

# CRYPTUNE

## TOKEN PURCHASE AGREEMENT

Last Updated: May 2018

This Cryptune Token Purchase Agreement (this “Agreement”) contains the terms and conditions that govern your use of the Cryptune distribution smart contract (the “Cryptune Distribution Contract”); use of the related Cryptune token smart contract (the “Cryptune Token Contract”); and purchase of the tokens created according to, and, compatible with the ERC20 specifications of the Ethereum Blockchain (the “Cryptune Tokens”) and is an agreement between you or the entity that you represent (“Buyer” or “you”) and Cryptune, LLC (“Cryptune, LLC,” or “Company”). Buyer and Cryptune, LLC are herein referred to individually as a “Party” and collectively, as the “Parties”.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Buyer hereby agree as follows:

**IMPORTANT INFORMATION: PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY.**

Buyer acknowledges, understands and agrees to the following:

**MATTERS RELATING TO Cryptune SOFTWARE AND Cryptune PLATFORM:**

1. Cryptune, LLC is developing the Cryptune software (the “Cryptune Software”) as further described in the Cryptune Technical White Paper (as it may be amended from time to time) (the “White Paper”)
2. **BINDING AGREEMENT:** Buyer understands and agrees that Buyer is subject to and bound by this Agreement by virtue of Buyer’s purchase of Cryptune Tokens. Buyer acknowledges, understands and agrees that Buyer should not expect and there is no guarantee or representation made by Company that Buyer will receive any other product, service, rights, attributes, functionalities, features or assets of any kind whatsoever, including, without limitation, any cryptographic tokens or digital assets now or in the future whether through receipt, exchange, conversion, redemption or otherwise.
3. **PURCHASE OF Cryptune TOKENS ARE NON-REFUNDABLE AND PURCHASES CANNOT BE CANCELLED. BUYER MAY LOSE ALL AMOUNTS PAID.**
4. **Cryptune TOKENS MAY HAVE NO VALUE.**
5. **COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL Cryptune TOKEN PURCHASE REQUESTS AT ANY TIME IN ITS SOLE DISCRETION.**
6. **PLEASE READ THE RISKS SET FORTH IN SECTION 7 CAREFULLY AND IN THEIR ENTIRETY.**
7. **THIS AGREEMENT INCLUDES PRE-DISPUTE RESOLUTION IN SECTION 9.1 AND REQUIRES ARBITRATION IN SECTION 9.2.**

## **ARTICLE ONE: ACCEPTANCE OF AGREEMENT AND PURCHASE OF Cryptune TOKENS**

1.1. This Agreement shall be effective and binding on the Parties when Buyer: (a) clicks the check box on the official <https://Cryptune.io> website (the “Website”) to indicate that Buyer has read, understands and agrees to the terms of this Agreement; or, if earlier (b) upon Company’s receipt of payment from Buyer. Buyer agrees to be bound on this basis, and confirms that Buyer has read in full and understands this Agreement and the terms on which Buyer is bound.

1.2. White Paper. Company has prepared the White Paper, which is available at <http://cryptune.io/CryptuneWP.pdf>, describing matters relating to the Cryptune Software. The White Paper, as it may be amended from time to time, is hereby incorporated by reference. Buyer has read and understands the White Paper and its contents.

1.3. Company’s Use of Proceeds. Buyer acknowledges and understands that the proceeds from the sale of the Cryptune Tokens will be utilized by Company in its sole discretion.

1.4. Termination of Agreement. Cryptune shall have the right at its sole discretion and without any prior written notice to terminate Buyer’s Cryptune Token Sale Agreement if:

- (a) Buyer provides invalid data to complete the registration process;
- (b) Buyer fails to comply with the requirements of Article 7 of the Cryptune Token Purchase Agreement;
- (c) Buyer fails to comply with the other terms and conditions of the Cryptune Token Purchase Agreement.

Upon termination of the Cryptune Token Purchase Agreement, for whatever reason, all licenses granted by Cryptune to Buyer under the Cryptune Token Purchase Agreement, Buyer’s Account and/or Buyer’s total number of Cryptune Tokens shall be immediately terminated without any data restoration.

Upon termination of the Cryptune Token Purchase Agreement, each party will remain liable to the other for any amounts due and owing to the other party as of the date of termination, and such obligation to pay shall survive any termination of the Cryptune Token Purchase Agreement.

