

TRI Token Sale

TERMS AND CONDITIONS RELATING TO TOKEN SALE

WARNING

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

THIS DOCUMENT AND ANY OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE RELATE TO A TOKEN OFFERING (TOKEN) TO PERSONS (CONTRIBUTORS) IN RESPECT OF THE INTENDED DEVELOPMENT AND USE OF THE PLATFORM BY VARIOUS PARTICIPANTS.

THIS DOCUMENT DOES NOT CONSTITUTE AN OFFER OF SECURITIES COMMODITIES SWAPS OR A PROMOTION, INVITATION OR SOLICITATION FOR INVESTMENT PURPOSES. THE TERMS OF THE CONTRIBUTION ARE NOT INTENDED TO BE A FINANCIAL SERVICES OFFERING DOCUMENT OR A PROSPECTUS. THE TOKEN OFFERING INVOLVES AND RELATES TO THE DEVELOPMENT AND USE OF EXPERIMENTAL PLATFORM (SOFTWARE) AND TECHNOLOGIES THAT MAY NOT COME TO FRUITION OR ACHIEVE THE OBJECTIVES SPECIFIED IN THE WHITE PAPER. THE PURCHASE OF TOKENS REPRESENTS A HIGH RISK TO ANY CONTRIBUTOR. THE TOKENS DO NOT REPRESENT EQUITY, SHARES, UNITS, ROYALTIES OR RIGHTS TO CAPITAL, PROFIT OR INCOME IN THE PLATFORM OR SOFTWARE OR IN THE ENTITY THAT ISSUES TOKENS OR ANY OTHER COMPANY OR INTELLECTUAL PROPERTY ASSOCIATED WITH THE PLATFORM OR ANY OTHER PUBLIC OR PRIVATE ENTERPRISE, CORPORATION, FOUNDATION OR OTHER ENTITY IN ANY JURISDICTION. THE TOKENS ARE NOT THEREFORE INTENDED TO REPRESENT A SECURITY COMMODITIES SWAPS OR SIMILAR LEGAL INTEREST.

1. INTRODUCTION

- 1.1. Your acquisition of TRI Tokens (as defined below) during the Token Sale (as defined below) from Dapptricity Plc, a company registered in the Isle of Man, at registered address: 2nd Floor, Wellington House, Market Street, Douglas, Isle of Man, IM1 2PQ and with company registration number 131057C (Company, we, our or us) is subject to these TRI Token Sale Terms and Conditions (Terms). Each of you and Company is a Party and, together are the Parties.
- 1.2. By purchasing Tokens during the Token Sale and indicating your acceptance of these Terms on the Website and the Privacy Policy, you will be bound by these Terms the Privacy Policy and any other terms incorporated by reference. If you have any questions regarding these Terms or the Privacy Policy, please contact us at contact@dapptricity.com. These terms and conditions contain provisions which affect your legal rights.
- 1.3. In order to be eligible to participate in the Token Sale, you will have to visit the Website and provide Your Wallet information. Your Wallet must support the Ethereum EIP-20 (formerly known as ERC-20) token standard in order to receive TRI Tokens.
- 1.4. The Company is conducting a sale of Tokens and the Token Sale will be made available to a number of participants under the Terms herein.
- 1.5. Due to legal and regulatory reasons any persons who are either citizens, nationals or persons resident in the countries listed in Schedule 3 are prohibited in making contributions to the Company and participating in the Token Sale. Any person that participates in the Token Sale by providing false information about their citizenship, residency and/or nationality shall be in breach of these Terms and Conditions and shall be required to indemnify the Company in respect of any damages and/or losses suffered due to this breach in accordance with the indemnification provisions set out in these Terms and Conditions.

2. DEFINITIONS AND INTERPRETATIONS

- 2.1. In these Terms, references to the following words shall have the meanings set out below:-

Availability Period	On or after September 14th, 2020.
Dapptricity, Company, we, our or us	Means Dapptricity Plc
Contributor(s), you or your	the person(s) who make Contributions in accordance with, and who agree to, these Terms.
Contribution Failure	the failure to obtain a minimum of US\$5,000,000 (five million United States dollars) during the Token Sale.
Contributions	payment in cryptocurrency (i.e. ETH) in return for issuance of Tokens in accordance with these Terms.
Contribution Soft Cap	has the meaning given to it in clause 5.11.
Effective Date	<ul style="list-style-type: none"> • Pre-Sale of TRI tokens for accredited or sophisticated contributors is planned for September 14th, 2020; • Public-Sale of TRI tokens for public contributors is tentatively planned for October 1st, 2020. <p>Both dates are subject to change.</p>
ETH	Ethereum
Intellectual Property Rights	rights to all existing and future patents, trademarks, design rights, service marks, trade dress, trade or business names (including domain names), registered designs, copyright (including rights in computer software), moral rights, database rights, format rights and topography rights (whether or not any of these is or are registered and including applications for registration), know-how, trade secrets and rights of confidence and all rights and forms of protection throughout the world of a similar nature or with similar effect to any of these for the full unexpired period of any such rights and any extensions and/or renewals thereof.
KYC Information	Such due diligence information and/or documents that we may request from you from time to time (for example, but not limited to, name, address, date of birth, passport and utility bill copies).
Our Marks	the words TRI and/or any logo, trademark, domain name or trade name that contains, is confusingly similar to or is comprised of Our Marks or any other name or mark owned or controlled from time to time by us.
Platform	https://dapptricity.io
Price	the value of contribution given by the Contributor in exchange for the TRI Tokens as specified in clause 5.9.
Privacy Policy	Means the privacy policy of the Company as published on the Website.
Project Abandonment/Failure	has the meaning given to it in paragraph 7 of the Schedule 1
Rate/R	The ETH to USD exchange rate that will be applied to the Price of your Contribution. Rate is provided by Coinmarketcap

	(http://coinmarketcap.com) and specified to you at the time you apply to make your Contribution on the Website.
Released Parties	any of our respective past, present and future founders, employees, officers, directors, contractors, consultants, equity holders, suppliers, advisors, auditors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns.
Risk Factors	the non-exhaustive list of risk factors listed in the Schedule 1.
SCS or Smart Contract System	has the meaning given to it in paragraph 4.1.
Sites	the Websites and any other online site, application or platform that are owned, operated or controlled by or on behalf of us from time to time and each of its related pages through which a Contributor takes part in the Token Sale Program or the Token Sale.
Terms	these terms and conditions.
Token or TRI Token	the cryptocurrency tokens issued in respect of the development of the Platform in return for Contributions by participants including the Contributor and that are intended to be usable as a trade settlement instrument on the Platform, the functionality of which are as described in Schedule 2.
Tokenholders	persons who have applied for, and received, Tokens directly from the Company in accordance with these Terms or any applicable valid private Token Sale agreement.
Token Sale	the utility token sale of Tokens in order to help fund the development of the Platform.
Our Wallet	the crypto-wallet(s) that we use for receipt of Contributions and issuance of Tokens to you in accordance with these Terms on the applicable Website.
Your Wallet	the Ethereum EIP-20 (formerly known as ERC-20) compliant Token wallet notified by you in writing (or via the Website) to us, into which Contributors' Tokens will be placed in accordance with these Terms;
Wallet	Your Wallet or Our Wallet;
Website(s)	dapptricity.com, dapptricity.io and any other replacement website we notify you from time to time (and such other web addresses including RSS feeds that are owned, operated or controlled by or on behalf of us from time to time and that make available such website) and each of its related pages.
White Paper	The white paper available at dapptricity.com .

2.2. In these Terms (except where the context otherwise requires):

- 2.2.1. The Section headings are included for convenience only and shall not affect the interpretation of these Terms;

- 2.2.2. Any phrase introduced by the terms "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
 - 2.2.3. Any reference to "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
 - 2.2.4. Any reference to a statute, statutory provision, ordinance, subordinate legislation, code or guideline ("legislation") is a reference to that legislation and all other subordinate legislation made under the relevant legislation as amended and in force from time to time and to any legislation that re-enacts or consolidates (with or without modification) any such legislation.
- 2.3. This Agreement is drafted in the English language. If these Terms is translated into another language, the English language text shall in any event prevail.

