

TOKEN SALE AGREEMENT

Last Updated: 18.01.2020

You are strongly encouraged to read and carefully consider the White Paper (as defined below) and this token sale agreement ("**Token Sale Agreement**") before proceeding.

This Token Sale Agreement is a contractual agreement between you, or the entity you represent, and TOXIC LLP (Company number OC427383) the limited liability partnership established in the UK (England & Wales) and having its registered address at Kemp House, 160 City Road, London, United Kingdom, EC1V 2NX and performing its activities according to the UK law. It relates to the acquisition of Tokens by Purchaser from TOXIC LLP.

You agree that by clicking the checking the box "I Accept Token Sale Agreement", you accept and agree to be bound by this Token Sale Agreement, and any terms incorporated by reference herein. Such terms will constitute a binding agreement between TOXIC LLP the Token Owner and you, the Purchaser. If you have any questions please contact support@toxic.chat

I. DEFINITIONS

Administrator – Service Provider, its affiliates and/or any third party contracted by Service Provider in connection with the Token issue;

Beneficial Owner – a natural person who, taking advantage of their influence, makes a transaction, act, action, operation or step or otherwise exercises control over a transaction, act, action, operation or step or over another person and in whose interests or favor or on whose account a transaction or act, action, operation or step is made. In the case of companies, a beneficial owner is the natural person who ultimately owns or controls a legal person through direct or indirect ownership of a sufficient percentage of the shares or voting rights or ownership interest in that person, including through bearer shareholdings, or through control via other means;

Eligible Purchasers – explained in Schedule 1 of this Token Sale Agreement;

Ecosystem (and Toxic Ecosystem) – cluster of services and respective products provided by TOXIC LLP, as well as any of its affiliates TOXIC LLP and/or partners;

Source Time – 1:00 pm UTC;

General Sale (ICO) – general public sale of Tokens;

General Sale (ICO) End Time – a date and time published on the Website, when the sale of Tokens to the general public ends;

General Sale (ICO) Period – the period of time between the General Sale Start Time and the General Sale End Time;

General Sale (ICO) Start Time – a date and time published on the Website, when the sale of Tokens to the general public begins;

KYC – Know Your Customer;

Maximum Threshold – 8,000,000.00 (8 millions) Tokens;

Maximum Total Supply (the maximum number of TOX tokens can ever be issued) – 8,000,000.00 Tokens;

Payment Currency – Ether, Bitcoin, Litecoin, Bitcoin cash and other cryptocurrencies indicated on the website;

Pre-Sale (Pre-ICO) – early access to the sale of Tokens for certain early Purchasers;

Pre-Sale (Pre-ICO) End Time – a date and time published on the Website, when the Pre-Sale ends;

Pre-Sale (Pre-ICO) Period – the period of time between the Pre-Sale Start Time and the Pre-Sale End Time;

Pre-Sale (Pre-ICO) Start Time – a date and time published on the Website, when the Pre-Sale starts;

Prohibited Persons – natural and legal persons explained in Schedule 1 of this Token Sale Agreement who are not eligible to purchase Tokens because of restrictive laws and regulations in their home country;

Purchase Price – price per Token multiplied by the number of Tokens acquired in a particular transaction by a particular Purchaser;

Purchased Tokens – Tokens acquired by the Purchaser;

Resident – a person who (i) is a citizen or entity of; (ii) is formed in; (iii) resides in; (iv) located in; (v) has a place of business or domicile in; and/or (vi) is conducting business in a specific country is that country's resident;

Restricted Territory – Afghanistan, Bosnia and Herzegovina, Central African Republic, Cuba, Democratic Republic of the Congo, Democratic People's Republic of Korea (North Korea), Eritrea, Ethiopia, Guinea-Bissau, Iran, Iraq, Libya, Lebanon, Somalia, South Sudan, Sudan, Syria, Uganda, Vanuatu, Yemen and the Crimea region or any of their respective states, provinces, territories and possessions or any other nation subject to countrywide or territory wide sanctions authorized or imposed by the United Nations;

Sale Period – the period of time including the Pre-Sale Period and the General Sale Period. The Sale Period is limited by the following dates: start date – 01.02.2020 and end date – 30.06.2020;

Service Provider – TOXIC LLP TOXIC LLP and/or any of its affiliates TOXIC LLPTOXIC LLP (Company number OC427383);

Services – the services that will be offered within the TOXIC Ecosystem by Service Provider;

Tier – a period of time during which a certain quantity of Tokens will be offered at a certain price; available quantities and prices may vary from one Tier to another. Tier is used to divide Sale Period into segments to give advantage for early Purchasers;

Token – cryptographically secured digital tokens generated by software code in the form of a token smart contract („Token Smart Contract“) which has been developed and/or executed by the Token Generator, and is based upon a mathematical proof and comprised of two numbers or keys: a public key that encrypts certain details and a private key that decrypts it; the Token is sometimes also referred to as „TOX Token“;

Token Allocation and Distribution Policy – quantitative limits and/or tiered pricing imposed by TOXIC LLP for the optimal distribution of Tokens;

Token Delivery Date – the date when Token Generator will deliver the purchased quantity of Tokens to a Purchaser;

Token Generator – the Service Provider and/or any third-party imposed by the Service Provider to be responsible for TOX Tokens issue and transfer of TOX Tokens to an account of Purchaser;

Token Generator Party – the Token Generator, any Service Provider and Administrator, and each of their respective past, present and future advisors, employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, licensors, attorneys, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assignees;

Token Owner – TOXIC LLPTOXIC LLP;

Token Purchase Instructions – instructions in the Token Sale Agreement and on the Website;

Token Sale – acquisition of Tokens by Purchaser from Token Owner; includes the Pre-Sale and the General Sale;

Token Sale Agreement – this agreement for the purchase or sale of tokens;

Token Smart Contract – a contract in the form of a software program that executes automatically if and when the agreed upon conditions are met;

User Credentials – information requested by Token Owner from the Purchaser for KYC purposes;

Website - www.toxic.chat ;

White Paper – non-binding TOXIC LLP white paper that can be accessed on the website and prepared by TOXIC LLP, which describes matters relating to the TOX Tokens and the TOXIC Ecosystem (as amended or supplemented from time to time);

You or Purchaser - you, or the entity you represent;

II. GENERAL

1. Background

1.1. The TOXIC LLP White Paper, which describes matters relating to the TOX Tokens and the Toxic Ecosystem (as amended or supplemented from time to time), is available at www.toxic.chat. Purchaser acknowledges that he/she or it has read and understands the White Paper and has no objection to its contents. Information in the White Paper is of a descriptive nature only and does not, unless explicitly incorporated herein, form a part of this Token Sale Agreement. Purchaser acknowledges and agrees that the White Paper may change, if amended or supplemented from time to time (see also 4.2).

1.2. The TOX Token is a cryptographically secured digital token generated by software code in the form of a token smart contract (Token Smart Contract), which has been developed and/or executed by the Token Generator, and is based upon a mathematical proof and comprised of two numbers or keys: a public key that encrypts certain details and a private key that decrypts it. The Tokens are intended to have the functions and features set out in this Token Sale Agreement and on the Website. Most importantly, Tokens represent the right to access services to be provided by the Service Provider within the TOXIC Ecosystem. Purchaser's acquisition of Tokens is subject to the terms herein. Tokens have no rights, uses or attributes outside of the executory functions of the Token Smart Contract and future uses developed within the Ecosystem.

1.3. Token Owner also provides a sale of all and any services available within the TOXIC Ecosystem with a fiat money along with TOX tokens.

2. Ecosystem and Services

2.1. The Toxic Ecosystem is a cluster of services provided by TOXIC LLP, any affiliates of TOXIC LLP (the **Ecosystem or Toxic Ecosystem**).

2.2. The Service Provider intends for the TOX Tokens to be used *in the Ecosystem to purchase in parallel with fiat money a defined set of services such as, external phone numbers, external calls, VPN services, crypto Wallet services, Corporate messenger services, etc....*

2.3. The Service Provider's intended purpose of the Tokens is to facilitate the provision and receipt of *services that will be offered within the Toxic Ecosystem (collectively, the **Services**)*,

2.4. Tokens are designed for the particular use of paying for services provided within the Ecosystem; they are not necessarily otherwise tradeable (there might not be other Service Providers accepting them), and they do not necessarily have any other use or value. Tokens are designed and sold as consumable virtual goods, without any specific outlook or expectation on their merchantability or market price.

2.5. The Ecosystem will be initially developed and operated by TOXIC LLP or/and an affiliate of TOXIC LLP (collectively the **Service Provider**).

2.6. The purchase, ownership, receipt or possession of Tokens carries no rights, express or implied, other than the right to use Tokens as a means to enable usage of Services in accordance with the then applicable terms of use relating to the Services offered within the Ecosystem.

2.7. In particular, Purchaser understands and agrees that Tokens do not represent or confer any ownership right or stake, share, security, or equivalent rights or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the Ecosystem, Token Generator, Token Owner, Service Provider or any of their corporate affiliates, other than any rights relating to the provision and receipt of Services, subject to this Token sale agreement and any other applicable terms, conditions or policies that may be adopted by participants in the Ecosystem or otherwise.

2.8. The Tokens are not intended to be a security, commodity, or any kind of financial instrument. Purchaser is purchasing Tokens solely for the purpose of receiving Services and is not purchasing Tokens for any other purpose, including, but not limited to, any investment, speculative or other financial purpose.

3. Development of the Ecosystem

Purchaser acknowledges and agrees that the Ecosystem and Services are in an early stage of development and may undergo significant changes over time. Token Owner may develop certain applications and software for Tokens initial transferToken Owner is not responsible or liable for any third-party uses of the Ecosystem.

4. Scope of Token Sale Agreement

4.1. Unless otherwise stated in this Token Sale Agreement, this agreement only governs Purchaser's acquisition of Tokens. Any potential future use of Tokens in connection with providing or receiving Services may be governed by other applicable terms, conditions and policies (Service Terms of Use) which will be made available on the Service Providers website and/or through other means from time to time in the sole discretion of Service Provider. Any obligations or covenants of Token Owner in this Token Sale Agreement are obligations or covenants to Purchaser as a purchaser of Tokens in the Token Sale.