## **ARTICLE TWO: Cryptune TOKEN DISTRIBUTION**

2.1. Allocation and Distribution of Cryptune Tokens. Cryptune, LLC intends to allocate and distribute Cryptune Tokens (the “Cryptune Token Distribution”) in accordance with the material specifications as set forth in the Cryptune White Paper which includes details regarding the timing (the “Cryptune Distribution Period”) and pricing of the Cryptune Token Distribution and the amount of Cryptune Tokens that will be distributed. During the Cryptune Distribution Period, Cryptune, LLC will provide specific procedures on how Buyer should purchase Cryptune Tokens through the official Website. By purchasing Cryptune Tokens, Buyer acknowledges and understands and has no objection to such procedures and material specifications. Failure to use the official Website and follow such procedures may result in Buyer not receiving any Cryptune Tokens. Any buyer of Cryptune Tokens may lose some or all of the amounts paid in exchange for Cryptune Tokens, regardless of the purchase date. The access or use of the Cryptune Distribution Contract, access or use of the Cryptune Token Contract and/or the receipt or purchase of Cryptune through any other means other than the official Website are not sanctioned or agreed to in any way by the

Cryptune, LLC Parties. Buyer should take great care that the website used to purchase Cryptune Tokens is an official website of Cryptune. If Buyer should have any questions or concerns, please contact our Support Team: [Info@Cryptune.io](mailto:Info@Cryptune.io).

2.2. Allocation and Sale of Cryptune Tokens to Cryptune, LLC Parties. Buyer understands and consents to the participation of the Company's past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors and service providers in the purchase of Cryptune Tokens, including people who may work on the development and implementation of the Cryptune Software or who may work for Cryptune, LLC's future businesses which Cryptune, LLC may establish with a portion of the proceeds from the Cryptune Token Distribution. All such Cryptune, LLC Parties will participate on the same terms as every other buyer of Cryptune Tokens and will be bound by this Agreement.

2.3. No Representations and Warranties. The Cryptune Tokens will be distributed to buyers thereof pursuant to the Cryptune Distribution Contract and the Cryptune Token Contract. None of the Cryptune, LLC Parties makes any representations or warranties, express or implied, including, without limitation, any warranties of title or implied warranties of merchantability or fitness for a particular purpose with respect to the Cryptune Distribution Contract, the Cryptune Token Contract or the Cryptune Tokens or their utility, or the ability of anyone to purchase or use the Cryptune Tokens. Without limiting the foregoing, none of the Cryptune, LLC Parties represent or warrant that the process of purchasing the Cryptune Tokens or receiving the Cryptune Tokens will be uninterrupted or error-free or that the Cryptune Tokens are reliable and error-free. As a result, Buyer acknowledges and understands that Buyer may never receive Cryptune Tokens and may lose the entire amount Buyer paid to Company. Buyer shall provide an accurate digital wallet address to Company for receipt of any Cryptune Tokens distributed to Buyer pursuant to the Cryptune Distribution Contract and the Cryptune Token Contract.

2.4. Not an Offering of Securities, Commodities, or Swaps. The sale of Cryptune Tokens and the Cryptune Tokens themselves are not securities, commodities, swaps on either securities or commodities or a financial instrument of any kind. Purchases and sales of Cryptune Tokens are not subject to the protections of any laws governing those types of financial instruments. This Agreement and all other documents referred to in this Agreement including the White Paper 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.

2.5. Not an Investment. Buyer should not participate in the Cryptune Token Distribution or purchase Cryptune Tokens for investment purposes. Cryptune Tokens are not designed for investment purposes and should not be considered as a type of investment. Within twenty-three (23) hours from the end of the Cryptune Distribution Period, all Cryptune Tokens will no longer be transferable and the Cryptune Token Contract will prevent all further transfers and public key mappings. At this point, the distribution of Cryptune Tokens will be complete. Buyer acknowledges, understands and agrees that Buyer should not expect and there is no guarantee or representation or warranty by Company that: (a) the Cryptune Software will ever be adopted; (b) the Cryptune Software will be adopted as developed by Cryptune, LLC and not in a different or modified form; (c) a Blockchain utilizing or adopting the Cryptune Software will ever be launched; and (d) a Blockchain will ever be launched with or without changes to the Cryptune Software and with or without a distribution matching the fixed, non-transferable Cryptune Token balances. Furthermore, holding Cryptune Tokens is not a guarantee, representation or warranty that the holder will be able to use the Cryptune Platform, or receive any tokens utilized on the Cryptune Platform, even if the

Cryptune Platform is launched and the Cryptune Software is adopted, of which there is no guarantee, representation or warranty made by Company.