3. TOKEN SALE

- 3.1. In consideration of payment of the Contributions and subject to the Company's verification of your KYC Information, the Company will allocate and transfer the relevant number of Tokens Contributed for into Your Wallet from Our Wallet after the closing of the Token Sale.
- 3.2. Commencement and Duration. The Company will conduct a public sale of Tokens (Sale), which will begin at 12:00 UTC on October 1st, 2020 (the Launch Date) and end at 17:00 UTC on March 31st, 2021 or when 20,000,000 (twenty million) Tokens have been sold (see Clause 5.11), whichever is occurs first (Availability Period).
- 3.3. Participants will be given the option to stake their TRI tokens for a specific period of time. Depending on the duration that they select to "lock" their funds, they will receive an incentive ("Bonus Tokens"). The Company may choose to remove this functionality in the future or change the provided bonus. In such case, the participants that have already staked their funds will receive their tokens and incentive at the agreed time after the Lock Period.

After the Lock Period, you will have the option to withdraw all or part of your TRI tokens. All tokens should be transferred to an address owned and controlled by you.

During the "Lock Period", tokens will be held in a smart contract in the public blockchain dedicated to this function. Neither the Company nor you will have access to these TRI tokens during the Lock Period. You will be the owner of the staked TRI tokens during the Lock Period but you will not be able to access them, ownership of the Bonus Tokens will be transferred to you after the conclusion of the Lock Period. Once the Lock Period has expired, you will have to claim your tokens through the TriPay Application. Any transaction, including claiming TRI after the end of the Lock Period, may be subject to KYC verification by the Company.

Once the staking order has been placed in the blockchain, you will not be able to cancel the order or change the Lock Period.

Please see below for the options provided to a participant during the token sale:

- Purchase TRI without Staking. You will receive TRI Tokens after release and No Bonus tokens will be granted after the Tokens are released;
- Stake TRI for 2 years. You will receive 50% extra TRI after the Lock Period;
- Stake TRI for 1 year. You will receive 25% extra TRI after the Lock Period;
- Stake TRI for 6 months. You will receive 15% extra TRI after the Lock Period;
- Stake TRI for 3 months. You will receive 10% extra TRI after the Lock Period;
- Stake TRI for 1 month. You will receive 5% extra TRI after the Lock Period;

4. CONTRIBUTION MECHANISM

- 4.1. The Company has deployed a Smart Contract System on the Ethereum blockchain for the purposes of creating the Tokens and issuing the Tokens to your Wallet. The Token shall be based on the EIP – 20 (formerly ERC20) token standard.
- 4.2. The Smart Contract System shall be made available to receive contributions during the Availability Period.

5. METHOD OF CONTRIBUTION

- 5.1. You may contribute to the Company during the Token Sale in the manner described in this clause 5.1.
- 5.2. The creation and issue of Token shall be initiated by the Contributor registering an account in Our website and transferring an amount in ETH during the Availability Period to the Smart Contract System, located on the Ethereum blockchain at the address to be published on <https://dappricity.io> when the Contribution Period commences. The Smart Contract System's receipt of the contribution in ETH from the Contributor will trigger a smart contract operation whereby the Tokens will be created and issued to the Ethereum wallet address from which the contribution was received.
- 5.3. Contributions shall be sent exclusively to the Smart Contract System's address specified on the <https://dappricity.io> in accordance with clause 5.2. To the extent that any third-party website, service or smart-contract offers to receive contributions and issue the Tokens or facilitates the allocation or transfer of the Tokens in any way during the Availability Period, such third-party websites or services are, unless expressly set out in these Terms or mentioned on the <https://dappricity.io> not authorised by Dappricity nor do they have any legal or commercial relationship in any way with Dappricity, the Platform or the Token.
- 5.4. The Smart Contract System shall only accept contributions that are made in ETH. The Smart Contract System will not accept any contributions made in fiat currencies or any cryptocurrencies (other than ETH). Contributors that send contributions:
 - 5.4.1. in a fiat currency or any cryptocurrency other than ETH; or
 - 5.4.2. to any third-party website, wallet address, service or smart contract that offers the Tokens in the manner described in clause 5.3 risk losing their entire contribution and Dappricity shall not be responsible or liable for recovering or returning any such contributions to the Contributor nor shall Dappricity be responsible or liable for any losses incurred by the Contributor in this respect.
- 5.5. In order to receive the Tokens, Contributors must have an Ethereum wallet that supports the EIP-20 (formerly ERC20) token standard (in other words the Contributor's Ethereum wallet must possess technical infrastructure that is compatible with the receipt, storage and transfer of the Token, being tokens that are created based on the EIP-20 token standard (formerly ERC20 token standard). We reserve the right to prescribe additional conditions relating to the specific wallet requirements at any time acting in our sole and absolute discretion.
- 5.6. Only Contributions paid in ETH into Our Wallet during the Availability Period will participate in Token issuance. To the extent that any third-party website, service or smart-contract offers Tokens during the Availability Period or facilitates the allocation or transfer of Tokens in any way during the Availability Period or at any time up to Platform launch, such third-party websites or services are, unless explicitly mentioned on the website specified above, not authorised by us and have no relationship in any way with us. We shall not be liable for you making any transfers of value to a wallet that is not Our Wallet as specified by us in writing.
- 5.7. Subject to compliance with the foregoing provisions of this clause 5, delivery of the Tokens to the Contributor's Ethereum wallet address shall be made in accordance with clause 5.22.
- 5.8. Any Contribution made to us during the Availability Period are characterised as a non-refundable and non-redeemable acquisition of Tokens.
- 5.9. The initial offer Price of Tokens shall be calculated as follows

The number of Tokens (N) purchased shall be calculated as follows:

- Amount (A) = ETH paid into Our Wallet

- Rate (R) = the Rate applied to your Contribution.
- Price per Token at Token Sale (T) = USD 1.02

Number of Tokens to be issued to the Participant after Token Sale:

$$(N) = A * R / T *$$

- 5.10. You agree that you shall have no further claims against the Company in respect of your support of the Platform, the Token Sale in respect of any support, contribution or advice provided to the Company or Released Parties save for as detailed in these Terms and that receipt of N Tokens will constitute full performance of any promises, representations, contracts or statements made by the Company or any Released Parties in respect of the same.

Contribution Limits:

- 5.11. The maximum number of Contributions that we will accept during the Token Sale is the amount necessary for the creation of 20,000,000 (twenty million) Tokens (Contribution Hard Cap).
- 5.12. Once the Contribution Soft Cap of 5,000,000 (five million) Tokens is reached we will extend the sales to offer a fair opportunity to all interested parties to participate in the Token Sale until the Hard Cap is reached or until we decide to close the Token Sale. After that no more Contributions will be accepted.

Minimum Contribution: amount necessary for creation of fifty (50) Tokens.

Contribution timing and thresholds

- 5.13. Block Time Delay: You are aware that, due to block time delay on blockchains, the exact time of the end of the Availability Periods cannot be guaranteed.
- 5.14. Contribution Freeze / Abort: During the Availability Period, we may at any time stop the contribution function and/or may temporarily suspend or permanently abort the Token Sale for technical, legal or security reasons. As long as such contribution freeze is upheld or if the Availability Period is aborted, no further Contribution will be possible. During any period of suspension or in the event that the Availability Period is aborted, the Smart Contract System will no longer be able to receive and accept Contributions, create Token and/or issue Tokens to Contributors. Contributors who send us contributions after the Token Sale has been suspended or aborted risk losing their entire contribution and we shall not be responsible or liable for recovering or returning any such contributions to the Contributor nor shall we be responsible or liable for any losses incurred by the Contributor in this respect. Contributors are therefore strongly advised to check our website before sending a contribution to the Smart Contract System.
- 5.15. You are responsible for ensuring that the ETH address used for your Contribution is able to handle return functions and particularly, must ensure that you do not Contribute directly from an address provided by a cryptocurrency exchange service provider: failure to do so, may lead to your loss of your Contribution) - this also applies in the event that your Contribution is not accepted by the SCS for any other reason. Contributors must provide Ethereum EIP-20 (formerly known as ERC-20) token compatible address for receiving Tokens.