4.2. Token Owner may add new terms or policies to this Token Sale Agreement in its respective sole and absolute discretion, and may update each of such terms from time to time according to modification procedures set forth therein. It shall be Purchaser's responsibility to regularly check the **Website** for the latest version of the Token Sale Agreement. Token Owner will also notify registered Purchasers regarding any changes via the e-mail provided by these Purchasers. In such notifications, Purchasers will be asked to consent to the modifications of the terms. If a Purchaser does not consent, this Purchaser may withdraw from the Token Sale Agreement. Alternatively, in the sole discretion of Token Owner, the original terms or policies may continue to apply with regard to specific Purchasers who have been notified of and did not consent to the changes.

III. Offer and Sale

5. Offer

Purchaser agrees to purchase Tokens from Token Owner in accordance with this Token Sale Agreement up to the total amount of Purchase Price received from or set by Token Owner for Purchaser.

Token Owner can provide for sale up to the maximum number of Tokens indicated in Maximum Threshold. Also, each Tier allows purchasing a number of Tokens that are allocated for such given Tier and indicated on the Website www.toxic.chat and White Paper. There is no minimum threshold for sale related to Token pre-ICO. The minimum amount of Tokens can be purchased is equal to 10 EUR.

6. Acceptance

6.1. Purchaser registers an account with Token Owner & Service Provider on the online token purchase and sale web-portal accessible on the Website;

Purchaser's offer to purchase Tokens will be considered as duly accepted upon the completion of the following steps:

6.2. Purchaser transfers, and Token Owner receives, the Purchase Price in accordance with the Token purchase procedures set out below; and the conclusion of the Sale Period and the recording of the generation of Tokens on the Ethereum Blockchain.

7. Sale Period

7.1. In these Terms and Conditions, the term **Token Sale** includes the Pre-Sale and the General Sale. The Token Owner reserves the right, in its sole discretion, to change the time periods of each phase (Tier) of the Token Sale due to, among other things, technical challenges.

7.2. Pre-Sale

7.2.1. During several Pre-Sale Tiers or time periods, Token Owner will provide early access purchase opportunities to certain registered and approved early purchasers (**Pre-Sale**). The dates and times and others details regarding every separate Pre-Sale Tier will be published on the Website. The Tiers may have different quantitative limits and prices for the Tokens, to reward early Purchasers or implement other policy goals of the Token Owner.

7.2.2. The period between the Pre-Sale Start Time and the Pre-Sale End Time is referred to as the **Pre-Sale Period**. Participation in the Pre-Sale is limited to certain qualified purchasers who may lawfully purchase Tokens in the Pre-

7.3. General Sale

7.3.1. The general sale of Tokens (**General Sale**) will begin on a date and time published on the Website and notified to the users (**General Sale Start Time**). It will end either (i) at a date and time published on the Website or (ii) at the date and time at which 8 millions Tokens (**Maximum Threshold**) have been sold in the Pre-Sale and General Sale combined (collectively, the **General Sale End Time**), whichever is earlier. The period between the General Sale Start Time and the General Sale End Time is referred to as the **General Sale Period**, and the period including both the Pre-Sale Period and the General Sale Period is referred to as the **Sale Period**.

7.3.2. Token Owner reserves the right to change the sale dates or extend the duration of the Pre-Sale Period and/or the General Sale Period for any reason.

8. Token Allocation and Distribution Policy

8.1. Token Owner intends to hold, allocate, distribute and/or sell all Tokens minted to the proposed persons, or class of persons, set out on the Website at www.toxic.chat

8.2. Purchaser acknowledges and agrees that certain of Token Owner's past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors and service providers will receive a limited number of Tokens in recognition of their services.

9. Price Per Token and Other Terms

The price per Token will be as defined on Website at www.toxic.chat and may vary depending on the Tier.

10. Payment Currencies

10.1. The Price Per Token is set in Euros. However Purchasers may pay for Tokens in one (and not a combination) of the following cryptocurrencies: Ether (ETH), Bitcoin (BTC), Litecoin (LTC) or Bitcoin Cash (BCH) or other cryptocurrencies indicated on the website (each referred to as a **Payment Currency**);

10.2. The Token Generator is not liable for changes in currency exchange rates between the time of payment and the time when Tokens are generated and/or distributed.

10.3. Exchange Rate.

The Price Per Token equivalent in the selected Payment Currency will be determined using an exchange rate between Euros and the selected Payment Currency sourced by:

- published by **coinbase.com** (or a similar service);

For certainty, where a Purchaser pays for the Tokens in Euros, the exchange rate used to determine the Price Per Token will be 1:1 as the Payment Currency is set in Euros.

10.4. Exchange Rate Volatility

In the event that Token Owner, in its sole discretion, determines that the volatility in the rate of a Payment Currency during any time period may be disruptive to the Token Sale, Token Owner reserves the right (i) to suspend, at any time or from time to time, the acceptance of purchase requests offering the specific Payment Currency, until Token Owner determines, in its sole discretion, to resume the receipt of such purchase requests or (ii) to set an exchange rate for the respective Payment Currency determined by Token Owner to be reasonable, in its sole discretion, until Token Owner determines, in its sole discretion, to resume the use of **coinbase.com** exchange rates as described above.

11. Purchase Price

The "**Purchase Price**" for the purposes of this Token Sale Agreement is the Price Per Token multiplied by the number of Tokens that Purchaser acquires in a particular Token Sale (the **Purchased Tokens**).

IV. Token Sale Procedures

12. Modification of Procedures

The Token Owner reserves the right, in its sole discretion, to modify any of the Token Sale procedures or any of the timelines described in this Token Sale Agreement due to, among other things, network congestion or other technical challenges.

13. Registration of Account

The Token Owner & Service Provider (the Token Generator) have set up the Portal to administer the Token Sale. In order to acquire Tokens, Purchaser must first create an account on the Portal accessible at www.toxic.chat.

14. User Credentials

14.1. To participate in the Token Sale and to log into the Portal, Purchaser must provide Token Owner or an Administrator with Purchaser's email that will be validated and subsequently will be required to provide name, date of birth, address, email address, telephone number and certain know-your-customer (**KYC**) information requested by Token Owner (**User Credentials**).

14.2. Purchaser agrees not to allow anyone to use Purchaser's Portal sign-in information or to share Purchaser's User Credentials with any other person for the purpose of facilitating their unauthorized access to the Token Sale. If Purchaser does share its User Credentials with anyone, that person's activities will be deemed to have been authorized by Purchaser. Purchaser is responsible for any acts or omissions that occur during the Token Sale with the use of Purchaser's User Credentials. Token Owner and any Administrator reserve the right to suspend or block Purchaser's access to the Token Sale upon suspicion of any unauthorized access or use, or any attempt thereof, associated with Purchaser's User Credentials. Purchaser agrees to maintain and promptly update its User Credentials and KYC information to keep such

information accurate, complete and current. Purchaser shall use its reasonable best efforts to keep its User Credentials and KYC information private and secure from unauthorized access.

15. Wallet Requirements

To participate in the Token Sale and to receive Tokens, Purchaser must have an ERC-20 compatible wallet. It is Purchaser's responsibility to keep the private key to its wallet secure. In particular, Purchaser shall not share the private key with Token Owner, Service Provider (the Token Generator) or Administrator.

16. Payment of Purchase Price

Purchaser must pay the Purchase Price by sending the correct quantity of one Payment Currency, but not a combination of different Payment Currencies, to the Token Owner Receiving Address. The Purchaser's purchase is not guaranteed until Token Owner receives the full amount of the Purchase Price and the Token Sale has concluded. When the Payment Price is a cryptocurrency, the Purchase Price will be deemed not received until Token Owner receives six (6) network confirmations of the transaction on the applicable network of that cryptocurrency. It is the Purchaser's responsibility to send the exact Purchase Price, net of all applicable gas, miners and transaction fees.

17. Mining, Gas and Transactional Fees

The Purchaser will be responsible for, and pay in addition to the Purchase Price, all gas, mining and other transactional fees associated with the transfer of the Purchase Price and the purchase of Tokens. In the event that, due to the deduction of gas or other transfer fees, the amount of the Purchase Price that Token Owner receives from Purchaser is greater or smaller than the amount of the Purchase Price associated with the number of Purchased Tokens selected by Purchaser in the Portal, Token Owner will increase or decrease Purchaser's number of Purchased Tokens in accordance with the amount actually received by Token Owner and Purchaser agrees to any such adjustment of the number of Purchased Tokens.

18. Token Purchase Instructions

In addition to the instructions above, the Website includes further procedures and instructions regarding the purchase and delivery of Tokens (**Token Purchase Instructions**). The Token Purchase Instructions will set out the applicable gas limit and the field Purchaser should insert in the sending data field. By accepting these Terms and Conditions, Purchaser acknowledges and agrees and has no objection to the Token Purchase Instructions. Failure to follow the exact procedures described in the Token Purchase Instructions may result in the incorrect transmission and/or the total loss of Purchaser's Tokens. The receipt or purchase of Tokens through any other means other than the means described in the Token Purchase Instructions are not sanctioned or agreed to in any way by Token Owner.

19. Delivery of Tokens

Subject to this Token Sale Agreement, Token Owner will deliver the quantity of Tokens Purchaser is to receive for conversion or purchase by the **Token Delivery Date**, which is the later of (i) thirty (30) days after the each **Tier** is finished (provided, however, that Token Owner reserves the right to extend the Token Delivery Date for up to two (2) additional weeks if necessary to address any technical difficulties), and (ii) one (1) week after Purchaser provides a complete and accurate Purchaser Receiving Address, and (iii) one (1) week after Purchaser provides complete and accurate KYC information and documentation requested by Token Owner (provided, however, that Token Owner reserves the right to extend the Token Delivery Date if Token Owner determines, in its sole discretion, that additional time is advisable to analyze KYC information and documentation and conduct related compliance). For the avoidance of doubt, any extension pursuant to this Token Sale Agreement shall not affect the

obligation of Token Owner and Purchaser to make and take delivery, respectively, of Tokens purchased.

20. Purchaser Agrees to Accept the Number of Tokens Allotted

The Purchaser agrees with Token Owner to accept the number of Tokens that Token Owner allots to it for the Purchase Price tendered in accordance with this Token Sale Agreement.

21. Rejection and Refund Policy

21.1. In the event Token Owner decides to not complete the Token Sale, the Purchase Price will be returned to Purchaser by Token Owner, less all reasonable transaction costs incurred by Token Owner during the Token Sale. All cryptocurrencies submitted by Purchaser will be returned to Purchaser Receiving Address used to originally send such cryptocurrency. If Token Owner completes the Token Sale, Purchaser's purchase of Tokens during the Token Sale is final. Purchaser cannot cancel the purchase and Purchaser's purchase cannot be refunded.