2.6. Not for Speculation. Buyer acknowledges and agrees that Buyer is not purchasing Cryptune Tokens for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or other financial purposes.

2.7. Token Distribution and Freezing of Token. Total number of Cryptune Tokens purchased by Buyer shall appear in Buyer's registered Cryptune Account, in accordance with the terms of this Agreement. Buyer's Cryptune Tokens shall remain frozen in Buyer's wallet for a period not to exceed TWELVE-MONTHS after the date said Cryptune Tokens are purchased ("Freeze Period"). Cryptune reserves the right to release a Buyer's Token and un-freeze Tokens prior to the expiration of the Freeze Period. Such determination and release of frozen Cryptune Tokens shall be made in accordance with all applicable laws.

2.8. Consent to Cryptune Know Your Customer Policy. Buyer hereby acknowledges and consents to the Cryptune Know Your Customer Policy ('KYC'). The KYC will consist of outreach to Buyer by Cryptune or an authorized representative of Cryptune. The purpose of KYC is to take reasonable measures to ensure no Buyer may pose a legal risk to Cryptune and its supporters. Buyer hereby agrees, acknowledges, and consents to the following: (a) if KYC reveals Buyer's ownership of Cryptune Tokens pose a significant legal risk to Cryptune, Buyer's Cryptune account shall be terminated and Cryptune Tokens shall revert to the Cryptune Reserved Funding; (b)once again, Cryptune Tokens are non-refundable. Please seek professional legal advice if you are unsure about the laws and liabilities with regards to Cryptocurrency ownership within your jurisdiction, in particular, the rules concerning accredited investors within your jurisdiction. If you have any questions about Cryptune's regulatory formation, please [contact us!](#)

### **ARTICLE THREE: NO OTHER RIGHTS CREATED**

3.1. No Claim, Loan or Ownership Interest. The purchase of Cryptune Tokens: (a) does not provide Buyer with rights of any form with respect to the Company or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights; (b) is not a loan to Company; and (c) does not provide Buyer with any ownership or other interest in Company.

3.2. Intellectual Property. Company retains all right, title and interest in all of Company's intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. Buyer may not use any of Company's intellectual property for any reason without Company's prior written consent.

### **ARTICLE FOUR: SECURITY AND DATA; TAXES**

4.1. Security and Data Privacy. a. Buyer's Security. Buyer will implement reasonable and appropriate measures designed to secure access to: (i) any device associated with Buyer and utilized in connection with Buyer's purchase of Cryptune Tokens; (ii) private keys to Buyer's wallet or account; and (iii) any other username, passwords or other login or identifying credentials. In the event that Buyer is no longer in possession of Buyer's private keys or any device associated with Buyer's

account or is not able to provide Buyer's login or identifying credentials, Buyer may lose all of Buyer's Cryptune Tokens and/or access to Buyer's account. Company is under no obligation to recover any Cryptune Tokens and Buyer acknowledges, understands and agrees that all purchases of Cryptune Tokens are non-refundable and Buyer will not receive money or other compensation for any Cryptune Tokens purchased. b. Additional Information. Upon Company's request, Buyer will immediately provide to Company information and documents that Company, in its sole discretion, deems necessary or appropriate to comply with any laws, regulations, rules or agreements, including without limitation judicial process. Such documents include, but are not limited to, passport, driver's license, utility bills, photographs of associated individuals, government identification cards, or sworn statements. Buyer consents to Company disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements. Buyer acknowledges that Company may refuse to distribute Cryptune Tokens to Buyer until such requested information is provided.

4.2. Taxes. Buyer acknowledges, understands and agrees that: (a) the purchase and receipt of Cryptune Tokens may have tax consequences for Buyer; (b) Buyer is solely responsible for Buyer's compliance with Buyer's tax obligations; and (c) Company bears no liability or responsibility with respect to any tax consequences to Buyer.

4.3. Privacy Policy. Please read the Cryptune Privacy Policy to stay informed about our information practices and the ways you can help protect your privacy. Privacy Policy can be found at [Cryptune.io](https://cryptune.io).

## **ARTICLE FIVE: DISCLAIMERS, REPRESENTATIONS AND WARRANTIES**

By buying Cryptune Tokens, Buyer represents and warrants to each of the Cryptune, LLC Parties that:

5.1. Authority. Buyer has all requisite power and authority to execute and deliver this Agreement, to use the Cryptune Distribution Contract and the Cryptune Smart Contract, purchase Cryptune Tokens, and to carry out and perform its obligations under this Agreement. a. If an individual, Buyer is at least 18 years old and of sufficient legal age and capacity to purchase Cryptune Tokens. b. If a legal person, Buyer is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business.