Contribution Failure

- 5.16. In the event of a Contribution Failure then the Token Sale might be abandoned and in such event, no Tokens shall be issued and the Company shall, within a reasonable period of time exercise reasonable endeavours to procure that all Contributions shall be returned to you, subject to any deductions related to network fees, for the final settlement of any obligations related to the Token Sale and your intention to acquire Tokens.
- 5.17. These Terms shall terminate immediately upon return of your Contribution to Your Wallet.
- 5.18. The Company reserves the right to refuse or reject any contributions made at any time in our sole and absolute discretion. To the extent that we refuse or reject a contribution, we will exercise reasonable endeavours to procure that the contribution is returned to the Contributor to the Ethereum wallet from which the contribution was made, however, we do not warrant, represent

or offer any assurances that we will successfully be able to recover and/or return any such contributions.

- 5.19. Subject to clauses 6.1 and 6.3 and except to the extent required by applicable law, all contributions received by the Company under these Terms are final and Contributors shall not be entitled to claim any refund or reimbursement of contributions from the Company.

Contribution Must Be Received in Full Within 24 Hours

- 5.20. On your application to make a Contribution, we shall issue you with individual payment instructions and you shall have 24 hours within which to pay the specified Price to Our Wallet: if you fail to pay the Contribution within this time-period, the amount of Tokens that you receive shall be made in accordance with the applicable Rate at the time your Contribution is deemed to have been received.
- 5.21. For the avoidance of doubt, the time of payment is deemed to be the time (block time) at which the Contribution is included in the block on the Blockchain (subject to any changes caused by updates in the Blockchain e.g. forks etc.).

Delivery of Tokens

- 5.22. We will deliver the quantity of Tokens you purchase, subject to KYC verification, by the later of:
 - 5.22.1. Four (4) weeks after the Availability Period (although we may extend the delivery deadline for additional time if necessary, to address any unforeseen technical difficulties and provided that we notify you of the same), or
 - 5.22.2. Two (2) week after you have provided complete and accurate details of Your Wallet or any additional information required by us (e.g. requested KYC Information). For the avoidance of doubt, any such extension shall not affect our obligation to deliver, and your obligation to accept, the Tokens that have been acquired in accordance with these Terms, or
 - 5.22.3. Four (4) weeks after the expiry of the staking option(s) you have selected.
- 5.23. Delivery of the Tokens is deemed to take place when the delivery of has been recorded on the blockchain.

Contribution Information:

- 5.24. Relevant information relating to the Contributions made during the Availability Period shall be recorded by the Contribution Software (**Contribution Information**).
- 5.25. Upon a successful Contribution having been made, the Contribution Information will reflect the quantity of Tokens to be allocated to the Contributor in proportion to their Contribution.

Issuance of Tokens

- 5.26. Issuance of the respective entries of the Public Key (PUK) of Tokenholders are made by the Company using Smart Contract System on the Blockchain according to the allocation information in the Contribution Software.
- 5.27. The creation and allocation of Tokens by the Contribution Software are initiated by the Company after the end of the Token Sale. The Company creates and allocates the corresponding Tokens to Your Wallet.

6. POSSIBLE MIGRATION OF TOKENS

- 6.1. Tokens are being created as EIP-20 (formerly known as ERC-20) tokens on the Ethereum protocol. We reserve the right to migrate the EIP-20 based Tokens (Pre-existing Tokens) to another protocol and to generate replacement Tokens on the new protocol (Replacement Tokens) in the future, should we determine, in our sole discretion, that doing so is necessary or useful to the operation of the Platform.
- 6.2. Should we decide to migrate the Tokens, we may no longer provide support for the Pre-existing Tokens except with respect to the migration process. Although we do not at this time anticipate that it will require any Pre-existing Tokenholders to convert their Pre-existing Tokens to

Replacement Tokens, we anticipate there will be significant incentives for Pre-existing Tokenholders to do so, since the practical utility of Pre-existing Tokens will likely diminish rapidly once the Replacement Tokens are created and in use by a significant portion of Platform participants. Accordingly, you acknowledge and agree that in order for you to continue to obtain utility from the Tokens you may need to convert the Tokens you purchase during the Sale to Replacement Tokens in the future.

- 6.3. Should we decide to migrate the Tokens, we will notify you via the email address you provided to us at the time of the Sale. You are solely responsible for updating us should your contact information change.
- 6.4. You also understand and accept that as the Token issuance is smart-contract based, the functions, terms and conditions applicable thereon are set forth in the Smart Contract System existing on the Ethereum blockchain. Furthermore, no other document or communication may modify or add any additional obligations or covenants for the Token Issuing beyond those set forth in the SCS or these Terms.
- 6.5. The Contributor agrees that they shall have no further claims against the Company in respect of their support of the Platform or the Token Sale in respect of any support, contribution or advice provided to the Company or Released Parties save for as detailed in these Terms and that receipt of your Tokens will constitute full performance of any promises, representations, contracts or statements made by the Company or any Released Parties in respect of the same.
- 6.6. Should we decide to migrate the Tokens, the issuance of any Replacement Tokens will be subject to these Terms (including any variation or modification thereto) and upon the issuance of any Replacement Tokens to you confirm that all representations and warranties given by you to us under these Terms are true and correct at the time of issuance of the Replacement Tokens.

7. TOKEN FUNCTIONALITY

- 7.1. Tokens are only intended for use in connection with the Platform under the various applicable terms.
- 7.2. The exact functioning of Tokens on the Platform shall only be determined once the Platform is developed and fully operational and subject to any applicable terms of use of the Platform.
- 7.3. Ownership of Tokens carries the rights of use as a means of payment for the services on the Platform and participation in the loyalty programs, if the Platform is successfully completed and deployed. Beyond this, ownership of Tokens carries no other rights express or implied. In particular, the Contributor understands and accepts that they have no right to claim as a holder of Tokens any Intellectual Property Rights, income, profit, dividend, capital, equity, royalties or equivalent rights or any other form of economic or voting participation in or relating to the Company, the Platform and any parties related to the Platform development project.

8. LEGAL STATUS OF THE COMPANY AND PLATFORM PROJECT

- 8.1. Tokens are a proprietary blockchain token giving the Token holders the right to use the Token as a means of payment for the services on the Platform.
- 8.2. The founders of the Company have established the Company in order to develop the Dapptricity Ecosystem primarily to establish a blockchain lottery and has now expanded the Ecosystem to encompass more diversified uses.
- 8.3. Acquisitions of Tokens are non-refundable. Tokens are not redeemable to the Company other than as specifically advised in the terms herein and any terms applicable to use of the Platform.
- 8.4. Tokens can only be acquired and used in connection with the Platform under these Terms, the SCS and subject to any other terms and conditions that will be implemented for users of the Platform on which the Tokens shall be usable. Tokens have no nominal or par value.
- 8.5. By contributing to the Platform project including by receiving, using and holding Tokens, no form of partnership, joint venture or any similar relationship between the Contributors, the Company and/or other individuals or entities involved with the Platform and the project shall be created or envisaged.

9. PLATFORM LAUNCH

- 9.1. If we are successful in developing the Platform according to the White Paper, when we determine that the technology, protocols and ecosystem have been sufficiently developed to allow the Platform features specified in White Paper to be launched, we will issue a public announcement, including any relevant material information, to the Token holders via the Website.