21.2. Notwithstanding the foregoing, the Token Owner reserves the right to refuse or cancel any request(s) to purchase Tokens at any time in the Token Owner's sole and absolute discretion (without giving reasons), including without limitation the following:

21.2.1. in connection with any failure to complete know-your-customer (KYC), anti-money laundering (AML) and counter terrorist financing checks prescribed by the Token Owner in compliance with applicable law; or

21.2.2. in connection with an adverse change of the regulatory environment.

21.2.3. in such event, the price paid by Purchaser shall be rejected or refunded (as applicable) in accordance with this Token Sale Agreement and the Token Owner's internal policies and procedures, less all reasonable transaction costs incurred by Token Owner during the Token Sale.

21.2.4. Purchaser's failure to provide accurate and complete information required for passing the KYC or AML procedures may result in delays, losses, costs, non-delivery of refunds of Tokens, or other issues.

V. Purchaser's Representations, Warranties and Covenants

22. Purchaser acknowledges, understands and agrees that:

22.1. PURCHASER IS AWARE OF THE RISKS ASSOCIATED WITH PURCHASING, OWNING AND USING TOKENS (AS DEFINED BELOW), INCLUDING THE INHERENT RISK OF THE POTENTIAL TO LOSE ALL AMOUNTS PAID FOR TOKENS. PURCHASER ACKNOWLEDGES THE RISKS DESCRIBED IN SCHEDULE 2 HEREOF. BY PURCHASING TOKENS, PURCHASER EXPRESSLY ACKNOWLEDGES AND ASSUMES THESE RISKS.

22.2. As a purchaser of Tokens, Purchaser's rights are limited to those specifically described in this Token Sale Agreement. Specifically, Tokens have no rights, uses or attributes outside of their use within the Toxic Ecosystem and accordingly may have no value outside of the value of their use in the Ecosystem or for the future purchase of Toxic Services.

22.3. Purchaser is subject to and bound by this Token Sale Agreement by virtue of Purchaser's purchase of Tokens.

22.4. Unless set out herein, purchases of Tokens are non-refundable and cannot be cancelled by Purchaser. To the extent allowed by law, Token Owner does not allow a withdrawal right provided in some jurisdictions to consumers making purchases for personal consumption. The value of the Tokens will fluctuate on the exchanges, which makes it difficult, if not impossible, to honor a cancellation at a time when a different exchange rate will govern. The Tokens are for professional services and, therefore, generally not for personal consumption in the ordinary course of trade. This is also reflected in the level of expertise required for Purchasers to create

Crypto Currency Wallets and participate in Token Sales, which are not activities commonly engaged in by consumers in need of protection.

22.5. Before a Token Sale is completed, Token Owner reserves the right to refuse or cancel purchase requests at any time in its sole discretion.

22.6. Purchaser has sufficient understanding of cryptographic tokens, token and cryptocurrency storage mechanisms (such as hot and cold wallets) and Blockchain technology generally, to understand this Token Sale Agreement and to appreciate the risks and implications of purchasing, using and storing Tokens.

22.7. Certain persons, including persons who purchase Tokens earlier than Purchaser, may receive more Tokens for the same amount paid.

22.8. This Token Sale Agreement includes a disclaimer, limitation of liability, and limitation of indemnity.

23. Nothing in this Token Sale Agreement shall be deemed to constitute a prospectus of any sort, or a solicitation for investment or investment advice; nor does it in any way pertain to an offering or a solicitation of an offer to buy any securities in any jurisdiction.

24. Purchaser Agrees to Purchaser's Acknowledgements

24.1. it has received and considered this Token Sale Agreement, its annexes and the additional information in the White Paper and on the Website; and that

24.2. its application for Tokens includes the acknowledgement on the part of Purchaser of the terms set out in this Token Sale Agreement, the White Paper, and on Website.

The Purchaser acknowledges to Token Owner that:

25. Purchaser understands this Token Sale Agreement, its annexes, the White Paper, and the Website and has carefully evaluated the terms before proceeding to purchase Tokens.

The Purchaser acknowledges to Token Owner that:

25.1. it has read and fully considered this Token Sale Agreement, its annexes, the White Paper, and the Website in their most recent versions in connection with its application for Tokens;

25.2. it understands the terms of this Token Sale Agreement, its annexes, the White Paper, and the Website and agrees to all terms.

25.3. it has evaluated its proposed purchase of Tokens in light of its financial condition and resources.

25.4. It acknowledges that adverse fluctuations in exchange rates could reduce the return to it upon the return of the Tokens.

26. Purchaser Is Aware of Risks and Material Information

26.1. PURCHASER IS FULLY AWARE OF THE RISKS ASSOCIATED WITH PURCHASING, OWNING AND USING TOKENS, INCLUDING THE INHERENT RISK OF THE POTENTIAL TO LOSE ALL AMOUNTS PAID FOR TOKENS AND THE RISKS DESCRIBED AND/OR REFERENCED HEREIN AND IN THE WHITE PAPER. BY PURCHASING TOKENS, PURCHASER EXPRESSLY ACKNOWLEDGES AND ASSUMES THESE RISKS.

26.2. Purchaser has sufficient understanding of technical and business matters (including those that relate to Services being developed by **Service Provider** and its Toxic Ecosystem), cryptocurrency storage mechanisms (such as token wallets) and blockchain technology, to understand this Token Sale Agreement and to appreciate the risks and implications of purchasing Tokens.

26.3. Purchaser understands that the Tokens confer no ownership or property rights of any form with respect to the Ecosystem or Token Owner, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of Intellectual property), or other financial or legal rights.

26.4. Purchaser is purchasing Tokens solely for the purpose of receiving Services, participating in the Ecosystem, and supporting the development, testing, deployment and operation of the Ecosystem, if applicable, being aware of the commercial risks associated with Token Owner and the Ecosystem. Purchaser is not purchasing Tokens for any other purposes, including, but not limited to, any investment, speculative or financial purpose.

The Purchaser confirms that:

27. Purchaser Is an Eligible Purchaser

27.1. it is an Eligible Purchaser as defined in Schedule 1; and

27.2. it is not acting on behalf of, or for the benefit of, nor does it intend to transfer any Tokens it may purchase to, any person who is not an Eligible Purchaser.

The Purchaser represents and warrants to Token Owner that:

28. Restricted Territory

28.1. Purchaser (i) is not a citizen or entity of; (ii) was not formed in; (iii) does not reside in; (iv) is not located in; (v) does not have a place of business in; and (vi) is not conducting business in (any of which makes the Purchaser a "Resident") the following; Afghanistan, Bosnia and Herzegovina, Central African Republic, Cuba, Democratic Republic of the Congo, Democratic People's Republic of Korea (North Korea), Eritrea, Ethiopia, Guinea-Bissau, Iran, Iraq, Libya, Lebanon, Somalia, South Sudan, Sudan, Syria, Uganda, Vanuatu, Yemen and the Crimea region or any of their respective states, provinces, territories and possessions or any other nation subject to countrywide or territory wide sanctions authorized by the United Nations (each a Restricted Territory). Purchaser also did not acquire any Tokens within a Restricted Territory and will not transfer any Tokens to a Resident of a Restricted Territory or within a Restricted Territory. The Purchaser is also not a Resident of any state or jurisdiction that requires the Token Owner to obtain a money services business, money transmitter or virtual currency business license or registration. You confirm that you are entering into this Token Sale Agreement on an unsolicited basis and are not aware of and are in no way relying on, and did not become aware of the

Tokens through or as a result of, from or in any Restricted Territory pursuant to any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or electronic mail over the internet, and you are not entering into this Token Sale Agreement and did not become aware of the Tokens through or as a result of, in any Restricted Territory, any seminar or meeting to which you were invited by, or any solicitation of a subscription by, any person.

29. Purchaser Knows That Its Application May Be Rejected

The Purchaser acknowledges to Token Owner that:

29.1. Token Owner and/or any third party service provider contracted by Token Owner in connection with the Token Sale (each, an Administrator) has the right to reject Purchaser's application for Tokens, in whole or in part, without giving a reason for that rejection;

29.2. Token Owner and Administrator may require verification that Purchaser is an Eligible Purchaser; and

29.3. in the circumstances described above, in the case the Payment Currency is a cryptocurrency, the full amount of cryptocurrencies transferred, or the excess in respect of a scaled down subscription, minus reasonable transactional costs, will be refunded, without interest, to Purchaser Receiving Address from which the original cryptocurrency subscription

amounts were remitted or to another digital wallet receiving address whitelisted by the Administrator.

29.4. in such circumstances, in the case of a cash subscription, the full amount of funds tendered, or the excess in respect of a scaled down subscription, minus reasonable transactional costs, will be refunded, without interest, to the bank account from which the original subscription funds were remitted.

30. Purchaser Consents to AML Verification

30.1. Due to anti-money laundering requirements, Purchaser acknowledges to Token Owner that:

30.1.1. the Administrator and Token Owner (as the case may be) may require further verification of the identity of Purchaser and source of Purchaser's funds before the application for Tokens can be processed; and

30.1.2. if the verification evidence supplied is not satisfactory, Token Owner or Administrator will, at Purchaser's expense, return the subscription funds tendered, without interest, to the bank account or Purchaser Receiving Address from which they were remitted and section 29 of this Token sale agreement will apply.

30.2. The Purchaser hereby releases Token Owner and the Administrator from all claims for any loss that it may suffer as a result of that action, and it hereby waives all such claims.

30.3. The Purchaser indemnifies the Administrator and Token Owner, and each of them, against all loss arising out of, or in connection with, a failure to process its application for Tokens.

30.4. To the extent that the foregoing release, waiver and indemnity inures to the benefit of the Administrator, Purchaser acknowledges, and by accepting this Token Sale Agreement Token Owner agrees, that Token Owner holds the benefit of that undertaking in trust for the Administrator.

31. Purchaser Is Aware of AML Reporting Obligations

31. By subscribing for Tokens, Purchaser consents to the disclosure by or on behalf of Token Owner and Administrator of any information about Purchaser and its Beneficial Owner(s) to regulators and others upon request in connection with anti-money laundering and similar matters, both in the UK and in other jurisdictions.