5.2. No Conflict. The execution, delivery and performance of this 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: (a) any provision of Buyer's organizational documents, if applicable; (b) any provision of any judgment, decree or order to which Buyer is a party, by which it is bound, or to which any of its material assets are subject; (c) any material agreement, obligation, duty or commitment to which Buyer is a party or by which it is bound; or (d) any laws, regulations or rules applicable to Buyer.

5.3. No Consents or Approvals. The execution and delivery of, and performance under, this Agreement require no approval or other action from any governmental authority or person other than Buyer.

5.4. Buyer Status. Buyer is not subject to any of the disqualifying events listed in Rule 506(d)(1) of Regulation D under the Securities Act of 1933 (a "Buyer Event"), and there is no proceeding or investigation pending or, to the knowledge of Buyer, threatened by any governmental authority, that would reasonably be expected to become the basis for a Buyer Event.

5.5. Buyer Knowledge and Risks of Project. Buyer has sufficient knowledge and experience in business and financial matters, including a sufficient understanding of Blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), Blockchain-based software systems and Blockchain technology, to be able to evaluate the risks and merits of Buyer's purchase of Cryptune Tokens, including but not limited, to the matters set forth in this Agreement, and is able to bear the risks thereof, including loss of all amounts paid, loss of Cryptune Tokens, and liability to the Cryptune, LLC Parties and others for its acts and omissions, including with limitation those constituting breach of this Agreement, negligence, fraud or willful misconduct. Buyer has obtained sufficient information in order to make an informed decision to purchase Cryptune Tokens.

5.6. Funds; Payments. a. Funds. The funds, including any fiat, virtual currency or Cryptocurrency, Buyer uses to purchase Cryptune Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Buyer will not use the Cryptune Tokens to finance, engage in, or otherwise support any unlawful activities. b. Payments. All payments by Buyer under this Agreement will be made only in Buyer's name, from a digital wallet or bank account not located in a country or territory that has been designated as a "non-cooperative country or territory" by the Financial Action Task Force, and is not a "foreign shell bank" within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 et seq.), as amended, and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.

5.7. Miscellaneous Regulatory Compliance. a. Anti-Money Laundering; Counter-Terrorism Financing. To the extent required by applicable law, Buyer complies with all anti-money laundering and counterterrorism financing requirements. b. Sanctions Compliance. Neither Buyer, nor any person having a direct or indirect beneficial interest in Buyer or Cryptune Tokens being acquired by Buyer, or any person for whom Buyer is acting as agent or nominee in connection with Cryptune Tokens, is the subject of sanctions administered or enforced by any country or government (collectively, "Sanctions") or is organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions.

5.8. Buyer expressly acknowledges, understands and agrees that Buyer is using the Cryptune Distribution Contract, the Cryptune Token Contract and purchasing Cryptune Tokens at the Buyer's sole risk and that the Cryptune Distribution Contract, the Cryptune Token Contract and Cryptune Tokens are each provided, used and acquired on an "AS IS" and on an "AS AVAILABLE" basis without representations, warranties, promises or guarantees whatsoever of any kind by Company and Buyer shall rely on its own examination and investigation thereof.

5.9. No Representation or Warranty. (A) COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; AND (B) WITH RESPECT TO THE Cryptune DISTRIBUTION CONTRACT, THE Cryptune TOKEN CONTRACT AND THE Cryptune TOKENS, COMPANY SPECIFICALLY DOES NOT REPRESENT AND WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