10. REPRESENTATIONS

- 10.1. You acknowledge and represent that you:
 - 10.1.1. have full legal capacity, power and authority to accept and be bound by these Terms and the Privacy Policy and to perform its obligations hereunder;
 - 10.1.2. are of a legal age to enter into and be bound by these Terms and the Privacy Policy, meets all other eligibility and residency requirements, and is fully able and legally competent to agree to these Terms and the Privacy Policy, conditions, obligations, affirmations, representations and warranties set forth herein;
 - 10.1.3. these Terms and the Privacy Policy constitute valid and binding obligation of the Contributor, and are enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity;
 - 10.1.4. you are entering into these Terms for your own account and not as a nominee or agent;
 - 10.1.5. you have such knowledge and experience in technology and financial and business matters that you are capable of evaluating the merits and risks of entering into the Token Sale and these Terms, are able to incur a complete loss of any monies or assets involved in the purchase of Tokens without impairing your financial condition and are able to bear the economic risk of such participation for an indefinite period of time;
 - 10.1.6. have an in-depth knowledge and deep understanding of the cryptoassets market, Blockchain-based systems and cryptocurrencies;
 - 10.1.7. the Contribution that you make to the Token Sale is not the proceeds of crime and is from your tax paid income and the action of contributing to the Token Sale does not contravene any obligations such as exchange or capital controls and the making of the Contribution is not otherwise prohibited in your jurisdiction or any other jurisdiction to which you or Contribution may be subject to;
 - 10.1.8. do not require any approvals consents or any other actions from any third party.
- 10.2. By Contributing to the Token Sale and/or by receiving, using and holding Tokens, you represent and warrant that you:
 - 10.2.1. understand and expressly accept that due to the complexity of international financial regulations and a lack of agreement and harmonisation in international law in respect of token sales the Company will operate under the laws where it is established and any other applicable mandatory laws pursuant to the sovereignty of legal jurisdictions but subject to international conflict of law frameworks and principles;
 - 10.2.2. enter into the Token Sale having made enquiry and satisfied yourself that it does not represent the offer of 'securities' under generally agreed principles of international law including the laws of the European Union, the United Kingdom, Isle of Man, the United States of America and (if different), the jurisdiction in which you are established.
 - 10.2.3. have a detailed understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, like ETH and blockchain-based software systems;
 - 10.2.4. are legally permitted to receive and hold and make use of Tokens in your jurisdiction or elsewhere;
 - 10.2.5. will carefully review the code of the Token and fully understand and accept the functions of the same;
 - 10.2.6. are legally permitted to contribute to the Platform;

- 10.2.7. are of a sufficient age to legally acquire Tokens;
- 10.2.8. will use a wallet or wallet service provider that technically supports Ethereum
- 10.2.9. EIP-20 (formerly known as ERC-20) Tokens: you understand and accept, that failure to ensure this may result in an inability to access to your Tokens;
- 10.2.10. will take sole responsibility for any restrictions and risks associated with the receiving and holding of Tokens;
- 10.2.11. are not contributing to obtain Tokens purely for the purpose of speculative investment or the hope that the value of Tokens will increase and are acquiring Tokens to support and/or participate in the Platform;
- 10.2.12. are not obtaining or using Tokens for any illegal purposes;
- 10.2.13. waive the right to participate in a class action lawsuit or a class-wide arbitration in respect of the Contribution or against the Company or any entity or individual involved with the issuance or allocation of Tokens or in respect of the development and operation of the Platform;
- 10.2.14. understand that the Contribution and allocation of Tokens do not involve the purchase of equity, shares or rights to other securities or any equivalent legal interest in any existing or future public or private company, corporation or other entity in any jurisdiction;
- 10.2.15. understand and expressly accept that there are no any warranties of any kind, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose in respect of Tokens and/or the success of the Platform and/or Project, expressed or implied and to the fullest extent permitted by applicable law and that Tokens are created, acquired and exchanged at your sole risk on an “as is” and “under development” basis;
- 10.2.16. understand that you have no right against any other party to request any refund of Contributions made to the Company;
- 10.2.17. understand that with regard to Tokens no market liquidity may be guaranteed and that the value of Tokens over time (if any) may experience extreme volatility or depreciate entirely;
- 10.2.18. bear the sole responsibility to determine if your Contribution or the allocation, use or ownership of Tokens and the potential appreciation or depreciation in the value of Tokens over time (if any), the sale and purchase of Tokens and/or any other action or transaction related to the Platform have tax implications for you;
- 10.2.19. by your Contribution and/or by receiving, using or holding Tokens, and to the fullest extent permitted by law, agree not to hold any third party (including developers, advisors, administrators, auditors, promoters, contractors or founders) liable for any legal or tax liability associated with or arising from the Contribution and the allocation, use or ownership of Tokens or any other action or transaction related to the Platform and/or Project;
- 10.2.20. you acknowledge and understand that you might not receive any Tokens or a return of your Contributions in the event of a Project Abandonment/Failure, which upon notification to you via the Website shall be deemed to be a termination of these Terms;
- 10.2.21. you acknowledge and agree that sending a contribution to the Company, the creation and issue of Tokens and the development and deployment of the Platform carries significant financial, regulatory and reputational risks, including but not limiting to those set out in the Schedule to these Terms; and
- 10.2.22. you have reviewed, understand and accept the non-exhaustive indicative list of Risk Factors associated with the Token Sale, the Tokens and the Platform development project;
- 10.2.23. you have reviewed and understand the White Paper and its contents;

- 10.2.24. enter into the Token Sale on the understanding that it does not represent the offer of commodities;
- 10.2.25. enter into the Token Sale on the understanding that it does not represent the offer of a swap;
- 10.2.26. understand that the Contribution and allocation of Tokens do not constitute a loan to the Company;
- 10.2.27. are aware of and know how to manage all the merits, risks and any restrictions associated with crypto market, Blockchain-based systems and cryptocurrencies in your jurisdiction;
- 10.2.28. understand that crypto market is highly speculative and volatile in nature and that this Agreement is in no way an investment advice or an offer to invest; and
- 10.2.29. agree and acknowledge that Tokens are not to be construed, interpreted, classified or treated as: any kind of currency other than cryptocurrency; debentures, stocks or Tokens issued by any person or entity; rights, options or derivatives in respect of such debentures, stocks or Tokens; rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss; units in a collective investment scheme; units in a business trust; derivatives of units in a business trust; or any other security or class of securities. By agreeing to this Agreement, the Contributor warrants that neither he/she, nor any individual or entity that he/she represents, (i) appear on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury (“OFAC”), nor are they otherwise a party with which the Seller is prohibited to deal under the laws of the United States, or (ii) is a person identified as a terrorist organization, appearing on any other relevant lists maintained by governmental authorities. Because of the mentioned regulations, residents and/or citizens of the following geographic areas shall not be entitled to participate in the Pre-Sale and Public Sale: Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine (banned countries). Any residents or citizens of any other geographic area that is subject to UN-, US-, EU-, CH- or any other sovereign country sanctions or embargoes or have any affiliation to such sanctions shall not be entitled to participate in the Pre-Sale or Public Sale. The Contributor further represents and warrants that (if You are a natural person): (i) he/she is not a person who is or has been entrusted with prominent public functions, such as a Head of State of government, a senior politician, a senior government, judicial or military official, a senior executive of a state-owned corporation, an important political party official, or a close family member or close associate of any such person, and (ii) the monies used to fund the purchase of Tokens are not deriving from, invested for the benefit of, or related in any way to, the governments or persons within any country (1) under a U.S. embargo enforced by OFAC, (2) that has been designated as a “non-cooperative country or territory” by the Financial Action Task Force on Money Laundering, or (3) that has been designated by the U.S. Secretary of the Treasury as a “primary money laundering concern.”

11. IDENTITY AND DISCLOSURE

- 11.1. We may determine, in our sole discretion, that it is necessary to obtain certain information about you or for you to provide certain documentation to us in order to comply with applicable laws or regulations in connection with selling Tokens to you. You agree to provide us such information promptly upon request and acknowledge that we may refuse to sell Tokens to you until you provide such requested information and we have determined that it is permissible to sell you Tokens under applicable laws or regulations.
- 11.2. You shall provide true and complete information to us. You shall also provide us with such other information as we may reasonably request from time to time.
- 11.3. You agree that you shall not use fictitious or alias names for the registration, which shall be considered a breach of these Terms.
- 11.4. Your personal data shall be processed in accordance with the Terms and our Privacy policy.

