



## **LIBERTYLANCE TOKEN SALE AGREEMENT**

Last updated: 28.02.2017

## TOKEN SALE AGREEMENT

1. This Token Sale agreement ('Agreement') forms a legally binding contract between You and the LibertyLance Ltd that is a company incorporated in Seychelles (the "Company" or "LibertyLance") and sets forth general rules and procedure of LibertyLance Tokens Sale by the LibertyLance and their purchase by the Purchaser. This Agreement is inalienable part of LibertyLance General Terms & Conditions of LTN Tokens Sale that the Purchaser shall carefully read, understand and irrevocably accept. In terms not regulated by this Agreement (including but not limited to intellectual property rights, dispute resolution etc.), the LibertyLance General Terms & Conditions of LTN Tokens Sale shall apply to the relationships that arise hereunder.
2. THIS AGREEMENT CERTIFIES THAT You (hereinafter the "Purchaser" or "You") by clicking the button "I agree" on the Website and payment made in accordance with rules and procedures, specified in the Appendix A of the LibertyLance General Terms and Conditions of LTN Tokens Sale, as well as in this Agreement, to LibertyLance Ltd (the "Company" or "LibertyLance"), shall be entitled to take delivery of certain digital cryptographic token (the "LTN Token") upon the occurrence of the Company's Token Sale, subject to LibertyLance General Terms & Conditions of LTN Tokens Sale and the provisions set forth below.
3. The definitions set forth herein and mentioned with capital letter shall have the meaning as described in LibertyLance General Terms & Conditions of LTN Tokens Sale.
4. LTN Tokens Private Sale shall be held during **29.05.2018 - 29.06.2018** and regulated by these terms and LTN Token Sale Agreement. Participants can send an amount of ETH equal to the rate of 10000 LTN Tokens for 1 ETH according to the cost of ETH to the date of beginning of the Token Sale into a smart contract system on Ethereum and receive LTN Tokens in exchange. Participant shall be entitled to the bonus in LTN Tokens in the amount of 75% of the Purchase Amount. Tokens purchased during the Private Sale period shall be locked for a period of 4 months after the end of the LTN Tokens Main Sale event.
5. LTN Tokens Pre-Sale shall be held during the month of April and regulated by these terms and LTN Token Sale Agreement. Participants can send an amount of LTC, ETH or BTC equal to the rate of 6250 LTN Tokens for 1 ETH according to the cost of LTC, ETH or BTC to the date of beginning of the Token Sale into a smart contract system on Ethereum and receive LTN Tokens in exchange. Participant shall be entitled to the bonus in LTN Tokens in the amount of 20% of the Purchase Amount.
6. LTN Tokens Main Sale shall be held during the month of May and regulated by these Terms and LTN Token Sale Agreement. Participants can send an amount of LTC, ETH or BTC equal to the rate of 5000 LTN Tokens for 1 ETH according to the cost of LTC, ETH or BTC to the date of

beginning of the Token Sale into a smart contract system on Ethereum and receive LTN Tokens in exchange. Participant shall be entitled to the bonus in LTN Tokens in the amount of 15% of the Purchase Amount during the first week, 10% during the second week and 5% during the third week.

7. LTN Tokens are available for purchase to Purchasers who are eligible to enter to this agreement according to the clause 5 of LibertyLance General Terms & Conditions of LTN Tokens Sale (Purchasers) and clause 27 of this Agreement only during a limited LTN Tokens Sale periods of time that is defined in the Appendix A of LibertyLance General Terms & Conditions of LTN Tokens Sale and this Agreement.

8. LibertyLance's publication on the Website of an offer to sell LTN Tokens to a number of Purchasers (potential LibertyLance Token purchasers) is considered a legally binding offer of the LibertyLance to sell LTN Tokens (hereinafter referred to as the "Offer").

9. The Offer shall be available only at the Website via specific form. Any other offers concerning LTN Tokens Sale presented on any other websites or internet resources shall be considered null and void and shall not put any obligations upon the LibertyLance.

10. The number of LTN Tokens offered for sale by the LibertyLance is limited. Such number of LTN Tokens to be sold and available for purchase is defined in the Appendix A of the LibertyLance General Terms & Conditions of LTN Tokens Sale.

11. Legally binding acceptance of the Offer shall be conducted by a Purchaser by clicking the button "I agree" on the Website in the specific field and sending the Purchase Amount of ETH on the specific smart-contract address published on the Website. By this action the respective Purchaser, agree that he fully read, understood and irrevocably accepted this LTN Token Sale agreement. From this moment the Offer shall be considered formally accepted by the respective Purchaser.

12. Offer Acceptance shall be deemed irrevocable.

13. To purchase LTN Tokens the Purchaser shall only send cryptocurrency funds from his/her personal wallet (hardware wallet) in the amount which is equivalent to the amount of the LTN Tokens the Purchaser is willing to receive for such payment. It is prohibited to send Ethereum funds to purchase LTN Tokens from any cryptocurrency exchanges.