32. Purchaser Acting as Trustee, Agent or the Like, Trust Representations etc.

If Purchaser acts as trustee, agent, representative or nominee for another person (Beneficial Owner):

32.1. Purchaser shall notify Token Owner and Administrator that it is acting for the Beneficial Owner and provide all information and documentation required or requested relating to that Beneficial Owner;

32.2. Purchaser understands and acknowledges to Token Owner that the representations, warranties and agreements made in this Token Sale Agreement are made by Purchaser both (1) with respect to Purchaser and (2) with respect to the Beneficial Owner;

32.3. Purchaser represents and warrants to Token Owner that it has all requisite power and authority from the Beneficial Owner to execute and perform the obligations under this Token Sale Agreement;

32.4. Purchaser indemnifies Token Owner, the Administrator and their respective directors, members, partners, officers, employees, delegates, advisors, sub-contractors and agents (whether existing or in the future) against all costs, fees and expenses (including legal fees and disbursements) in connection with any damages arising out of, or in connection with:

32.4.1. any misrepresentation or misstatement by Purchaser in the context of the execution of this Token Sale Agreement; or

32.4.2. the improper assertion of Purchaser's proper authorization from the Beneficial Owner to enter into this Token Sale Agreement or to perform its obligations.

32.5. To the extent that the foregoing indemnity inures to the benefit of the Administrator or for the benefit of any director, officer, employee, delegate, advisors, agent or subcontractor (whether existing or in the future) of Token Owner or the Administrator, Purchaser acknowledges, and by accepting this Token Sale Agreement, Token Owner agrees, that Token Owner holds the benefit of that indemnity in trust for that person.

33. Use of Purchaser's Personal Data

The Purchaser acknowledges to, and agrees with Token Owner that its personal data (as set out under "Data Protection") will be used in the manner set out in Schedule 2.

34. Purchaser to Notify of Changes

34.1. The Purchaser undertakes to Token Owner to notify the Administrator or Token Owner immediately if:

34.2. Purchaser becomes aware that it or any person for whom it holds the Tokens has ceased to be an Eligible Purchaser; or

34.3. any of the representations, declarations or statements in this Token Sale Agreement are no longer accurate and complete in all respects.

35. Purchaser to Substantiate Representations etc. if Requested

The Purchaser agrees with Token Owner:

35.1. that it shall be deemed to make the representations, warranties and covenants set out in this Token Sale Agreement to Token Owner as of the time of Purchaser's request and receipt of Tokens;

35.2. to provide to Token Owner these representations, warranties, acknowledgements, undertakings and agreements at any time Token Owner requests; and

35.3. to provide on request such certifications, documents or other evidence as Token Owner may reasonably require to substantiate these representations, warranties, acknowledgements, undertakings and agreements.

36. No Conflict

Purchaser is legally permitted to hold and make use of Tokens in its relevant jurisdiction. The execution, delivery and performance of this Token Sale Agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice:

36.1. any provision of its organizational documents, if applicable;

36.2. any provision of any judgment, decree or order to which it is a party, by which it is bound, or to which any of its material assets are subject;

36.3. any material agreement, obligation, duty or commitment to which it is a party or by which it is bound; or

36.4. any laws, regulations or rules applicable to it.

37. No Consents or Approvals

The execution and delivery of, and performance under, this Token Sale Agreement require no approval or other action from any governmental authority or person other than Purchaser.

38. Taxes

The purchase and receipt of Tokens may have tax consequences for Purchaser. Purchaser is solely responsible for compliance with its tax obligations and Token Owner bears no liability or responsibility with respect to any tax consequences to Purchaser. Purchaser agrees to comply

with all applicable tax obligations arising from its purchase and ownership of Tokens in all applicable jurisdictions.

39. No Advice

The Token Owner has not provided Purchaser with any advice regarding whether purchasing Tokens is a suitable purchase from the perspective of Purchaser and his or her goals and intentions.

40. Anti-Money Laundering (AML)

40.1. Purchasers' AML Representations etc

40.1.1. The Purchaser represents and warrants to Token Owner that:

40.1.2. it is not a Prohibited Person (as defined at the end of Schedule I);

40.1.3. no person or entity that controls, is controlled by or under common control with, Purchaser a Prohibited Person; and

40.1.4. to the extent Purchaser has any Beneficial Owners:

40.1.4.1. it has carried out thorough due diligence to establish the identities of those Beneficial Owners;

40.1.4.2. based on that due diligence, Purchaser reasonably believes that no Beneficial Owner is a Prohibited Person;

40.1.4.3. it holds evidence as to those identities and their status and will maintain all of that evidence for at least five years from the date Purchaser's Tokens are fully returned to Token Owner or otherwise no longer in Purchaser's possession; and

40.1.4.4. it will make available that evidence and any additional evidence that Token Owner may require upon request in accordance with applicable regulations.

40.2. For these purposes, Beneficial Owners include, but are not be limited to the following: (i) shareholders of a corporation; (ii) partners of a partnership; (iii) members of a limited liability company; (iv) investors in a fund of funds; (v) the grantor of a revocable or grantor trust; (vi) the beneficiaries of an irrevocable trust; (vii) the individual who established an IRA; (viii) the participant in a self-directed pension plan; (ix) the sponsor of any other pension plan; and (x) any person represented by Purchaser in an agency, representative, intermediary, nominee or similar capacity. If the Beneficial Owner is itself an entity, the information and representations set forth in this Token Sale Agreement must also be given with respect to its individual Beneficial Owners. If Purchaser is a publicly-traded company, it need not conduct due diligence as to its Beneficial Owners.

41. Token Owner's Power to Take Action Under Applicable AML Regulations

The Purchaser acknowledges to Token Owner that if any of the representations and warranties in the preceding clause ceases to be true or if Token Owner no longer reasonably believes that it has satisfactory evidence as to their truth, despite any other agreement to the contrary, Token Owner may, in accordance with applicable regulations, be obligated to do one or more of the following:

41.1. to take certain actions relating to Purchaser's holding of Tokens;

41.2. to report that action; and

41.3. to disclose Purchaser's identity to competent authorities.

42. Release by Purchaser if Token Owner Takes Such Action

42.1. If Token Owner is required to take any of the actions referred to in the preceding clause, Purchaser understands, and agrees with Token Owner, that it has no claim against Token Owner, the Administrator, and their respective affiliates, directors, members, partners, shareholders, officers, employees, advisors, delegates, subcontractors and agents (current or future) for any of damages as a result of any of those actions.

42.2. To the extent that the foregoing release inures to the benefit of the Administrator, or for the benefit of any director, officer, employee, member, partner, shareholder, delegate, advisor, agent or subcontractor (whether existing or in the future) of Token Owner or the Administrator, Purchaser acknowledges, and by accepting this Token Sale Agreement Token Owner agrees, that Token Owner holds the benefit of release on trust for that person.

43. Compliance with Applicable AML Regulations

In order to comply with the anti-money laundering regulations applicable to Token Owner and the Administrator, Purchaser acknowledges to Token Owner that:

43.1. Tokens will not be issued until the Administrator or Token Owner is satisfied that evidence regarding the source of the subscription amounts, the identity of Purchaser and the payment instructions for Token returns, is satisfactory;

43.2. wire confirmations for subscriptions from Purchaser must match Purchaser Receiving Address whitelisted by the Administrator or Token Owner; and

43.3. Token Return proceeds will only be made to a Purchaser Receiving Address whitelisted by the Administrator or Token Owner.

VI. Purchaser's Power and Authority

44. If Purchaser Is a Corporation or Other Legal Entity

44.1. This clause applies if Purchaser is not an individual/natural person.

44.2. The individual executing this Token Sale Agreement on behalf of Purchaser represents and warrants to Token Owner that:

44.2.1. he or she is duly authorized to do so; and

44.2.2. Purchaser has the full power and authority under its governing instruments to acquire Tokens from Token Owner.

44.3. The Purchaser further represents and warrants to Token Owner that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; and that the execution and delivery of this Token Sale Agreement and the performance by it of its terms:

44.3.1. are within Purchaser's powers, have been duly authorized by all necessary actions on its behalf;

44.3.2. require no action by or in respect of, or filing with, any governmental body, agency or official (except as disclosed in writing to Token Owner) in order to make this purchase; and

44.3.3. does not contravene, or constitute a breach of or default under any provision of (1) applicable law or governmental rule, regulation or policy statement, or (2) its certificate of incorporation or other comparable organizational documents, or (3) any agreement, judgment, injunction, order, decree or other instrument binding upon it; and

44.4. the terms of this Token Sale Agreement constitute a valid and binding agreement of Purchaser and are enforceable against Purchaser in accordance with its terms.

45. If Purchaser Is an Individual

If Purchaser is an individual, Purchaser represents and warrants to Token Owner that the terms of this Token Sale Agreement constitute a valid and binding agreement of Purchaser and are enforceable against Purchaser in accordance with its terms; and that Purchaser has legal competence and capacity to execute this Form.

46. If Purchaser Acts as Trustee etc. for Another

In addition to clauses 44 and 45, if Purchaser is acting as trustee, agent, representative or nominee for another person or entity, Purchaser understands, and agrees with Token Owner, that the representations, warranties, acknowledgements, undertakings and agreements in this

Token Sale Agreement are made by Purchaser (1) with respect to Purchaser and (2) with respect to that other person or entity.

47. Future Exchange or Migration of Tokens

The Tokens issued and sold to Purchaser in connection with the Token Sale are being created as ERC20 and/or ERC223 compliant tokens on the Ethereum protocol. Following completion of the Token Sale, Service Provider reserves the right to exchange and/or migrate all Tokens generated in connection with the Token Sale (Pre-Existing Tokens) to another Ethereum smart contract or blockchain network protocol or otherwise replace the Pre-Existing Tokens with another digital token (the Replacement Tokens) should Service Provider determine, in its sole discretion, that doing so is necessary or useful for the operation of the Ecosystem, legal compliance reasons, or for the purposes of achieving technical and operational efficiencies. Should Service Provider decide to exchange and/or migrate the Pre-Existing Tokens, Token Owner and/or Service Providers may no longer provide support for the Pre-Existing Tokens relating to the Ecosystem, the Services or any other operational matters, except with respect to the exchange or migration process. If the Tokens are exchanged or migrated to another protocol, the practical utility of Pre-Existing Tokens will likely diminish rapidly once Replacement Tokens are created. Purchaser acknowledges and agrees that for it to participate in the Ecosystem or obtain future utility from the Tokens following the creation of Replacement Tokens, certain actions and efforts may be required from Purchaser in order for it to receive Replacement Tokens.

VII. Proper Instructions

48. Individuals Authorized to Give/Receive Instructions for Purchaser

On the Website, Purchaser has provided names of individuals authorized by Purchaser to give and receive instructions between Token Owner (or the Administrator) and Purchaser. Those individuals are the only individuals so authorized until further written notice is given to the Administrator executed by one or more of these individuals.