- 11.5. These Terms shall be terminated in the event that we become aware that Your Wallet, your identity information or KYC Information discloses any risks of crime, fraud, money laundering or other significant risk factors or that there have been any misrepresentations made. Where permitted by applicable law your Contributions shall be returned and no Tokens shall be issued to you.
- 11.6. You consent to the Company, capturing and processing data relating to you for:
 - 11.6.1. fulfilling our obligations under this agreement;
 - 11.6.2. legal and administrative purposes; and
 - 11.6.3. carrying out checks to confirm your identity which may include sharing your data with third parties.
- 11.7. The Company may make such information available to those who provide products or services, including services used to verify identity the Company, such as advisers, regulatory authorities, potential purchasers of the Company, and as may be required by law.
- 11.8. You consent to the transfer of such information to business contacts outside the European Economic Area in order to further their business interests even where the country or territory in question does not maintain adequate data protection standards.
- 11.9. We will at all times comply with our Privacy policy (available on the Website) in relation to how we use your data.

12. PROJECT MANAGEMENT

- 12.1. It remains at our sole discretion to decide how to allocate the Contributions received in order to develop and execute Platform development project. The White Paper specifies at a high level how the Contributions are intended to be used but the exact allocation of Contributions shall be at the discretion of the Company. In addition, the Company is permitted to take such measures as it deems prudent to manage any Cryptocurrency price fluctuation and network risks including the conversion of ETH received into fiat or other cryptocurrencies or placing some of the Contributions received with a third party to manage those assets on our behalf pending realisation of the value for Platform development purposes.
- 12.2. You acknowledge, understand and accept that:
 - 12.2.1. you have no influence on the governance and decisions of the Platform or the Company;
 - 12.2.2. we have the right to engage subcontractors to perform the entire or partial development and execution of the Platform development project;
 - 12.2.3. developing and creating the Platform requires substantial research and development effort. It is possible that substantial conceptual, commercial or technical changes could be made during that process;
 - 12.2.4. the level of development of the Platform that is attainable also depends on the amount of Contributions received, and the amount of software development and community support.

13. TAXES

- 13.1. You are solely responsible for determining whether your contribution to the Company for the development of the Platform, the transfer of ETH, the creation, ownership, use, sale, transfer or liquidation of the Company, the potential appreciation or depreciation in the value of the Tokens over time (if any), the allocation of the Token and/or any other action or transaction contemplated by these Terms or related to the Platform will give rise to any tax implications on your part.
- 13.2. You are also solely responsible for withholding, collecting, reporting, paying, settling and/or remitting any and all taxes to the appropriate tax authorities in such jurisdiction(s) in which you may be liable to pay tax. We shall not be responsible for withholding, collecting, reporting, paying, settling and/or remitting any taxes (including, but not limited to, any income, capital gains, sales, value added or similar tax) which may arise from your contribution and acquisition of the Tokens under or in connection with these Terms.

- 13.3. You agree not to hold the Company or any of the Released Parties liable for any tax liability associated with or arising from the creation, ownership, use or liquidation of the Tokens or any other action or transaction related to the Platform.

14. TERM

- 14.1. These Terms will take effect from the Effective Date and continue until terminated in accordance with the terms of these Terms.
- 14.2. These Terms will be deemed to have been terminated in the event:
 - 14.2.1. that there are no more Tokens in circulation/existence;
 - 14.2.2. that there is a Project Abandonment/Failure.

15. SECURITY

- 15.1. You are responsible for implementing all reasonable and appropriate measures for securing the wallet, vault or other storage mechanism you use to send a contribution to the Company and to receive and store the Tokens that are issued to you by the Smart Contract System, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Tokens. We shall not be responsible for any security measures relating to your receipt, possession, storage, transfer or potential future use of the Tokens nor shall we be under any obligation to recover or return any the Tokens and we hereby exclude (to the fullest extent permitted under applicable law) any and all liability for any security breaches or other acts or omissions which result in your loss of (including your loss of access to) the Tokens issued to you during the Token Sale.

16. LIABILITIES

- 16.1. We make no warranties or representations (whether express or implied by law, statute or otherwise) with respect to the platform, token, our sites, our website or any content available therein or related thereto or that our sites, the website, platform, token, software or hardware (or that provided to us by third parties) will be error-free or uninterrupted or with respect to the quality, fitness for particular purpose or suitability of all or any of the foregoing.

Except as expressly stated otherwise in these terms, all warranties, representations and implied terms and conditions are hereby excluded to the fullest extent permitted by law.

- 16.2. **Liability limitations.** Our obligations under these Terms do not constitute personal obligations of the Released Parties other than as provided under these Terms. Other than as expressly provided in these Terms, in no event will we be liable for any direct, indirect, special, incidental, consequential or punitive loss, injury or damage of any kind (regardless of whether we have been advised of the possibility of such loss) including any loss of business, revenue, profits or data. Our liability arising under these Terms, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way shall only be for direct damages and shall not exceed the amount of your Contribution. However, nothing in these Terms will operate to exclude or limit either party's liability for death or personal injury arising as a result of that party's negligence or for fraud.
- 16.3. **Set off.** Without prejudice to any other rights or remedies available to us under these Terms or otherwise, we shall be entitled to set off any amounts otherwise payable by us to you hereunder, against any liability of you to us, including any claims we have against you resulting from or arising from, your breach of these Terms

17. INDEMNITY

- 17.1. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Company the Released Parties and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns from and against any and all claims, demands, actions, damages, losses, costs and expenses (including reasonable professional and legal fees) that arise from or relate to:
 - 17.1.1. your acquisition or use of the Tokens under these Terms;

- 17.1.2. the performance or non-performance of your responsibilities or obligations under these Terms;
 - 17.1.3. your breach of any of the terms and conditions set out in these Terms; or
 - 17.1.4. your breach of any rights of any other person or entity; or
 - 17.1.5. any tax duty, duties or other fiscal liabilities payable in any part of the world in respect of the Tokens or the issuance of Tokens.
- 17.2. We reserve the right to exercise sole control over the defence, at your sole cost and expense, of any claim subject to an indemnity set out in clause 17.1.
- 17.3. The indemnity set out in this clause 17 is in addition to, and not in lieu of, any other remedies that may be available to us or any of the Released Parties under applicable law.

18. WAIVER & RELEASE

- 18.1. To the fullest extent permitted by applicable law you:
- 18.1.1. release us and the Released Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to the project, your involvement in supporting the project and platform and the token sale, the usability and value of the token and disputes between participants in the project and the acts or omissions of any third parties;
 - 18.1.2. expressly waive any rights you may have under any statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favour at the time of agreeing to this release;
 - 18.1.3. the company expressly excludes any liability in respect of the law of other jurisdictions where participants may be established or resident including contributions by persons from the United States of America - whether by residency or citizenship (“US persons”) US persons are expressly excluded from participation in the token sale.
- 18.2. You further specifically acknowledge that the risk of acquiring, transferring, creating, holding or using Tokens or Your Wallets rests entirely with you. We shall not be responsible for your failure to provide us with the correct address for Your Wallet or any security breaches of Your Wallet.
- 18.3. Our total liability to you under these Terms shall not exceed the greater of the present value of Contributions held by you denominated in US Dollars or the value in US Dollar of the amount of Contributions made at the time of the issuance to you.

19. MISCELLANEOUS

- 19.1. **Notices.** All notices pertaining to these Terms will be given:
- 19.1.1. by email to you at the email address provided by you; and
 - 19.1.2. by email to us at contact@dapptricity.com addressed ‘**re Token Sale Program**’

Any notice sent by email shall be deemed received on the earlier of an acknowledgement being sent or twenty-four (24) hours from the time of transmission.