5.10. By purchasing Cryptune Tokens, Buyer represents and warrants that:

- (i) Buyer has read and understands the Cryptune Token Contract in full;
- (ii) Buyer has read and understands the Cryptune Whitepaper in full;
- (iii)** Buyer fully understands, realizes and agrees with the information about the functionality, usage, storage, transmission mechanisms, risks, uncertainties and other material characteristics of the Cryptune Tokens, Blockchain technology, Blockchain-based software systems and their risks, and appreciate the risks and implications of purchasing CPT;
- (iv)** **Buyer fully understands, realizes, and agrees that the Cryptune Tokens are created on a Blockchain and are designed to be used with the Cryptune Software and it does not grant to the Buyer any voting or ownership rights, any return on investment or any profit and passive income from the ownership of CPT;**
- (v) Buyer will not forge, or otherwise manipulate any personal or non-personal data requested by Cryptune in the process of Buyer's registration (will not use VPN or other means of distorting the data), or after its completion, will provide all necessary personal or non-personal data in the form and format requested by Cryptune in the event when such necessity arises in connection within the requirements of anti-money laundering and anti-fraud frameworks of CRYPTUNE and/or in accordance with all applicable laws. Failure to comply with this provision may result in penalties to the buyer, including but not limited to: (i) terminate Buyer's Account, (ii) demand full compensation from Buyer for losses caused by every violation; (iii) bring a case before any competent court(s) if the compensation doesn't cover Cryptune's loss; and (iv) release the information relating to Buyer's identity and location to any authorized officer in accordance with the applicable law.
- (vi) Buyer's purchase of Cryptune Tokens complies with applicable laws and regulations in Buyer's jurisdiction; and
- (vii) Buyer does not intend to hinder, delay or defraud Cryptune or any other users of the Cryptune Software or engage in any illegal conduct and or unlawful activity in relation to money laundering, receiving the proceeds of drug trafficking or terrorist activities; receiving the proceeds of criminal activities, terrorist activities or trading with such countries as might from time to time be subject to any embargo imposed by the Law of Nations, the Security Council of the United Nations, or in any place of the world.

## **ARTICLE SIX: RISKS**

6.1 Cryptune TOKENS MAY HAVE NO VALUE. BUYER MAY LOSE ALL AMOUNTS PAID.

6.2. Buyer has carefully reviewed, acknowledges, understands and assumes the following risks, as well as all other risks associated with the Cryptune Tokens (including those not discussed herein), all of which could render the Cryptune Tokens worthless or of little value:

6.3. Purchase Price Risk. The distribution of Cryptune Tokens will occur at the end of each set period during the Cryptune Distribution Period. There are no guarantees as to the price of Cryptune Tokens purchased by Buyer and no guarantees for the price per Cryptune Token in the subsequent periods of the Cryptune Distribution Period. There is the possibility that the price per Cryptune Token in subsequent periods of the Cryptune Distribution Period falls below the price paid by initial buyers of Cryptune Tokens during the Cryptune Distribution Period. Cryptune, LLC reserves the right to change the duration of the Cryptune Distribution Period for any reason, including, without limitation, bugs in the Cryptune Distribution Contract or the Cryptune Token Contract or the unavailability of the Website or other unforeseen procedural or security issues.

6.4. Blockchain Delay Risk. On the Blockchain, timing of block production is determined by proof of work so block production can occur at random times. For example, ETH contributed to the Cryptune Smart Contract in the final seconds of a distribution period may not get included for that period. Buyer acknowledges and understands that the Blockchain may not include the Buyer's transaction at the time Buyer expects and Buyer may not receive Cryptune Tokens the same day Buyer sends ETH.

6.5. Underlying Blockchain. The underlying Blockchain which makes Cryptune's cryptographic qualities possible is prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the Blockchain network in an attempt to gain an advantage in purchasing cryptographic tokens. Buyer acknowledges and understands that Buyer's block producers may not include Buyer's transaction when Buyer wants or Buyer's transaction may not be included at all.

6.6. Ability to Transact or Resell. Buyer may be unable to sell or otherwise transact in Cryptune Tokens at any time, or for the price Buyer paid. By using the Cryptune Distribution Contract or the Cryptune Token Contract or by purchasing Cryptune Tokens, Buyer acknowledges, understands and agrees that: (a) Cryptune Tokens may have no value; (b) there is no guarantee or representation of liquidity for the Cryptune Tokens; and (c) the Cryptune, LLC Parties are not and shall not be responsible for or liable for the market value of Cryptune Tokens, the transferability and/or liquidity of Cryptune Tokens and/or the availability of any market for Cryptune Tokens through third parties or otherwise.

6.7. Token Security. Cryptune Tokens may be subject to expropriation and or/theft. Hackers or other malicious groups or organizations may attempt to interfere with the Cryptune Distribution Contract, the Cryptune Token Contract or the Cryptune Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus based attacks, Sybil attacks, smurfing and spoofing. This could result in the loss of Buyer's Cryptune Tokens, the loss of Buyer's ability to access or control Buyer's Cryptune Tokens or the loss of ETH in Buyer's account. In the event of such a software bug or weakness, there may be no remedy and holders of Cryptune Tokens are not guaranteed any remedy, refund or compensation.