49. How Can Purchaser Give Instructions?

49.1. The Purchaser authorizes and instructs the Administrator and the Token Owner to accept and execute any instructions in respect of the Tokens to which this Token Sale Agreement relates, given by Purchaser in writing or by electronic mail, and Purchaser agrees to indemnify Token Owner and Administrator against whatever loss either of them suffers as a result of acting on such instructions.

49.2. The Purchaser acknowledges that the Administrator and the Token Owner may rely conclusively upon, and incur no liability in respect of, any action taken upon any notice, consent, request, instructions or other instrument either of them believe, in good faith, is genuine or is executed by properly authorized individuals purportedly acting for Purchaser.

50. Security

50.1. Appropriate Measures

Purchaser will implement reasonable and appropriate measures designed to secure access to: (a) any device associated with it and/or utilized in connection with its purchase of Tokens, (b) private keys to its wallet or account and (c) email address, account and its username, password and any other login or identifying credentials.

50.2. Access to Purchaser's Account

In the event that Purchaser is no longer in possession of its private keys or any device associated with its account or is not able to provide its login or identifying credentials, it may lose all of its Tokens and/or access to its account, and Token Owner may, in its sole discretion,

grant access to Purchaser's account to any party providing additional credentials to Token Owner. Token Owner explicitly reserves the right to determine the additional credentials required, which may include, without limitation, a sworn, notarized statement of identity.

50.3. Security Breach

Purchaser will promptly notify Token Owner if it discovers or otherwise suspects any security breaches related to its account.

51. Data Protection

Data protection is required by law and explained and regulated in the Service Provider Privacy Policy, which can be found at Website www.toxic.chat

52. Intellectual Property

Token Owner and Service Provider each retain all rights, title and interest in all of Token Owner's and Service Provider's ideas, concepts, discoveries, processes, code, compositions, formulae, methods, techniques, information, data, patents, utility models, rights to inventions, copyright and neighboring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether patentable, copyrightable or protectable in trademark, registered or unregistered, and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which currently exist or will exist now or in the future in any part of the world (Intellectual Property). Purchaser may not use any of Token Owner's or Service Provider's Intellectual Property for any reason without Token Owner's or Service Provider's prior written consent.

VIII. Indemnification, Disclaimer, Limitation of Liability and Releases

53. Indemnification

53.1. To the fullest extent permitted by applicable law, Purchaser will indemnify, defend and hold harmless and reimburse Token Owner, TOXIC LLP, Service Provider and Administrator, and each of their respective past, present and future advisors, employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, licensors, attorneys, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (Token Owner and each a Token Generator Party, and collectively Token Generator Parties), from and against any and all actions, proceedings, claims, damages, demands and actions (including, without limitation, fees and expenses of legal counsel), incurred by such parties arising from or relating to: (i) Purchaser's purchase or use of Tokens; (ii) Purchaser's responsibilities or obligations under this Token Sale Agreement; (iii) Purchaser's breach of or violation of this Token Sale Agreement; (iv) any inaccuracy in any representation or warranty of Purchaser; (v) Purchaser's violation of any rights of any other person or entity; and/or (vi) any act or omission of Purchaser that is negligent, unlawful or constitutes willful misconduct.

53.2. Token Owner reserves the right to exercise sole control over the defense, at Purchaser's expense, of any claim subject to indemnification under this Section. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Purchaser and Token Owner.

54. Disclaimer and Limitation of Liability

54.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (I) IN NO EVENT WILL TOKEN OWNER OR ANY TOKEN GENERATOR PARTY BE LIABLE FOR ANY INDIRECT,

SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTER-RUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE TOKENS OR OTHERWISE RELATED TO THIS TOKEN SALE AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE TOKEN OWNER AND THE TOKEN GENERATOR PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THIS TOKEN SALE AGREEMENT OR THE USE OF OR INABILITY TO USE THE TOKENS, EXCEED THE AMOUNT PURCHASER HAS PAID TOKEN OWNER FOR THE TOKENS.

54.2. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR FRAUD OR INTENTIONAL, WILFUL OR RECKLESS MISCONDUCT.

54.3. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section may not apply to certain Purchasers.

55. Claim Period

The Token Owner shall not be liable in any way or in any event in respect of any claim under this Token Sale Agreement if such claim was not made in the period commencing from the completion of the Token Sale to the date falling six (6) months after the date of the completion of the Token Sale (such period being the Claim Period). Any claim which has been made before the expiration of the Claim Period shall, if it has not been previously satisfied in full, settled or withdrawn, be deemed to have been withdrawn and shall become fully barred and unenforceable on the expiry of the period of six (6) months commencing from the date on which such claim was made, unless proceedings in respect thereof shall have been commenced against the Token Owner and for this purpose proceedings shall not be deemed to have been commenced unless they shall have been issued and served upon the Token Owner.

56. Release

Purchaser expressly waives any rights it may have under any statute or common law principles that would otherwise limit the coverage of this release to include only those claims which Purchaser may know or suspect to exist in its favor at the time of agreeing to this release.

57. Mitigation

For the avoidance of doubt, nothing in this Token Sale Agreement shall limit the Purchaser's obligation (at law or otherwise) to mitigate its loss in respect of any claim under this Token Sale Agreement, and the Purchaser shall not be entitled to recover damages in respect of any claim (as the case may be) if, and to the extent that, the Purchaser has already recovered damages in respect of the same fact or subject matter.

IX. Miscellaneous

58. Interpretation

58.1. In this Token Sale Agreement, unless the contrary intention appears:

58.1.1.a reference to statutes, legislation, laws, or regulations includes references to that legislation as amended or re-enacted and to other legislation that modify its application as well as references to any subordinate legislation made or to be made under that statute;

58.1.2.a reference to the singular includes the plural and vice versa;
58.1.3.a reference to a gender includes the other genders;
58.1.4.a reference to persons includes individuals, companies, firms, limited liability companies, trusts, partnerships, government bodies or agencies, and corporations, sole and aggregate;
58.1.5.obligations entered into by more than one person in this Token Sale Agreement bind all of those persons jointly and each of them severally; and
58.1.6.the headings do not affect the interpretation of this Token Sale Agreement.
58.2. The Schedules annexed to or referenced in this Token Sale Agreement are hereby incorporated by reference and form a part of this Token Sale Agreement.

59. Entire Agreement

59.1. This Token Sale Agreement (and any pre-sale agreement the Purchaser has entered into with the Token Owner) comprise the entire agreement between the parties and there are not any agreements, understandings, promises or conditions, oral or written, express or implied, concerning the subject matter which are not merged into this Token Sale Agreement (or such pre-sale agreement (if any)) and superseded hereby.

59.2. The Purchaser acknowledges and agrees that the development of the Ecosystem and the offering of Services is made in an environment in which there are frequent changes and rapid market pivots, and that the premises of Token Owner and/or Service Provider may be updated frequently and corrected when tested. For that reason, Purchaser must not rely on any statements outside of this Token Sale Agreement in connection with the subject matter of this Token Sale Agreement.

60. Amendments

The Token Owner may make changes to this Token Sale Agreement from time to time (in its sole discretion) and the amended Token Sale Agreement will become effective between Token Owner and Purchaser pursuant to paragraph 4.2. above.

61. Multiple Purchasers

If there is more than one Purchaser entering into this Token Sale Agreement, all representations, warranties, acknowledgements, undertakings and agreements by Purchaser bind those persons jointly and each of them individually, and all benefits in favour of Purchaser benefits those persons jointly and each of them individually.

62. Successors and Assignees

This Token Sale Agreement is binding on Purchaser and its successors, assignees, heirs, executors, administrators and legal representatives and inures to the benefit of Token Owner's successors and assignees.

63. Termination and Survival of This Token Sale Agreement

63.1. This Token Sale Agreement shall terminate upon the completion of all sales in the Token Sale, except obligations in parts of the Agreement which shall be valid also after the termination of this Agreement. Token Owner reserves the right to terminate this Token Sale Agreement, in its sole discretion, in the event that Purchaser breaches this Token Sale Agreement.

63.2. Upon termination of this Token Sale Agreement:

63.2.1.all of Purchaser's rights under this Token Sale Agreement immediately terminate;

63.2.2. Purchaser is not entitled to a refund of any amount paid;

63.2.3. Obligations and articles which nature requires it will continue to apply in accordance with this Token Sale Agreement.

64. Assignment of the Rights and Obligations under This Agreement – Sale and Transfer of Tokens

- 64.1. Any assignment or transfer in violation of this Section will be void.
- 64.2. Token Owner may assign this Token Sale Agreement to an affiliated entity at any time without Purchaser's prior consent.
- 64.3. Subject to the foregoing, this Token Sale Agreement, and the rights and obligations of the parties hereunder, as well as the rights represented by the Tokens, will be binding upon and inure to the benefit of their respective successors, assignees, heirs, executors, administrators and legal representatives.

65. Severance

If any provision of this Token Sale Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable under any law of any jurisdiction for any reason, the provision shall be modified to make it valid and, to the extent possible, effectuate the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision pursuant to this section shall not affect or impair the validity and enforceability of the rest of this Token Sale Agreement, nor the validity and enforceability of such provision or part-provision under the law of any other jurisdiction.

66. Waivers

The failure by Token Owner to exercise or enforce any right or provision of this Token Sale Agreement will not constitute a present or future waiver of such right or provision, nor limit Token Owner's right to enforce such right or provision at a later time. All waivers by Token Owner must be unequivocal and in writing to be effective.

67. Electronic Communications

Purchaser agrees and acknowledges that all agreements, notices, disclosures and other communications that Token Owner provides pursuant to this Token Sale Agreement or in connection with or related to Purchaser's purchase of Tokens, may be provided by Token Owner and Administrator by e-mail.

68. Irrevocability

Unless otherwise set out herein, this Token Sale Agreement is irrevocable.

69. Dispute Resolution

69.1. Governing Law

This Token Sale Agreement and any action related thereto will be governed by the English law without regard to its conflict of law's provisions and shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

69.2. Forum and Venue

If you are a Purchaser located in the United States or Canada, the "Special Arbitration Provision for United States or Canada Users" section below applies to you.

If you are not subject to the "Special Arbitration Provision for United States or Canada Users" section below, you agree that you will resolve any claim you have with us relating to, arising out of, or in any way in connection with this Token Sale Agreement, us, or our Services (each, a "Dispute," and together, "Disputes") exclusively in the courts of England and Wales in London and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such Disputes.