- 19.2. **Relationship of Parties.** There is no relationship of exclusivity, partnership, joint venture, employment, agency or franchise between you or us under these Terms. Neither party has the authority to bind the other (including the making of any representation or warranty, the assumption of any obligation or liability and/or the exercise of any right or power), except as expressly provided in these Terms.
- 19.3. **Confidentiality and Non-Disclosure.** As a Contributor, you may receive confidential information from us, including confidential information as to our marketing plans, marketing concepts, structure and payments. This information is confidential to us and constitutes our proprietary trade secrets. You shall not disclose this information to third parties or use such information other than for the purposes of these Terms without our prior written consent, save as expressly required by law (provided that any such disclosure is only to the extent so required).

- 19.4. Assignment:
- 19.4.1. Except where you have received our prior written consent, you may not assign at law or in equity (including by way of a charge or declaration of trust) or deal in any other manner with these Terms or any rights under these Terms. Any purported assignment in breach of this Section shall confer no rights on the purported assignee.
- 19.4.2. We may assign any of our rights under these Terms or transfer all of our rights or obligations by novation to the Company or transfer all our rights or obligations by novation to the Company.
- 19.5. **Amendments:** We may update or amend these Terms at any time (with non-material changes) on at least one (1) months' notice, which shall be given to you on the Website and accordingly, you should check the Website periodically for any such changes.
- 19.6. **Governing Law.** These Terms (including any variation or modification thereto) shall be deemed executed in the Isle of Man and shall be governed by and construed in accordance with the laws of Isle of Man without giving effect to conflicts of law principles. You irrevocably agree that, subject as provided below, the courts of the Isle of Man shall have exclusive jurisdiction to determine any claim, dispute or matter arising out of, or in connection with, or concerning these Terms or its enforceability and you waive any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inconvenient forum. Nothing in this clause shall limit the right of us to take proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.
- 19.7. **Severability.** Whenever possible, each provision of these Terms will be interpreted in such a manner as to be effective and valid under applicable law but, if any provision of these Terms is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of these Terms or any other provision hereof.
- 19.8. **Entire Agreement.** These Terms embodies the complete agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes any prior or subsequent oral or written agreement or understanding between the parties in relation to such subject matter save in respect to the terms of the Token Sale entered into by the Contributor that shall remain in full force and effect.
- 19.9. **Reliance & Waiver.** Each of the parties acknowledges and agrees that in entering into these Terms, it has not relied on any statement, representation, guarantee warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to these Terms or not) other than as expressly set out in the Terms. Each party irrevocably and unconditionally waives all claims, rights and remedies that, but for this Section, it might otherwise have had in relation to any of the foregoing. Nothing in this Section shall limit or exclude any liability for fraud.
- 19.10. **Third-Party Rights.** Except insofar as these Terms expressly provides that a third party may in their own right enforce a term of these Terms, a person who is not a party to these Terms has no right under local law or statute to rely upon or enforce any term of these Terms but this does not affect any right or remedy of a third party that exists or is available apart from under that local law or statute.
- 19.11. **No Waiver By Us.** No delay, neglect or forbearance by Us in enforcing any provision of these Terms shall be a waiver by, or in any way prejudice any right, we have under these Terms.

20. DISCLAIMERS

- 20.1. To the fullest extent permitted by applicable law and except as otherwise specified in writing by us:
- 20.1.1. The Tokens are sold on an “as is” and “as available” basis, without any warranties or representations of any kind, and we expressly disclaim all warranties and representations relating to the Tokens (whether express or implied), including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement;

- 20.1.2. we do not represent or warrant that Tokens are reliable, current or defect-free, meet your requirements, or that any defects will be corrected; and
- 20.1.3. we cannot and do not represent or warrant that the Tokens or the delivery mechanism for the Tokens are free of viruses or other harmful components.
- 20.2. Neither these Terms or any documents referred in these Terms including without limiting the forgoing the White Paper, the Privacy Policy and/or the Website constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction. The Tokens should not be acquired for speculative or investment purposes with the expectation of making a profit on immediate re-sale.
- 20.3. No regulatory authority has examined or approved of any of the information set out in these Terms and/or the Whitepaper. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of these Terms and/or any documents referred in these Terms including without limiting the forgoing the White Paper, the Privacy Policy and/or the Website does not imply that applicable laws, regulatory requirements or rules have been complied with.

SCHEDULE 1

SOME MATERIAL RISK FACTORS

Contributors are aware of the many risks involved in the purchase, use and sale of Tokens and the Token Sale process. We have outlined below some of the material risks that are obvious to the Company and persons involved in the Token Sale and Platform development project (including Released Parties):

- 1. Early Stage Technology.** The Token will be used to develop a Platform that is based on or in some way involved with distributed ledger technologies (DLT). You understand and accept that the use of DLT Tokenised stores of value is highly experimental. Participation in the proposed Token Sale and Platform development project therefore represents a very high risk to Contributors. The Company will invest in software and other technologies and that in all cases these technologies and businesses will still be in an early development stage and unproven, and there is an inherent risk that the software, technologies and related businesses invested in by the Company could be unfit for their intended purpose and/or not have the value expected.
- 2. Cryptocurrency.** The Company may wish to store or convert cryptocurrency contributions into one or more fiat and/or alternative cryptocurrencies and there could be significant difficulties in making and managing such cryptocurrencies and funds including relating to the lack of ready convertibility between fiat currencies, cryptocurrencies and Tokens and the difficulty in being able to deal with such assets via traditional market counterparties and intermediaries. If the value of cryptocurrencies fluctuate unfavourably during or after the Token Sale, we may not be able to fund development, or may not be able to develop or maintain the Platform in the manner that is intended. In addition to the usual market forces, there are several potential events which could exacerbate the risk of unfavourable fluctuation in the value of cryptocurrencies, including but not limited to another DAO-like attack on the Ethereum network; network forks or significant security incidents or market irregularities at one or more of the major cryptocurrency exchanges.
- 3. Main Protocol.** Many of the technologies including the Token will, at least initially, be based on Ethereum protocols. Any malfunction, breakdown, forking or abandonment of these protocols may have a material adverse effect on the project or the Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present fundamental risks to the value of such protocols and the Platform.
- 4. Risk of software weaknesses:** You understand and accept that the Platform and the Tokens, the Contribution software and other involved software and technology and technical concepts and theories are still in an early development stage and unproven, and there is no warranty that the process for receiving, use and ownership of Tokens will be uninterrupted or error-free and there is an inherent risk that the software, Platform, Tokens and related technologies and theories could contain weaknesses, vulnerabilities or bugs causing, inter alia, the partial or complete: loss of Tokens; inability to use Tokens; and/or lack of usefulness of Tokens.
- 5. Risk of blockchain mining attacks:** You understand and accept that any public blockchain based system that depends upon independent miners may be susceptible to several attacks including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks. Any successful attacks present a risk to the Token, expected proper execution and sequencing of Token transactions, and expected proper execution and sequencing of software computations.
- 6. Risk of loss of your credentials:** You understand and accept that if your Wallet credentials are lost or stolen, the obtained Tokens associated with the Contribution will be unrecoverable and permanently lost. A private key, or a combination of private keys, is necessary to control and dispose of Tokens stored in your Wallet. Accordingly, loss of requisite private key(s) associated with your Wallet will 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 service you use, may be able to misappropriate your Tokens. Any errors or malfunctions caused by or otherwise related to the Wallet you choose to receive and store Tokens, including your own failure to properly maintain or use such Wallet, may also result in the loss of your Tokens. Your failure to precisely follow the procedures set

forth herein for buying and receiving Tokens, including, for instance, if you provide an incorrect Wallet address, or provide an address that is not EIP-20 (formerly known as ERC-20) compatible, may result in the loss of your Tokens.