6.8. Access to Private Keys. Cryptune Tokens purchased by Buyer may be held by Buyer in Buyer'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 Buyer's digital wallet or vault storing Cryptune Tokens will result in loss of such Cryptune Tokens, access to Buyer's Cryptune Token balance and/or any initial balances in Blockchains created by third parties. 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 Buyer uses, may be able to misappropriate Buyer's Cryptune Tokens. Company is not responsible for any such losses.

6.9. New Technology. The Cryptune Software and the Cryptune Platform and all of the matters set forth in the White Paper are new and untested. The Cryptune Software might not be capable of completion, implementation or adoption. It is possible that no Blockchain utilizing the Cryptune Software will be ever be launched and there may never be an operational Cryptune Platform. Buyer should not rely on the Cryptune Software or the ability to receive tokens associated with the Cryptune Platform in the future. Even if the Cryptune Software is completed, implemented and adopted, it might not function as intended, and any tokens associated with a Blockchain adopting the Cryptune Software may not have functionality that is desirable or valuable. Also, technology is changing rapidly, so the Cryptune Tokens and any tokens transferable on the Cryptune Platform may become outdated.

6.10. Reliance on Third-Parties. Even if completed, the Cryptune Software 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, all of which might have a material adverse effect on the Cryptune Software and Cryptune Platform.

6.11. Failure to Map a Public Key to Buyer's Account. Failure of Buyer to map a public key to Buyer's account may result in third parties being unable to recognize Buyer's Cryptune Token balance on the Blockchain when and if they configure the initial balances of a new Blockchain based upon the Cryptune Software of which Company makes no representation or guarantee.

6.12. Exchange & Counterparty Risks. If Buyer sends ETH to the Cryptune Token Contract from an exchange or an account that Buyer does not control, pursuant to the Cryptune Token Contract, Cryptune Tokens will be allocated to the account that has sent ETH; therefore, Buyer may never receive or be able to recover Buyer's Cryptune Tokens. Furthermore, if Buyer chooses to maintain or hold Cryptune Tokens through a Cryptocurrency exchange or other third party, Buyer's Cryptune Tokens may be stolen or lost. In addition, third parties may not recognize Buyer's claim to any derivative tokens if and when launched by third parties according to the distribution rules set in the Cryptune Software. By using the Cryptune Distribution Contract, using the Cryptune Token Contract and/or by purchasing Cryptune Tokens, Buyer acknowledges and agrees that Buyer sends ETH to the Cryptune Token Contract through an exchange account and/or holds Cryptune Tokens on a Cryptocurrency exchange or with another third party at Buyer's own and sole risk.

6.13. Changes to the Cryptune Software. The Cryptune Software is still under development and may undergo significant changes over time. Although Company intends for the Cryptune Software to have the features and specifications set forth in the White Paper, Company may make changes to such features and specifications for any number of reasons, and any party that adopts the Cryptune Software and launches the Cryptune Platform also may make changes, any of which may mean that the Cryptune Platform does not meet Buyer's expectations.

6.14. Project Completion. The development of the Cryptune Software may be abandoned for a number of reasons, including, but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.

6.15. Lack of Interest. Even if the Cryptune Software is finished and adopted and the Cryptune Platform is launched, the ongoing success of the Cryptune Platform relies on the interest and participation of third parties. There can be no assurance or guarantee that there will be sufficient interest or participation in the Cryptune Platform.

6.16. Migration of Blockchain. Cryptune may consider migrating to a private Blockchain from the Ethereum Blockchain. Should the Board of Directors and/or voting stakeholders (if any) consider it necessary and in the best interest of Cryptune's supporters, such decision shall be made and Cryptune will take all reasonable steps to ensure migration does not significantly harm Buyer, however, in accordance with all other risks associated within this Agreement and known to the Blockchain community, Cryptune cannot guarantee the safety and security of Cryptune Tokens at any time.

6.17. Uncertain Regulatory Framework. The regulatory status of cryptographic tokens, digital assets and Blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, Blockchain technology and its applications. Such changes could negatively impact Cryptune Tokens in various ways, including, for example, through a determination that Cryptune Tokens are regulated financial instruments that require registration. Company may cease the distribution of Cryptune Tokens, the development of the Cryptune Software or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

6.18. Risk of Government Action. As noted above, the industry in which Company operates is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of Company and/or pursue enforcement actions against Company. Such governmental activities may or may not be the result of targeting Company in particular. All of this may subject Company to judgments, settlements, fines or penalties, or cause Company to restructure its operations and activities or to cease offering certain products or services, all of which could harm Company's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the Cryptune Tokens and/or the development of the Cryptune Software.