70. Force Majeure

The Token Sale and the performance of Token Owner's or Service Provider's activities set out in the White Paper's development roadmap (if any) may be interrupted, suspended or delayed due to force majeure events. For the purposes of this Token Sale Agreement, a force majeure event shall mean any extraordinary event or circumstances which could not reasonably be foreseen and prevented by Token Owner or Service Provider and shall include: hardware, software or other utility failures, changes in market forces or technology, software or smart contract bugs, changes in blockchain-related protocols, acts of nature, wars, armed conflicts, mass civil disorders, industrial actions, epidemics, lockouts, slowdowns, prolonged shortage or other failures of energy supplies or communication service, acts of municipal, state or federal governmental agencies, or other circumstances beyond Token Owner's or Service Provider's control, which were not in existence at the time of Token Sale. Purchaser understands and agrees that Token Owner or Service Provider shall not be liable and disclaims all liability to Purchaser in connection with a force majeure event.

71. English

Only English versions of the Token Sale Agreement and Token Owner's communications shall be considered official. The English version shall prevail in case of differences in translation.

72. Execution

By checking the "Token Sale Agreement" button, Purchaser agrees to comply with and be bound by this Token Sale Agreement. Purchaser acknowledges and accepts that all purchases of rights to Tokens from the Token Owner are final, and there are no refunds or cancellations, except as expressly provided for in this Token Sale Agreement or as may be required by applicable law or regulation. Purchaser further acknowledges and accepts that the Token Owner reserves the right to refuse or cancel this Token Sale Agreement at any time in its sole discretion.

72.1. Notes

72.1.1. To be valid, this Token Sale Agreement must be consented to and executed (including by digital signature) by each applicant, including all joint holders.

72.1.2. If this Token Sale Agreement is entered into by a corporation, it must be executed (including by digital signature) by an individual authorized to sign it on the corporation's behalf who must state his/ her capacity.

72.1.3. If this Token Sale Agreement is by a firm or partnership (not a corporation), the following applies:

72.1.3.1. For a limited partnership, it must be in the name of the limited partnership and executed by or on behalf of the general partner, bearing in mind that if the general partner is a corporation, paragraph 2 applies.

72.1.3.2. For any other type of partnership, it must be in the name of and executed by all partners.

72.1.4. If this Token Sale Agreement is entered into or executed under a power of attorney, that power of attorney or a duly certified copy of it must be sent to the Token Owner.

72.1.5. In respect of joint Applicants or Purchasers, on the death of one, the Tokens will be held in the name of and to the order of the survivor or survivors or the executor or administrator of the last survivor.

TOXIC

SCHEDULE 1

Eligible Purchasers

From time to time, Token Owner may amend the criteria for determining who is an Eligible Purchaser for the purpose of any purchase of Tokens.

Initially, all Purchasers are Eligible Purchasers except the following:

- 1) a Purchaser whose acquisition of Tokens would cause a breach of the law or requirements of any country or governmental authority, including anti-money laundering regulations or conventions, that apply to the Token Owner, the Administrator, and/or the Purchaser;
- 2) a Purchaser who is acting on behalf of terrorists or terrorist organizations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the US Treasury Department's Office of Foreign Asset Control¹ (OFAC), or on the sanctions lists adopted by the United Nations and the European Union, or to such extent such sanctions are extended by the UK Government to its Overseas Territories. These lists may be amended from time to time. The OFAC list may be accessed on the web at <http://www.treas.gov/ofac>.

3) a Purchaser who makes representations or warranties in this Token Sale Agreement that are not true when given, or have ceased to be true;

4) a Purchaser whose circumstances are such that, in the opinion of Token Owner's directors, its continued ownership of Tokens would cause an undue risk of adverse tax or other consequences to Token Owner. Those circumstances include those that affect that Purchaser directly or indirectly, whether taken alone or in conjunction with another person or persons, connected or not, or any other circumstance that appears to the directors to be relevant;

5) a Purchaser, or a Purchaser that is an entity acting as trustee, agent, representative or nominee for a person, who is a resident of a Restricted Territory. The Purchaser must notify Token Owner immediately if Purchaser becomes a resident of a Restricted Territory or becomes aware that any person for whom Purchaser holds shares as trustee, agent, representative or nominee has become a resident of a Restricted Territory.

6) a Purchaser, or a Purchaser that is an entity acting as trustee, agent, representative or nominee for a person, from the following states and territories: Afghanistan, Bosnia and Herzegovina, Central African Republic, Cuba, Democratic Republic of the Congo, Democratic People's Republic of Korea (North Korea), Eritrea, Ethiopia, Guinea-Bissau, Iran, Iraq, Libya, Lebanon, Somalia, South Sudan, Sudan, Syria, Uganda, Vanuatu, Yemen and the Crimea region or any other nation subject to countrywide or territory wide sanctions authorized by the United Nations.

All persons who do come within any of these categories are known, collectively, as Prohibited Persons.

SCHEDULE 2

Certain Risks and Disclosures

1 IMPORTANT NOTICE

PLEASE READ THIS SECTION CAREFULLY. YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL, TAX, AND OTHER PROFESSIONAL ADVISOR(S) BEFORE TAKING ANY ACTION IN CONNECTION WITH THE WHITE PAPER.

The White Paper is intended to present relevant information to potential Purchasers in connection with the proposed generation and sale of Tokens by the Token Owner under the Token Sale, including information about the Token Smart Contract and the proposed Ecosystem.

1.1 Reliance

The Tokens are offered solely on the basis of the information contained in the White Paper and this Token Sale Agreement. Potential Purchasers should disregard, and not rely upon, any other information or representations given or made by any dealer, broker or other person. No person is authorized to give any information or to make any representations in connection with the offering of Tokens apart from those contained in the this Token Sale Agreement. A potential Purchaser to whom such information or representations are given or made must not rely on them as having been authorized by the Token Owner or Service Provider.

Statements in the White Paper are based on the law and practice in UK current at the date it was issued. Those statements are therefore subject to change should that law or practice change. Under no circumstance does the delivery of the White Paper or the sale of Tokens imply or represent that the affairs of the Token Owner have not changed since the date of the White Paper.

1.2 Purchaser Responsibility

Nothing contained in the White Paper is or may be relied upon as a promise, representation or undertaking as to the future performance or policies of the Token Owner. The Token Owner does not make representations or warranties of any kind with respect to the economic return from, or the tax consequences of a purchase of Tokens. Prospective Purchasers should carefully review the whole of the White Paper and this Token Sale Agreement. They should also consult with their legal, tax and financial advisors in relation to the following: (i) the legal and regulatory requirements within their own countries for purchasing, holding and disposing of Tokens; (ii) any foreign exchange restrictions to which they may be subject in their own countries in relation to purchasing, holding or disposing of Tokens; and (iii) the legal, tax, financial and other consequences of subscribing for, purchasing, holding or disposing of Tokens.

The White Paper is not composed in accordance with, and is not subject to, laws or regulations of any jurisdiction which are designed to protect investors. To the maximum amount permitted by applicable law, each of the Token Owner and Service Provider expressly disclaim and shall not be liable for any and all responsibility for any direct or any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with (i) Purchaser's acceptance of or reliance on any information contained in the White Paper, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting therefrom.

1.3 Distribution and Selling Restrictions

The distribution of the White Paper and the offering or purchase of Tokens may be restricted in certain jurisdictions. Neither the White Paper nor Tokens qualify for offer, sale or distribution under the laws of any jurisdiction governing the offer of securities.

The receipt of the White Paper and the Token Sale Agreement does not constitute an invitation to a recipient to subscribe for Tokens in a jurisdiction where it is necessary to comply with some registration or other legal requirement to make that invitation, or the use of the Terms and Conditions, lawful. No such recipient may treat the White Paper or the accompanying Token Sale Agreement as an invitation to subscribe for Tokens, nor may such recipient use the Terms and Conditions. More particularly, the White Paper does not constitute an offer or solicitation:

- (a) by anyone in a jurisdiction in which such offer or solicitation is not lawful or in which the person making such offer or solicitation is not qualified to do so; or
- (b) to anyone to whom it is unlawful to make such offer or solicitation.

It is the responsibility of every person in possession of the White Paper and every person wishing to apply for Tokens to inform himself, herself or itself of, and to observe all applicable laws and regulations of, any relevant jurisdiction.

2 DISCLOSURE SCHEDULE

The acquisition of Tokens involves a high degree of risk. Before acquiring Tokens, it is recommended that each Purchaser conduct its own careful examination of all relevant information and risks about the Token Owner, Services and Tokens and, specifically, the disclosures and risk factors set out below. If any of the following risks actually occurs, the Protocol, Tokens and Purchaser's Tokens may be materially and adversely affected, including the Purchaser's Tokens being rendered worthless or unusable.

3 Disclosures Regarding the White Paper

3.1 Accuracy of information, no consent of parties referenced in White Paper

The White Paper includes references to market and industry information and forecasts that have been obtained from surveys, reports and studies, where appropriate, as well as market research, publicly available information and industry publications. Such surveys, reports, studies, market research, publicly available information and publications generally state that the information that they contain has been obtained from sources believed to be reliable, but there can be no assurance as to the accuracy or completeness of such included information.

Save for the Token Owner and its respective directors, executive officers and employees, no person has provided his or her consent to the inclusion of his or her name and/or other information attributed or perceived to be attributed to such person in connection therewith in the White Paper and no representation, warranty or undertaking is or purported to be provided as to the accuracy or completeness of such information by such person and such persons shall not be obliged to provide any updates on the same.

Neither the Token Owner nor any of the Token Generator Parties has conducted any independent review of the information extracted from third party sources, verified the accuracy or completeness of such information or ascertained the underlying economic assumptions relied upon therein. Consequently, neither Token Owner nor any of the Token Generator Parties and its directors, executive officers and employees acting on its behalf make any representation or warranty as to the accuracy or completeness of such information and shall not be obliged to provide any updates on the same

3.2 Terms Used

To facilitate a better understanding of Tokens being offered for purchase by the Token Owner, and the businesses and operations of the Token Owner, certain technical terms and abbreviations, as well as, in certain instances, their descriptions, have been used in the White Paper. These descriptions and assigned meanings should not be treated as being definitive of their meanings and may not correspond to standard industry meanings or usage.

Words importing the singular shall, where applicable, include the plural and vice versa and words importing the masculine gender shall, where applicable, include the feminine and any other gender.