7. **Cybercrime.** The acquisition and management of cryptocurrencies and Tokens is inherently subject to the risk of cybercrime that is difficult to manage and mitigate. This may result in concerted attempts and even successful attempts to hack the Token Sale, SCS and the Sites and software used to manage contributions received in respect of Tokens and other software or technology components and to defraud Contributors and the Company. The Company and the Token Sale may be subject unauthorised access, hacking and/or theft of some of cryptocurrency and Token assets and it may not be possible to successfully insure against the same at a reasonable price or at all. The Company is not required to insure the assets of the Company and does not intend to insure the same. Any unauthorised access or cybercrime may result in theft or loss or inability to access Contributions, impacting the ability to issue Tokens and/or develop and launch the Platform and the Company bears no responsibility over such unlawful acts.
8. **Project Failure or Project Abandonment.** The Token Sale itself or the Platform development project may be fully or partially abandoned or required to be re-structured for a number of reasons or remain technologically or commercially unsuccessful, or be shut down for many reasons including e.g., lack of interest from industry and/or the public, changes in law or regulatory issues, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). There is no assurance that any Tokens or rights to Token acquired by Contributors will have the value expected or any value at the time of realisation. You therefore understand and accept that the Contribution and/or the allocation, use and ownership of Tokens, carries significant risks that could lead to the Tokens being unusable or valueless particularly as a means of payment for the services on the Platform.
9. **Regulatory risk:** You understand and accept that DLT and blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the Contribution process and which may, inter alia, result in substantial modifications of the project, including potential loss of Tokens for the Contributor. Additionally, regulation of proposed activities of the Platform is uncertain. It is not known what regulatory framework the proposed Platform and associated activities will be subject to, the nature and obligations that will be imposed on the Company or the Platform in order to comply with any such regulatory framework or when/if the Company or the Platform will even be able to apply to be regulated, or successfully obtain the necessary licences so that the Company or the Platform may lawfully carry out its proposed business activities. Further, the Contributor accepts and bears risks with respect to US-regulations that may regulate Contribution and/or potential custody of Tokens including for US persons. The Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.
10. **Risk of uninsured losses:** Tokens do not represent deposits and are not subject to any statutory or private insurance unless you specifically obtain 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 the Company, to offer recourse to you.
11. **Risk of governance failure:** Tokens confer no governance rights of any kind with respect to the Platform or the Company, all decisions involving the Company's products or services or that of any subsidiary company or the Company itself will be made by the Company at its sole discretion, including, but not limited to, decisions to discontinue its products or services on the Platform, or to sell or liquidate the Company. These decisions could adversely affect the Platform and the utility of any Tokens you own.
12. **Risks arising from taxation:** the tax characterization of the Token is uncertain. You must seek your own tax advice in connection with acquisition, storage, transfer and use of the Token, which may result in adverse tax consequences to you, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes and similar taxes, levies, duties or other charges and tax reporting requirements.

13. **Risk of an unfavourable fluctuation of Ethereum and other currency value:** the Company intends to use the contributions received to fund the development of the Platform and various other operating expenses. The contributions received will be denominated in ETH, and may be converted into other cryptographic and fiat currencies. If the value of ETH or other currencies fluctuates unfavourably during or after the Contribution Period, the Company may not be able to fund the development of, or may not be able to maintain, the Platform in the manner that it intended.
14. **Risk of dissolution of the Company or network:** it is possible that, due to any number of reasons, including, but not limited to, an unfavourable fluctuation in the value of ETH (or other cryptographic and fiat currencies), decrease in the Token utility due to negative adoption of the Platform, the failure of commercial relationships, or intellectual property ownership challenges, the Platform may no longer be viable to operate and the Company may dissolve.
15. **Risks arising from the market:** the banking market, and by extension the Platform, is subject to a variety of federal, state and international laws and regulations, including those with respect to employment rights, KYC/AML and customer due diligence procedures, privacy and data protection, consumer protection, data security, and others. These laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting the Platform could be enacted, which could impact the utility of the Token in the Platform. Additionally, the Platform users are subject to or may be adversely affected by industry specific laws and regulations or licensing requirements. If any of these parties fails to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more stringent or are otherwise expanded, it could adversely impact the Platform and the Token, including its functionality to obtain or provide services within the Platform.
16. **Risks associated with the development and maintenance of the Platform:** the Platform is still under development and may undergo significant changes over time. Although we intend for the Token and Platform to function as described in Schedule 2, and intend to take commercially reasonable steps toward those ends, we may have to make changes to the specifications of the Token or the Platform for any number of legitimate reasons. Moreover, we have no control over how other participants will use the Platform, what products or services will be offered through the Platform by third parties, or how third-party products and services will utilize the Token (if at all). This could create the risk that the Token or Platform, as further developed and maintained, may not meet your expectations at the time of purchase. Furthermore, despite our good faith efforts to develop and participate in the Platform, it is still possible that the Platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Platform and the Token, and the potential utility of the Token, including the utility of the Token for obtaining services and/or offering rewards and/or being used in the manner intended at the time of the Token Sale.
17. **Risk of Competing Platforms:** It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the Platform and attempt to facilitate services that are materially similar to the services offered by or within the Platform. The Platform may compete with these alternatives, which could negatively impact the Platform and the Token, including the utility of the Token for obtaining services offered by or within the Platform.
18. **Unanticipated Risks:** cryptographic tokens such as the Token are a new and untested technology. In addition to the risks set out in this Schedule 1, there are other risks associated with your acquisition, storage, transfer and use of the Token, including those that may not be able to be anticipated. Such risks may further materialize as unanticipated variations or combinations of the risks set out in this Schedule 1.
19. **Risk of incompatible wallet service:** the wallet or wallet service provider used to receive the Token must conform to the EIP-20 (formerly ERC20) token standard in order to be technically compatible with the Token. The failure to ensure such conformity may have the result that Contributor will not gain access to his Tokens.
20. **Risk of theft:** the Smart Contract System concept, the underlying software application and software platform (i.e. the Ethereum blockchain) may be exposed to attacks by hackers or other individuals including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Any such successful attacks could result in theft or loss of contributions or the Tokens, adversely impacting the ability to develop the Platform and derive any usage or

functionality from the Token. Furthermore, because the Platform is based on open-source software, there is a risk that a third party or a member of the Company's team may intentionally or unintentionally introduce weaknesses or defects into the core infrastructure of the Platform, which could negatively affect the Platform and the Token.

- 21. Risk of losing access to tokens due to loss of private key(s), custodial error or your error:** Tokens can only be accessed by using an Ethereum wallet with a combination of the Contributor's account information (address), private key and password. The private key is encrypted with a password. You acknowledge, understand and accept that if your private key or password gets lost or stolen, the obtained the Token associated with your Ethereum wallet address may be unrecoverable and permanently lost. Additionally, any third party that gains access to your private key, including by gaining access to the login credentials relating to your Ethereum wallet, may be able to misappropriate your Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store the Tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your Tokens.
- 22. Risk associated with other applications:** the Platform may give rise to other, alternative projects, promoted by unaffiliated third parties, under which the Token will have no intrinsic value.
- 23. Risks associated with markets for Token:** the Company may not enable or otherwise facilitate any secondary trading or external valuation of the Token. This may restrict the contemplated avenues for using the Token to the provision of services by students and or receipt of services by employers, and could therefore create illiquidity risk with respect to any Tokens you own. Even if secondary trading of the Tokens is facilitated by third-party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third parties do ascribe an external exchange value to the Tokens (e.g. as denominated in a crypto or fiat currency), such value may be extremely volatile and diminish to zero. If you are purchasing the Tokens as a form of investment on a speculative basis or otherwise, or for a financial purpose, with the expectation or desire that their inherent, intrinsic or cash-equivalent value may increase with time, you assume all risks associated with such speculation or actions, and any errors associated therewith, and accept that the Tokens are not offered by the Company or its affiliates on an investment basis. You further acknowledge that any funds you consider to be invested in the Company, the Platform or the Tokens will not be protected, guaranteed or reimbursed by any governmental, regulatory or other entity, and will not, for instance be guaranteed by the Isle of Man Depositors Compensation Scheme and is unlikely to be protected by any equivalent scheme in a jurisdiction outside of the Isle of Man.
- 24. Risks associated with uncertain regulations and enforcement actions:** the regulatory status of the Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory authorities may apply existing regulation with respect to such technology and its applications, including the Platform and the Tokens. It is likewise difficult to predict how or whether any legislative or regulatory authorities may implement changes to law and regulation affecting distributed ledger technology and its applications, including the Platform and the Tokens. Regulatory actions could negatively impact the Platform and the Tokens in various ways, including, for purposes of illustration only, through a determination that the Tokens are a regulated financial instrument that requires registration or licensing. The Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.
- 25. Risk of software weaknesses:** because the Token, the Smart Contract System and the Platform are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the Token, the Smart Contract System and/or the Platform. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Token (including the utility of the Token for obtaining services), the Smart Contract System and/or the Platform, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol. The Smart Contract System concept, the underlying software application and software platform (i.e. the Ethereum blockchain) is still in an early development stage and unproven. There is no warranty or assurance that the process for creating the Token will be uninterrupted or error-free and why there is an inherent risk that the software could contain

defects, weaknesses, vulnerabilities, viruses or bugs causing, inter alia, the complete loss of contributions and/or the Token.