## **ARTICLE SEVEN: LIMITATION OF LIABILITY; INDEMNIFICATION**

7.1. Limitation of Liability. To the fullest extent permitted by applicable law, Buyer disclaims any right or cause of action against the Cryptune, LLC Parties of any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part of any Cryptune, LLC Party. Each of the Cryptune, LLC Parties shall not be liable to Buyer for any type of Damages, even if and notwithstanding the extent a Cryptune, LLC Party has been advised of the possibility of such Damages. Buyer agrees not to seek any refund, compensation or reimbursement from a Cryptune, LLC Party, regardless of the reason, and regardless of whether the reason is identified in this Agreement.

7.2. Damages. In no circumstances will the aggregate joint liability of the Cryptune, LLC Parties, whether in contract, warrant, tort or other theory, for Damages to Buyer under this Agreement exceed the amount received by Company from Buyer.

7.3. Force Majeure. Buyer understands and agrees that Company shall not be liable and disclaims all liability to Buyer in connection with any force majeure event, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any Blockchain-related protocol.

7.4. Release. To the fullest extent permitted by applicable law, Buyer releases the Cryptune, LLC 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 disputes between Buyer and the acts or omissions of third parties.

7.5. Indemnification. a. To the fullest extent permitted by applicable law, Buyer will indemnify, defend and hold harmless and reimburse the Cryptune, LLC Parties from and against any and all actions, proceedings, claims, Damages, demands and actions (including without limitation fees and expenses of counsel), incurred by a Cryptune, LLC Party arising from or relating to: (i) Buyer's purchase or use of Cryptune Tokens; (ii) Buyer's responsibilities or obligations under this Agreement; (iii) Buyer's breach of or violation of this Agreement; (iv) any inaccuracy in any representation or warranty of Buyer; (v) Buyer's violation of any rights of any other person or entity; and/or (vi) any act or omission of Buyer that is negligent, unlawful or constitutes willful misconduct. b. Company reserves the right to exercise sole control over the defense, at Buyer's expense, of any claim subject to indemnification under this Section 8.5. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Buyer and Company.

## **ARTICLE EIGHT: DISPUTE RESOLUTION**

8.1. Informal Dispute Resolution. Buyer and Company shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a "Dispute"). If the Parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all Parties, such Dispute shall be finally settled by Binding Arbitration as defined in Section 9.2 below.

8.2. Binding Arbitration. **Any controversy or claim arising out of or relating to this contract not resolved within 90 days as set forth in Section 9.1 shall, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial [or other] Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.** The number of arbitrators shall be one who shall be selected by Company. The seat, or legal place, of arbitration shall be New York, United States. The language to be used in the arbitral proceedings shall be English. The governing law of the Agreement shall be as set forth in Section 10.1 herein. The arbitration award shall be final and binding on the Parties ("Binding Arbitration"). The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets. Company and Buyer will each pay their respective attorneys' fees and expenses. Notwithstanding the foregoing, Company reserves the right,

in its sole and exclusive discretion, to assume responsibility for any or all of the costs of the arbitration.

8.3. No Class Arbitrations, Class Actions or Representative Actions. Any dispute arising out of or related to this Agreement is personal to Buyer and Company and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a dispute as a representative of another individual or group of individuals. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

## **ARTICLE NINE: MISCELLANEOUS**

9.1. Governing Law and Venue. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the State of Delaware, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.

9.2. Assignment. Buyer shall not assign this Agreement without the prior written consent of Cryptune, LLC. Any assignment or transfer in violation of this Section 9.2 will be void. Company may assign this Agreement to an affiliate. Subject to the foregoing, this Agreement, and the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

9.3. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable 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.

9.4. Modification of Agreement. Company may modify this Agreement at any time by posting a revised version on the Website, available at Cryptune.io. The modified terms will become effective upon posting. It is Buyer's responsibility to check the Website regularly for modifications to this Agreement. This Agreement was last modified on the date listed at the beginning of this Agreement.

9.5. Termination of Agreement; Survival. This Agreement will terminate upon the completion of all sales in the Cryptune Token Distribution. Company reserves the right to terminate this Agreement, in its sole discretion, in the event that Buyer breaches this Agreement. Upon termination of this Agreement: (a) all of Buyer's rights under this Agreement immediately terminate; (b) Buyer is not entitled to a refund of any amount paid; and (c) Articles 3, 4, 5, 6, 7, 8, and 9 will continue to apply in accordance with their terms.