3.3 Forward Looking Statements

All statements, estimates and financial information contained in the White Paper, made in any press releases, or in any place accessible by the public, as well as any oral statements that may be made by Token Owner or any Token Generator Parties that are not statements of historical fact, constitute "forward-looking statements". Some of these statements can be identified by forward-looking terms such as "aim", "target", "anticipate", "believe", "could", "estimate", "expect", "if", "intend", "may", "plan", "possible", "probable", "project", "should", "would", "will" or other similar terms. However, these terms are not the exclusive means of identifying forward-looking statements. All statements regarding the Token Owner's or any Token Generator Parties' financial position, business strategies, plans and prospects, and the future prospects of the industry which the Token Owner or any Token Generator Parties are in are forward-looking statements. These forward-looking statements, including but not limited to statements as to the Token Owner's or any Token Generator Parties' revenue and profitability, prospects, future plans, other expected industry trends and other matters discussed in the White Paper regarding Token Owner or any Token Generator Parties, are matters that are not historic facts, but only predictions.

Such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual events or results, performance or achievements to differ materially from the estimates or the results implied or expressed in such forward-looking statements. These factors include, amongst others:

- changes in political, social, economic and stock or cryptocurrency market conditions, and the regulatory environment in the countries in which the Token Owner or any Token Generator Parties conducts its respective businesses and operations;

- the risk that the Token Owner or any Token Generator Parties may be unable to execute or implement their respective business strategies and future plans;
- changes in interest rates and exchange rates of fiat currencies and cryptocurrencies;
- changes in the anticipated growth strategies and expected internal growth of the Token Owner or any Token Generator Parties;
- changes in the availability and fees payable to the Token Owner or any Token Generator Parties in connection with their respective businesses and operations;
- changes in the availability and salaries of employees who are required by the Token Owner or any Token Generator Parties to operate their respective businesses and operations;
- changes in preferences of customers of the Token Owner or any Token Generator Parties;
- changes in competitive conditions under which the Token Owner or any Token Generator Parties operate, and the ability of the Token Owner or any Token Generator Parties to compete under such conditions;
- changes in the future capital needs of the Token Owner or any Token Generator Parties and the availability of financing and capital to fund such needs;
- war or acts of international or domestic terrorism;
- occurrences of catastrophic events, natural disasters, and acts of God that affect the businesses and/or operations of the Token Owner or any Token Generator Parties;
- other factors beyond the control of the Token Owner or any Token Generator Parties; and
- any risk and uncertainties associated with the Token Owner or any Token Generator Parties and its business and operations, Tokens, and the underlying assets (each as referred to in the White Paper).

Nothing contained in the White Paper is or may be relied upon as a promise, representation or undertaking as to the future performance or policies of the Token Owner or Service Provider

Further, the Token Owner disclaims any responsibility to update any of those forward-looking statements or publicly announce any revisions to those forward-looking statements to reflect future developments, events or circumstances, even if new information becomes available or other events occur in the future.

3.4 No Further Information or Update

No person has been or is authorized to give any information or representation not contained in the White Paper in connection with the Token Owner and its business and operations, Tokens, the Token Generation (each as referred to in the White Paper) and, if given, such information or representation must not be relied upon as having been authorized by or on behalf of the Token Owner. The Token Generation (as referred to in the White Paper) shall not, under any circumstances, constitute a continuing representation or create any suggestion or implication that there has been no change, or development reasonably likely to involve a material change in the affairs, conditions and prospects of Token Owner and Service Provider or in any statement of fact or information contained in the White Paper since the date hereof.

3.5 Restrictions on Distribution and Dissemination of White Paper

The distribution or dissemination of the White Paper or any part thereof may be prohibited or restricted by the laws, regulatory requirements and rules of any jurisdiction. In the case where any restriction applies, you are to inform yourself about, and to observe, any restrictions which are applicable to your possession of the White Paper or such part thereof (as the case may be) at your own expense and without liability to the Token Owner.

Persons to whom a copy of the White Paper has been distributed or disseminated, provided access to, or who otherwise have the White Paper in their possession, shall not circulate it to any other persons, reproduce or otherwise distribute the White Paper or any information contained herein for any purpose whatsoever nor permit or cause the same to occur, without first verifying whether the other persons and/or the jurisdictions where they may be circulating or distributing or reproducing the information permit such dissemination.

3.6 Language of White Paper

The White Paper may have been prepared in multiple languages. In the event of any inconsistencies between one version and another, the English language version shall prevail.

4 Disclosures Regarding Tokens

4.1 Tokens are Utility Tokens

Tokens are digital utility tokens that afford Token holders access to the Services provided by or for the Service Provider. In particular, the Tokens are intended to activate or execute certain functions of the Token Smart Contract in accordance with the terms of an open-source license agreement further described on the Website. Tokens do not represent a loan to Token Owner nor do they provide Purchaser with any interest in or to Token Owner.

For greater certainty, the purchase of Tokens does not provide Purchaser with any form of ownership right or other interest in or to Token Owner or its present or future assets and revenues, including, but not limited to, any voting, distribution, redemption, liquidation, revenue sharing, proprietary (including all forms of intellectual property), or other financial or legal rights.

4.2 Tokens are Non-Refundable

Token Owner is not obliged to provide Token holders with a refund for any reason, and Token holders will not receive money or other compensation in lieu of a refund. Statements set out in the White Paper are merely expressions of the Service Provider's and Token Owner's objectives and desired work plan to achieve those objectives. No promises of future performance or price are or will be made in respect of Tokens. In particular, the Token Owner and Token Generator Parties do not make any promise of inherent value, and do not make any guarantee that Tokens will hold any particular value.

4.3 Tokens Are Provided on an "as is" Basis

Tokens are provided on "as is" basis. The Token Owner and Token Generator Parties and each of their respective directors, officers, employees, shareholders, affiliates and licensors make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding Tokens, including any warranty of title, merchantability or fitness for a particular purpose or any warranty that Tokens and Ecosystem will be uninterrupted, error-free or free of harmful components, secure or not otherwise lost or damaged.

4.4 Not an Offering of Securities, Commodities or Swaps

The sale of Tokens and the Tokens themselves are not securities, commodities, swaps on either securities or commodities, or a financial instrument of any kind. Purchases and sales of Tokens are not subject to the protections of any laws governing those types of financial instruments. The White Paper and all other documents referred to in the White Paper, including this Token Sale Agreement do not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity.

4.5 Non-Investment Purposes

Purchaser acknowledges and agrees that Purchaser is not purchasing Tokens for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or other financial purposes. Instead, Purchaser acquires the Tokens to obtain access to Services provided by Service Provider in the future. Tokens are not designed for investment purposes and should not be considered as a type of investment.

4.6 Force Majeure

The Token Generation and the performance of the Token Owner's and/or Service Provider's activities set out in the development roadmap on the Website may be interrupted, suspended or delayed due to force majeure events. For the purposes of the White Paper, a force majeure event shall mean any extraordinary event or circumstances which could not be prevented by Token Owner and shall include: hardware, software or other utility failures, changes in market forces or technology, software or smart contract bugs, changes in blockchain-related protocols, acts of nature, wars, armed conflicts, mass civil disorders, industrial actions, epidemics, lockouts, slowdowns, prolonged shortage or other failures of energy supplies or communication service, acts of municipal, state or federal governmental agencies or other circumstances

beyond Token Owner's control, which were not in existence at the time of Token Owner . Purchaser understands and agrees that Token Owner shall not be liable and disclaims all liability to Purchaser in connection with a force majeure event.

4.7 Insurance

Unlike bank accounts or accounts at financial institutions, Tokens are uninsured unless Purchaser specifically obtains private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by Token Owner to offer recourse to Purchaser. Purchaser bears all risk in respect of the insurable and uninsurable losses.

5 Government Disclosures

5.1 Risk of Unfavorable Regulatory Action in one or more Jurisdictions

The regulatory status of cryptographic tokens, digital assets, and blockchain technology is undeveloped, varies significantly among jurisdictions and is subject to significant uncertainty. It is possible that certain jurisdictions may adopt laws, regulations, policies or rules directly or indirectly affecting the Bitcoin and Ethereum network, or restricting the right to acquire, own, hold, sell, convert, trade, or use Tokens. Developments in laws, regulations, policies or rules may alter the nature of the operation of the blockchain network upon which Tokens are dependent.

There can be no assurance that governmental authorities will not examine the operations of Token Owner and/or Token Generator Parties and/or pursue enforcement actions against them. All of this may subject Token Owner and/or Token Generator Parties to judgments, settlements, fines or penalties, or cause them to restructure their operations and activities or to cease offering certain products or services in some or all jurisdictions, all of which could harm Token Owner and/or Token Generator Parties' reputation or lead to higher operational costs, which may, in turn, have a material adverse effect on Tokens and/or the development of the Ecosystem.

5.2 Purchaser Bears Responsibility of Legal Categorisation

There is a risk that Tokens might be considered a security in certain jurisdictions, or that they might be considered to be a security in the future. The Token Owner does not provide any warranty or guarantee as to whether Tokens will be a security in the jurisdiction of the Purchaser. Each Purchaser will bear all consequences of Tokens being considered a security in their respective jurisdiction. Every Purchaser is responsible to confirm if the acquisition and/or disposal of Tokens is legal in its relevant jurisdiction, and by accepting this Token Sale Agreement, each Purchaser undertakes not to use Tokens in any jurisdiction where doing so would be unlawful. If a Purchaser establishes that the purchase or use of Tokens is not legal in its jurisdiction, it should not acquire Tokens and must immediately stop using or possessing Tokens.

Acquiring Tokens in exchange for cryptocurrencies will most likely continue to be scrutinized by various regulatory bodies around the world, which may impact the usage of Tokens. The legal ability of the Token Owner to provide or support Tokens in some jurisdictions may be eliminated by future regulation or legal actions. In the event the Token Owner determines that the purchase or usage of Tokens is illegal in a certain jurisdiction, the Token Owner may cease operations in that jurisdiction, or adjust Tokens or the Protocol in a way to comply with applicable law.

5.3 Purchaser Bears Responsibility for Complying with Transfer Restrictions

Tokens may be placed on third-party exchanges, giving future purchasers and users an opportunity to openly buy Tokens. Existing or future laws on the circulation of securities may treat Tokens like securities in certain jurisdictions and prohibit the sale of Tokens to the residents of those countries. When buying Tokens, Purchaser must be aware of existing restrictions on their subsequent sale and remain aware of any changes of laws applicable to it for the entire time while it is holding Tokens.