14. Purchaser is not entitled to send any funds to purchase LTN Tokens until the corresponding LTN Tokens Sale period has officially begun. Purchaser is not entitled to send any funds to purchase LTN Tokens upon ending of the respective LTN Tokens Sale.

15. The LTN Tokens shall be sent to the Purchaser's personal respective cryptocurrency wallet by the end of LTN Tokens Sale period.
16. To the extent allowable pursuant to Applicable Law, the purchase of the LTN Tokens by the Purchaser from the LibertyLance is final, and, thus, there are no refunds and/or cancellations.
17. Ownership rights for LTN Tokens shall be transferred from the LibertyLance to the respective Purchaser upon completion of payment procedure by the Purchaser.
18. LTN Tokens are eventually designated to be an operational instrument which give the Purchaser certain rights described in Appendix A of LibertyLance General Terms & Conditions of LTN Tokens Sale.
19. You expressly agree that the LTN Tokens are not securities, are not registered with any government entity as the securities, shall not be considered as such, are not intended to be commodity or any other kind of financial instrument, do not represent any share, stake or security or equivalent rights, including, but not limited to, any right to receive future revenue shares and intellectual property rights.
20. By purchase of LTN Tokens hereunder the Purchaser represents and warrants that his/her funds in no way came from illegal or unethical sources, that the Purchaser is not using any proceeds of criminal or illegal activity, and that no transaction involving LTN Tokens are being used to facilitate any criminal or illegal activity.
21. The Purchaser is obliged to provide valid proves concerning legality of his/her proceeds used to purchase LTN Tokens upon LibertyLance's request or request of bank institutions or government authorities.
22. By accepting this Agreement and by purchase of the LTN Tokens, the Purchaser represents/warrants and accepts that there are certain risks associated with purchase of LTN Tokens, holding LTN Tokens, and using LTN Tokens described in Appendix B of LibertyLance General Terms & Conditions of LTN Tokens Sale.
23. US, Singapore and Hong Kong citizens and residents are not eligible and not allowed to participate in the LTN Tokens Sale due to various taxation and regulatory issues. The Purchaser is only allowed to purchase LTN Tokens if and by buying LTN Tokens he/she covenants, represents, and warrants that he/she is neither a US, Singapore or Hong Kong citizen or resident, nor have a primary residence or domicile in the US (including Puerto Rico, the US Virgin Islands, and any other possessions of the US) or Singapore, or Hong Kong. In order to buy LTN Tokens and by buying them Purchaser covenant, represent, and warrant that none of the owners of the

company, of which Purchaser is an authorized official, are US, Singapore or Hong Kong, citizens or residents, nor they have a primary residence or domicile in the United States (including Puerto Rico, the US Virgin Islands, and any other possessions of the US) or Singapore, or Hong Kong. Should this change at any time, Purchaser shall immediately notify LibertyLance. Purchaser also represent and warrant that he (or she) is not a citizen or resident of a geographic area in which access to or use of the cryptocurrency or Tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act. LibertyLance shall reserve the right to refuse selling LTN Tokens to anyone who does not meet the criteria set forth above.

24. The Purchaser is only allowed to purchase LTN Tokens if and by buying LTN Tokens he (or she) covenants, represents, and warrants that he (or she) (under the Applicable Law and law of the country of Participant's residence):

1) He/she is of an age of majority to enter into this Agreement (at least 18 years of age), meets all other eligibility and residency requirements, and is fully able and legally competent to purchase LTN Tokens, enter into agreement with the LibertyLance and in doing so will not violate any other agreement to which he (or she) is a party;

2) if he (she) is a corporation, governmental organization or other legal entity, he/she have the right, power and authority to enter into this agreement on behalf of the corporation, governmental organization or other legal entity and bind them to these Terms;

3) will not be using the LTN Tokens for any illegal activity, including but not limited to money laundering and the financing of terrorism;

25. LTN Tokens are to be provided on an "as is" and "as available" basis and without any warranties of any kind, either expressed or implied. The Purchaser assume all responsibility and risk with respect to buying of any amount of the LTN Tokens and their use. The Purchaser hereby expressly agrees that, to the maximum extent permitted by the Applicable Law, the LibertyLance does not accept any liability for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), resulting from any use of, or inability to use the Website or the material, information, software, facilities, services or content on the Website, as well as from purchasing of the LTN Tokens, regardless of the basis, upon which the liability is claimed and even if the LibertyLance has been advised of the possibility of such loss or damage. The Purchaser understands and agrees that the LibertyLance shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of the LTN Tokens. The Purchaser understands and expressly agrees that the LibertyLance shall not guarantee in any way that the LTN Tokens

might be sold or transferred during or after the LibertyLance Token Sale. If Applicable Law does not allow all or any part of the above limitation of liability to apply to the Purchaser, the limitations will apply to the Purchaser only to the extent permitted by the Applicable Law. The Purchaser understands and agrees that it is his/her obligation to ensure compliance with any legislation relevant to his/her country of domicile concerning purchasing of the LTN Tokens. Purchasing of the LTN Tokens by the Purchaser in no way creates any exclusive relationship between the Purchaser and the LibertyLance, nor any partnership, joint venture, employment or agency.