- 26. Reliance on Third-Parties:** Even if the Platform is completed in part or in full, the success and utility of the Platform may be subject to the continued provision of services by or the action of third parties. Those third parties' action or in actions could impact adversely on the Platform and the functionality, value and/or utility of the Token.

SCHEDULE 2

FUNCTIONALITY OF TOKEN

TRI will play a pivotal anti-spam and network access mechanism in Dapptricity's environment, due to the fact that each wallet is owned by one user, agent, or business and no other actor can trigger transactions or alter data in the system.

As per Dapptricity's roadmap, TriPay will evolve to provide mobile applications powered by the Dapptricity Ecosystem, allowing customers to access financial products in the most convenient way. The utility of TRI will be paramount to the buildout of this ecosystem. For example, TRI will be utilised in the Dapptricity Escrow solution that acts as a decentralized middle-man and which can provide protection against scams and fraud. This will ensure that buyers and sellers can transact without the risk of one party not fulfilling its obligations. The Escrow solution will be inbuilt into TriPay.

TRI (an ERC-20 token) is an intrinsic part of the Dapptricity Network and will be required for transactions throughout the ecosystem. With Dapptricity's vision significantly expanding, the company noted that a token with updated functionality will enable a whole host of new opportunities for exciting products and integrations. By utilising TRI where integrated in the Dapptricity Ecosystem, participants will be able to benefit from discounts/promotions and access specific applications that require TRI in order to function. As the Dapptricity Ecosystem expands, TRI use cases will naturally evolve alongside it in order to provide utility to the new products.

Following the issuance of the TRI token and listing in public exchanges, the token holders will be able to:

- Transfer tokens within the public Ethereum network;
- Transfer using the "Escrow" functionality that will be offered by TriPay (Currently available in Google Play store) and perform delayed transactions or transactions that require approval by another TriPay holder;
- Top-up their account in International Lottery and Gaming Limited's (ILGL) blockchain lottery account, subject to approval from the lottery operator; and
- Withdraw from their account in ILGL's blockchain lottery account, subject to approval from the lottery operator.

Examples of TRI use cases in Dapptricity Ecosystem may include (but not limited to):

- Advertisements
- Affiliate marketing
- Bonuses/discounts on services
- Coin/token integration fees
- Game Tournaments
- Participation in Randao
- Integration with merchants
- Escrow services

Dapptricity Ecosystem

TRI users will receive access to utility in many aspects of Dapptricity's Ecosystem as published in its white paper.

Part of the ecosystem has been developed and has been made available to the public in phased releases, commencing Q2 2020. This includes Dapptricity's new payment gateway; TriPay; that includes a custodian

wallet that will allow users and other businesses to interact with each other. A first version of Dapptricity's blockchain based lottery games were developed by Dapptricity and operated successfully in 2019 under an Isle of Man gambling license, as a proof of concept. Now Dapptricity is ready to launch a new Lotto game, under a Nigerian licensed company, ILGL.

During the ecosystem's phased release subject to change, users will gain access to various applications, custom built or from licensed third-party providers, where the information will be securely registered in our bespoke private blockchain platform.

- Games and more
 - Traditional and blockchain based Lottery games
 - eSports, video games and virtual games
 - Game tournaments (quizzes, chess, etc.)
- Learning and Working
 - E-Learning platforms, including training certificates and CPD hours tracking
 - Self-employment contracts & Payment
- Shopping and more
 - Online shops payments for goods and services
 - Retail payments
 - Food and other deliveries
 - Store reviews
 - Tracking of shipment
 - Telco payments
- Services
 - Micropayments
 - Small loans
 - Insurance quotes and contracts
 - Wage payments
 - Tax withholding
 - Property and Vehicle registrations and tracking
 - Dividends and interest payments
 - Micro - investments
- Official document registry

- IDs, Proof of address documents and employment records
- Marriage certificates
- Tax records
- Health data records
- Driving license
- Health card
- Social impact
 - Donations
 - Community savings groups
 - Sponsorships
- Purpose and Use of Tokens in the Network

TRI is an essential part of Dapptricity's Network and will be required for transacting throughout the ecosystem.

According to the current plan, below are some of the cases that we plan to implement and include in our system. As our reach extends and our ecosystem evolves, we will continue to develop additional utility cases for the TRI token.

- Advertisement: -
 - Banners and other advertising tools will be included within the product in a way that will have the maximum exposure to users but minimum impact on the application utilization. Any company that will require advertising throughout the platform will be required to pay for services in TRI.
 - Micro-rewards can be given to people for watching marketing content (e.g. watch one video and get 0.1 TRI). Max number of videos that can be watched per user will be configurable, depending on the marketing campaign and the requirement.
- Affiliates - Companies that offer services within the ecosystem will have the option of paying affiliate schemes with TRI.
- Deposit incentives (Gaming) - Players that wish to top-up their lottery account, will have the option to do so using TRI. This will provide an additional incentive as a percentage of the deposit amount.
- KYC Services – Dapptricity aims to undertake the KYC Process of the ecosystem and will offer to third party companies and users the option to maintain a unique KYC Profile across all services. Service providers will pay for user verifications in a combination of TRI and ETH or FIAT.
- Third-Party Service Providers – TRI will be provided to incentivize users to maintain services with a service provider within the Dapptricity ecosystem. As the ecosystem builds out, TRI may be required to gain access as a TriLife user to selected service providers subject to service availability, demands and popularity of services.

To be able to offer additional services in the future using TRI, we have included additional functionality to our new Token, such as:

- Gas paid by operator - TRI Token will allow gas-free transactions for the users, in case the operator chooses to absorb this cost.

Approve and Call – This is where a function call can be made to a smart contract following a TRI transaction. This will allow for Dapptricity to widen the range of its blockchain based services and products.

SCHEDULE 3

SANCTION POLICY

The Company may refuse transactions with any person: -

- (a) identified or acting on behalf of any person indicated as a “Specially Designated National”;
- (b) established in, resident in, or otherwise operating from countries or territories subject to Sanctions lists issued by United Nations, European Union, UK Treasury and US Office of Foreign Assets Control (OFAC), as well as sanctions lists of the jurisdictions in which we operate;
- (c) Certain jurisdictions restrict or have specific regulation concerning the offer, sale and/or purchase of Cryptocurrencies and/or tokens through Token Sale, and these include the People’s Republic of China (excluding the special administrative regions of Hong Kong and Macau, and Taiwan), South Korea, Singapore, Japan, Canada, and the United States of America. Tokens shall not be marketed, offered, or sold to residents in the People’s Republic of China (excluding the special administrative regions of Hong Kong and Macau, and Taiwan), South Korea, Singapore, Japan, Canada, the United States of America, Puerto Rico, the U.S. Virgin Islands, and any other possessions of the United States;
- (d) The information contained in this Agreement and/or any accompanying documents will not constitute an offer to sell or an invitation, advertisement, or solicitation of an offer to buy Tokens within the People’s Republic of China (excluding the special administrative regions of Hong Kong and Macau, and Taiwan), South Korea, Singapore, Japan, Canada, the United States of America, Puerto Rico, the U.S. Virgin Islands, and any other possessions of the United States.