6 General Security Risks

6.1 Risk of theft and Hacking

Token generation events and initial coin offerings are often targeted by hackers and other bad actors. Hackers may attempt to interfere with the Purchaser's digital wallet, the Token Smart Contract, or the availability of Tokens, in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks. Any such attack may result in theft of Purchaser's Tokens.

6.2 Private Keys

Tokens purchased by Purchaser may be held by Purchaser in Purchaser's digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with Purchaser's digital wallet or vault storing Tokens will most likely result in loss of such Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service Purchaser uses, may be able to misappropriate Purchaser's Tokens. Token Owner is not responsible for any such losses.

6.3 Failure to Map a Public Key to Purchaser's Digital Wallet

Failure of the Purchaser to map a public key to Purchaser's digital wallet may result in third-parties being unable to recognize buyer's Token balance on the Ethereum blockchain when and if they configure the initial balances of a new blockchain based upon the Protocol. This may affect the usability of Purchaser's Tokens temporarily or even permanently.

6.4 Exchange Risks

If Purchaser sends Ether to the Token Owner from an exchange or an account that Purchaser does not control, Tokens will be allocated to the account that has sent Ether. Therefore, Purchaser may never receive or be able to recover Purchaser's Tokens. Furthermore, if Purchaser chooses to maintain or hold Tokens through a cryptocurrency exchange or other third party, Purchaser's Tokens may be stolen or lost if that exchange or third party should be hacked or otherwise affected by fraudulent or criminal or incompetent actions.

6.5 Risk of Incompatible Wallet Services

The wallet or wallet service provider used for the acquisition and storage of Tokens has to be technically compatible with the Tokens. Failure to assure compatibility may result in the Purchaser not being able to gain access to its Tokens.

6.6 Risk of Weaknesses or Exploitable breakthroughs in the Field of Cryptography

Advances in cryptography, or other technical advances such as the development of quantum computers, could present risks to cryptocurrencies, Ethereum and Tokens, which could result in the theft or loss of Tokens.

6.7 Internet Transmission Risks

There are risks associated with using Tokens including, but not limited to, the failure of hardware, software, and internet connections. The Token Owner shall not be responsible for any communication failures, disruptions, errors, distortions or delays Purchaser may experience when using its Ecosystem and Tokens, howsoever caused. Transactions in cryptocurrencies may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Cryptocurrency transactions are deemed to be made when recorded on a public ledger, which is not necessarily the date or time when the transaction is initiated.

7 Protocol and Token Smart Contract Disclosures

7.1 No Guarantee that the Ecosystem or Token Smart Contract Will Be Developed

Purchaser acknowledges, understands and agrees that Purchaser should not expect, and there is no guarantee or representation or warranty by Token Owner or Service Provider that: (a) the Ecosystem and Token Smart Contract will ever be adopted; (b) the Ecosystem and Token Smart Contract will be adopted as developed and not in a different or modified form; (c) a final Ecosystem utilizing or adopting the Token Smart Contract will ever be launched; and (d) a final blockchain will ever be launched with or without changes to the Token Smart Contract and with or without a distribution of tokens matching the fixed initial balances of Tokens recorded on the Token Smart Contract. Furthermore, Tokens issued under the Token Smart Contract may not

have any functionality on the final blockchain and holding Tokens is not a guarantee, representation or warranty that the holder will be able to use such final blockchain, or receive any tokens actually utilized on the Ecosystem with the final blockchain created, even if the Ecosystem is launched and the Token Smart Contract is adopted, of which there is no guarantee, representation or warranty made by Token Owner.

7.2 Risks Associated with the Token Smart Contract and Associated Software and/or Infrastructure.

(a) Malfunctions

The Token Smart Contract is based on the Ethereum blockchain. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause Tokens and/or the Ecosystem to malfunction or function in an unexpected or unintended manner.

(b) Bugs and Weaknesses

The Ethereum blockchain rests on open source software, and accordingly there is the risk that the Token Smart Contract may contain intentional or unintentional bugs or weaknesses which may negatively affect Tokens or result in the loss or theft of Tokens or the loss of ability to access or control Tokens. In the event of such a software bug or weakness, there may be no remedy and Token holders are not guaranteed any remedy, refund or compensation.

(c) Delays and Congestions

On the Ethereum blockchain, timing of block production is determined by proof of work. Thus block production can occur at random times. For example, Ether contributed to the Token Smart Contract in the final seconds of a distribution period may not get included for that period. Purchaser acknowledges and understands that the Ethereum blockchain may not include the Purchaser's transaction at the time Purchaser expects and Purchaser may not receive Tokens the same day Purchaser sends Ether. The Ethereum blockchain is prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the Ethereum network in an attempt to gain an advantage in purchasing cryptographic tokens. Purchaser acknowledges and understands that Ethereum block producers may not include Purchaser's transaction when Purchaser wants or Purchaser's transaction may not be included at all.

(d) Value of Ether

Ether, the native unit of account of the Ethereum blockchain, may itself lose value in ways similar to Tokens, and also other ways. More information about Ethereum is available at <http://www.ethereum.org>.

7.3 Irreversible Nature of Blockchain Transactions

Transactions involving Tokens that have been verified, and thus recorded as a block on the blockchain, generally cannot be undone. Even if the transaction turns out to have been in error, or due to theft of a user's Tokens, the transaction is not reversible. Further, at this time, there is no governmental, regulatory, investigative, or prosecutorial authority or mechanism through which to bring an action or complaint regarding missing or stolen cryptocurrencies and Tokens. Consequently, the Token Owner may be unable to replace missing Tokens or seek reimbursement for any erroneous transfer or theft of Tokens.

7.4 Amendments to Protocol

The development team and administrators of the source code for Ethereum blockchain or the Token Smart Contract could propose amendments to such network's protocols and software that, if accepted and authorized, or not accepted, by the network community, could adversely affect the supply, security, value, or market share of Tokens.

7.5 Risk of Mining Attacks

As with other decentralized cryptocurrencies, the Ethereum blockchain, which is used for Tokens, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attack presents a risk to Tokens, including the expected proper execution and

sequencing of Tokens and Ethereum contract computations in general. Despite the efforts of the Token Owner and the Ethereum Foundation, the risk of known or novel mining attacks exists. Mining attacks, as described above, may also target other blockchain networks, with which Tokens interact. Consequently Tokens may be impacted also in that way to the extent described above.

8 Token Generator and Service Provider Disclosures

8.1 Legal Structure of Token Owner and Service Provider

The Token Owner is a Limited Liability Partnership incorporated in the United Kingdom pursuant to the local Law. As holders of Tokens, Purchasers are not entitled to any shares/ownership stakes of Token Owner nor to any other right or interest in or to Token Owner (including any debt or equity interest therein) and will have no rights to appoint or remove the general partner, board of directors or operators of Token Owner.

The Service Provider (Token Generator) is TOXIC LLP is a Limited Liability Company incorporated in the Ukraine pursuant to the local Law, providing Services within the Ecosystem. As holders of Tokens, Purchasers are not entitled to any shares of Service Provider nor to any other right or interest in or to Service Provider (including any debt or equity interest therein) and will have no rights to appoint or remove the board of directors of Service Provider.

Because Tokens confer no governance rights of any kind with respect to the Token Owner, Service Provider or the Ecosystem, all decisions involving the Token Owner's and Service Provider's products or services, including the services provided within the Ecosystem, will be made by Token Owner and/or Service Provider in their sole discretion. These decisions could adversely affect the Ecosystem and the utility of any Tokens you own.

8.2 Relationship Between Token Owner and Service Provider

The Token Owner and Service Provider are not partners under any partnership arrangement and, accordingly, neither party may contractually bind the other as its partner.

8.3 Dependence on Management Team

The ability of each of the Token Owner's and Service Provider's project teams, which are respectively responsible for maintaining the competitive position of the Tokens and Protocol, is dependent to a large degree on the services of their management teams. The loss or diminution in the services of members of such senior management team or an inability to attract, retain and maintain additional senior management personnel could have a material adverse effect on the Tokens and the Ecosystem. Competition for personnel with relevant expertise is intense due to the small number of qualified individuals, and this competition may seriously affect such entity's ability to retain its existing senior management and attract additional qualified senior management personnel, which could have a significant adverse impact on the Tokens and the Ecosystem.

8.4 Risks related to Reliance on Third Parties

Even if completed, the Ecosystem will rely, in whole or partly, on third-parties to adopt and implement it and to continue to develop, supply, and otherwise support it. There is no assurance or guarantee that those third-parties will complete their work, properly carry out their obligations, or otherwise meet anyone's needs, any of which might have a material adverse effect on the Ecosystem.

8.5 Insufficient Interest in the Ecosystem and Tokens

It is possible that the Ecosystem or Tokens will not be used by a large number of individuals, businesses and organizations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of the Tokens and Ecosystem.

8.6 Product & Services Development Risks

The development of the Token Smart Contract and/or Ecosystem may be abandoned for a number of reasons, including lack of interest from the public, insufficient funding, insufficient commercial success, or prospects or departure of key personnel.

8.7 Changes to Ecosystem

The Ecosystem is still under development and may undergo significant changes over time. Although Service Provider intends for the Ecosystem to have the features and specifications set forth in the White Paper, changes to such features and specifications may be made for any number of reasons, any of which may mean that the Ecosystem does not meet expectations of the Purchaser.

8.8 Other Projects

The Token Smart Contract and Ecosystem may give rise to other, alternative projects, promoted by parties that are affiliated or unaffiliated with the Token Owner or Service Provider, and such projects may provide no benefit to the Tokens or Ecosystem.

8.9 Disclosures Relating to conflicts of Interest

Any of the Token Owner and/or Service Provider and/or Token Generator Parties may be engaged in transactions with related parties and conflicts of interest may arise, potentially resulting in the conclusion of transactions on terms not determined by market forces.

9 Other Disclosures

Purchases of Tokens should be undertaken only by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of cryptocurrencies, including cryptographically secured digital tokens, and blockchain based software systems. Purchaser should have a functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. While the Token Owner will be available to assist purchasers of Tokens during the sale, the Token Owner will not be responsible in any way for loss of BTC, ETH, other cryptocurrencies, or Tokens resulting from actions taken by, or omitted by Purchasers. If you do not have such experience or expertise, you should not purchase Tokens or participate in the sale of Tokens.

Cryptographic tokens such as Tokens are a new and untested technology. In addition to the risks included above, there are other risks associated with your purchase, possession and use of Tokens, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed above.