosystem to be created by the Company development (including its progress and expected milestones, whether rescheduled or not) and therefore will not necessarily provide the Early Contributor with timely or full access to all the information relating to the ecosystem to be created by the Company that may emerge from time to time.
- e) **Risk of abandonment/lack of success:** Early Contributor understands and accepts that the creation of the Utility Token and the development of the ecosystem to be created by the Company may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). The Utility Token is not expected to be popular,

prevalent or widely used soon after its launch. The Utility Token and the ecosystem to be created by the Company may remain marginalized in the long run, appealing to only a minimal portion of users (if any). Early Contributor, therefore, understands that there is no assurance that, even if the ecosystem to be created by the Company is partially or fully developed and launched, the Early Contributor will receive any benefits through the Utility Token held by him.

- f) **Risks related to unverified source code:** The source code of the ecosystem to be created by the Company may be licensed under open-source license terms and any party related or unrelated to the ecosystem to be created by the Company can propose updates, amendments, alterations or modifications to the source code. Company may not be able to verify or guarantee the precise results of such updates, amendments, alterations or modifications and as a result, any update, amendment, alteration or modification could lead to an unexpected or unintended outcome that adversely affects the ecosystem to be created by the Company or the Utility Token.
- g) **Risks related to the competition:** The source code of the ecosystem to be created by the Company may be licensed under open-source license terms. As a result, anyone can copy, replicate, reproduce, engineer, modify, improve or otherwise utilize the source code and/or underlying source code of the ecosystem to be created by the Company in an attempt to develop a competing protocol, software, system or virtual platform or virtual machine, which is out of Company's control and may consequently compete with or even overshadow or overtake the ecosystem to be created by the Company, which may adversely affect the ecosystem to be created by the Company or the Utility Token.
- h) **Risk of withdrawing partners:** The feasibility of the ecosystem to be created by the Company depends strongly on the collaboration of game developers and other crucial partners of the Company. There is, therefore, no assurance that the ecosystem to be created by the Company as a whole or parts thereof will be successfully executed as set out in these terms or otherwise.
- i) **Risk associated with other applications:** Early Contributor understands and accepts that the ecosystem to be created by the Company may give rise to other, alternative projects, promoted by unaffiliated third parties, under which Utility Token will have no intrinsic value.
- j) **Risk of Loss of Private Key:** Utility Token can only be accessed by using a blockchain wallet with a combination of the Early Contributor account information (address), private key, password and any other protection used by the Early Contributor. If the Early Contributor private key file, password or the backup seed is lost or stolen, the Utility Token associated with the Early Contributor account (address) or password may be unrecoverable and permanently lost.
- k) **Third-party risk:** Company may use third-party financial intermediaries and/or other third parties to manage and operate the Contribution processes. Company has no visibility into, or possibility to control, the software or mechanisms used by such third parties, and cannot verify or guarantee the proper functionality of the third parties' software or operations.
- l) **Risk of theft:** Early Contributor understands and accepts that the smart contract system concept, the underlying software application and software platform (i.e. the blockchain), or other assets of the Company, may be exposed to attacks by hackers or other individuals that could result in theft or loss of

Utility Token, other (financial) support of the Company, which may lead to loss or devaluation of contributed funds and or Utility Token ant impacting the ability to develop the ecosystem to be created by the Company.

- m) **Risk of mining attacks and other malicious attacks:** Early Contributor understands and accepts that, as with other cryptocurrencies, the blockchain used for the smart contract system is susceptible to mining and other malicious attacks, including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks. Any successful attacks present a risk to the smart contract system, expected proper execution and sequencing of Utility Token transactions, and expected proper execution and sequencing of contract computations.
- n) **Risk of changes in smart contract system:** The network of miners (or, in the future, potentially a network of staking nodes) will be ultimately in control of the smart contract system. A majority of these miners could agree at any point to make changes to the smart contract system and to run the new version of the smart contract system, which could lead to reduced functionality of the ecosystem to be created by the Company and/or devaluation of Utility Token.
- o) **Risk of incompatible wallet service:** Early Contributor understands and accepts that the wallet or wallet service provider used by the Early Contributor for the Contribution, has to be technically compatible with the Utility Token. The failure to assure this may have the result that Early Contributor will not gain access to his Utility Token.
- p) **Risk of lack of consensus:** Early Contributor understands and accepts that there is no warranty or assurance that the network of miners will allocate the Utility Token to the Early Contributor as proposed by these terms.
- q) **Risk of depreciation:** Early Contributor understands with regard to Utility Token no market liquidity may be guaranteed and that the value of Utility Token over time may experience extreme volatility or depreciate in full.
- r) **Risk of Force Majeure:** Early Contributor understands and accept that Company in no event shall be responsible or liable for any failure or delay in the performance of the Crowd Contribution, Utility Token, smart contract system, an ecosystem to be created by the Company, third-party service providers, exchanges and/or financial intermediaries arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, embargos, governmental restrictions, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.
- s) **Other:** Early Contributor is also aware of the risk that even if all or parts of the ecosystem to be created by the Company are successfully developed and released in full or in parts, due to a lack of public interest, the ecosystem to be created by the Company could be fully or partially abandoned, remain unsuccessful or be shut down for lack of interest, regulatory or other reasons. Early Contributor therefore understands and accepts that the Contribution to the Company and/or and the acceptance of Utility Token carries significant financial, regulatory and/or reputational risks (including the complete loss of value of created

Utility Token (if any), and attributed features of the ecosystem to be created by the Company).