9.6. No Waivers. The failure by Company to exercise or enforce any right or provision of this Agreement will not constitute a present or future waiver of such right or provision nor limit Company's right to enforce such right or provision at a later time. All waivers by Company must be unequivocal and in writing to be effective.

9.7. No Partnership; No Agency; No Third Party Beneficiaries. Nothing in this Agreement and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association,

joint venture or other co-operative entity between the Parties. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose. No Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party. This Agreement does not create any third party beneficiary rights in any person.

9.8. Electronic Communications. Buyer agrees and acknowledges that all agreements, notices, disclosures and other communications that Company provides Buyer pursuant to this Agreement or in connection with or related to Buyer's purchase of Cryptune Tokens, including this Agreement, may be provided by Company, in its sole discretion, to Buyer, in electronic form.

9.9. No regulatory authority has examined or approved of any of the information provided in this White Paper. No such action has been or will be taken under the laws regulatory requirements or rules of any jurisdiction.

9.10. Persons who intend to purchase Cryptune CPT, should seek the advice of independent experts before committing to any action, set out in the White Paper.

9.11. You do not have the legal right to participate in Cryptune's digital asset public sale if you are a citizen or other representatives of any jurisdiction whether the issue of CPT would be illegal or subject to any requirement for registration, licensing or lock-up.

9.12. You agree that you purchase, receive and hold the CPT at your own risk and that the CPT's you are provided on an 'as is' basis without warranties of any kind, either express or implied.

9.13 It is your responsibility to determine if you are legally allowed to purchase CPT's in your jurisdiction and whether you can then resell CPT's to another purchaser in any given jurisdiction.

9.14. No regulatory authority has examined or approved of any of the information provided in this White Paper. No such action has been or will be taken under the laws regulatory requirements or rules of any jurisdiction.

9.15 Cryptune intends to make every effort to ensure that all data submitted in the White Paper is accurate and up to date at the point in time that the relevant version has been disseminated, however, the proposed document is no alternative to consulting an independent 3rd party opinion including but not limited to a lawyer and tax expert.

9.16. The White Paper and the related documents may be translated into languages other than English. Should a conflict or an inconsistency arise between the English language version and a foreign language version, the English language version of the Document shall govern and prevail.

9.17. The White Paper does not constitute an agreement that binds Cryptune, its directors, officers, employees and associates and does not warrant or assume any legal liability arising out of or related to the accuracy, reliability, or completeness of any material contained in the White Paper. To the fullest extent permitted by any applicable law in any jurisdiction, Cryptune shall not be liable for any indirect, special, incidental, consequential or other losses, arising out of or in connection with the White Paper or Token sale including but not limited to: loss of revenue, income or profits, and loss of data.

9.18. Cryptune may change this Token Purchase Agreement from time to time. If we make changes, we will notify you by revising the date at the top of this policy, and in some cases, we may provide you with additional notice (such as adding a statement to the homepages of our Site or sending you an email notification). We encourage you to review the Token Purchase Agreement whenever you interact with us to stay informed about Cryptune's practices and the ways you can help protect your interests by securing the critical information necessary to make an informed decision before choosing to purchase Cryptune Tokens.

**Entire Agreement.** THESE TERMS REPRESENT THE ENTIRE AGREEMENT, AND SUPERSEDE ALL PRIOR AND CONTEMPORANEOUS UNDERSTANDINGS BETWEEN BUYER AND CRYPTUNE REGARDING THE SUBJECT MATTER HEREUNDER, ESPECIALLY REGARDING CRYPTUNE SOFTWARE, WEBSITE, PLATFORM AND TOKENS. THE TERMS AND CONDITIONS CONTAINED IN THIS CRYPTUNE TOKEN SALE AGREEMENT OR ANY SUBSEQUENTLY RELEASED VERSION OF THE CRYPTUNE TOKEN PURCHASE AGREEMENT ARE THE ONLY TERMS AND CONDITIONS RELATED TO THE CRYPTUNE DIGITAL TOKEN, AND NO OTHER POSTING OR PUBLICATION SHALL BE INTERPRETED AS ALTERING THE BINDING TERMS AND CONDITIONS CONTAINED HEREIN, IN THE EVENT OF ANY CONFLICT BETWEEN THESE TERMS AND ANY OTHER AGREEMENT BUYER MAY HAVE WITH CRYPTUNE, THE TERMS OF THAT OTHER AGREEMENT WILL PREVAIL ONLY IF THESE TERMS ARE SPECIFICALLY IDENTIFIED AND DECLARED TO BE OVERRIDDEN BY SUCH OTHER AGREEMENT.