

GAMERTOKEN SALE TERMS AND CONDITIONS

The following **Terms and Conditions** (“**Terms**”) govern your (“**you**” or the “**Purchaser**”) purchase of cryptographic tokens (“**GAMERTOKEN**”, “**Token**”, “**GTX**” or “**GTX Token**”) from The Laurel Foundry Limited, a limited liability company incorporated under the laws of Malta with company registration number C-85340 (“**we**” or the “**Company**”). Each of you and the Company is a “**Party**” and, together, the “**Parties**” to these Terms. This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE GAMERTOKEN FROM THE COMPANY. BY PURCHASING GAMERTOKEN FROM THE COMPANY, YOU WILL BE BOUND BY THESE TERMS AND ANY TERMS INCORPORATED BY REFERENCE. IF YOU HAVE ANY QUESTIONS REGARDING THESE TERMS, PLEASE CONTACT THE COMPANY AT info@gamertoken.com.

By purchasing GAMERTOKEN, and to the extent permitted by law, you are agreeing not to hold any of the Company and its 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 (the “**GAMERTOKEN Team**”) liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of GAMERTOKEN, including losses associated with the terms set forth below.

DO NOT PURCHASE GAMERTOKEN IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS. PRIOR TO PURCHASING GAMERTOKEN, YOU SHOULD CAREFULLY CONSIDER THE TERMS LISTED BELOW AND, TO THE EXTENT NECESSARY, CONSULT AN APPROPRIATE LAWYER, ACCOUNTANT, OR TAX PROFESSIONAL. IF ANY OF THE FOLLOWING TERMS ARE UNACCEPTABLE TO YOU, YOU SHOULD NOT PURCHASE GAMERTOKEN.

PURCHASES OF GAMERTOKEN MAY BE UNDERTAKEN ONLY BY INDIVIDUALS, ENTITIES, OR COMPANIES THAT HAVE SIGNIFICANT EXPERIENCE WITH, AND UNDERSTANDING OF, THE USAGE AND INTRICACIES OF CRYPTOGRAPHIC TOKENS, INCLUDING ETHEREUM TOKENS, AND BLOCKCHAIN BASED SOFTWARE SYSTEMS. PURCHASERS MUST HAVE A FUNCTIONAL UNDERSTANDING OF STORAGE AND TRANSMISSION MECHANISMS ASSOCIATED WITH OTHER CRYPTOGRAPHIC TOKENS. WHILE THE COMPANY WILL BE AVAILABLE TO ASSIST PURCHASERS OF GAMERTOKEN DURING THE SALE, THE COMPANY WILL NOT BE RESPONSIBLE IN ANY WAY FOR LOSS OF ETHER OR GAMERTOKEN RESULTING FROM ACTIONS TAKEN BY, OR OMITTED BY PURCHASERS OR BY THEIR AGENTS. IF YOU DO NOT HAVE SUCH EXPERIENCE OR EXPERTISE, THEN YOU MUST NOT PURCHASE GAMERTOKEN OR PARTICIPATE IN THE SALE OF GAMERTOKEN. YOUR PARTICIPATION IN THE GAMERTOKEN SALE IS DEEMED TO BE YOUR UNDERTAKING AND ACKNOWLEDGMENT THAT YOU SATISFY THE REQUIREMENTS MENTIONED IN THIS PARAGRAPH AND THE TERMS BELOW.

PURCHASER AGREES TO BUY, AND COMPANY AGREES TO SELL, GAMERTOKEN IN ACCORDANCE WITH THE FOLLOWING TERMS:

1. Representations and Warranties

YOU MAY NOT ACQUIRE GAMERTOKEN IF YOU ARE A CITIZEN, RESIDENT (TAX OR OTHERWISE) OF [CUBA, GERMANY, IRAN, LIBYA, NORTH KOREA, SYRIA, OR YEMEN], OR IF YOU ARE A RESIDENT IN A JURISDICTION WHERE THE OFFERING OR PURCHASE OF GAMERTOKEN IS PROHIBITED.

When you purchase, or otherwise receive, GAMERTOKEN, you may only do so by accepting the following conditions and, by doing so, you are making the following representations and warranties:

- you have read, understand, and are in full compliance with these Terms;
- you understand that by purchasing or otherwise receiving a GAMERTOKEN you accept all of the terms and conditions set forth herein, and the risks associated with purchasing GAMERTOKEN, owning GAMERTOKEN and using GAMERTOKEN as disclosed and explained in **SCHEDULE B**;
- you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, such as Bitcoin and Ether, as well as blockchain-based software systems generally;
- you are acquiring GAMERTOKEN solely for your own account and not as nominee, agent or custodian for another person or entity; *provided, however*, that if you are an individual purchasing GAMERTOKEN on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" and the like in these Terms refer to you and such entity, jointly); you are acquiring GAMERTOKEN solely for use in connection with the GAMERTOKEN Network (as such term is defined in **SCHEDULE A**) and are not acquiring GAMERTOKEN for any other purposes, including, but not limited to, any investment, speculative or other financial purposes or with a view to distribute, assign, sell or otherwise transfer GAMERTOKEN;
- you understand that GAMERTOKEN are intended to be used only in connection with the GAMERTOKEN Network, and confer no rights of any form with respect to the Company or its corporate affiliates, including, but not limited to, any ownership, voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
- you are legally permitted to purchase, receive, possess, and make use of GAMERTOKEN in your relevant jurisdiction; if you are purchasing as an individual, you are of legal age to purchase GAMERTOKEN in your relevant jurisdiction, and you are not aware of any other legal reason that would prevent you from obtaining GAMERTOKEN; and if you are purchasing GAMERTOKEN on behalf of an entity, (i) it is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and in each jurisdiction where it conducts business and (ii) all corporate and legal action on the part of the entity agree to these Terms, purchaser GAMERTOKEN and to perform its obligations hereunder have been taken.;

- the agreement by you to these Terms and performance by you of your obligations hereunder 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: (i) any provision of your constitutional or organization documents, if applicable, (ii) any provision of any judgment, decree or order to which you are a party, by which you are bound, or to which any of your material assets are subject, (iii) any material agreement, obligation, duty or commitment to which you are a party or by which you are bound or (iv) any laws, regulations or rules applicable to you;
- no consent, approval, order or authorization of, or designation, registration, declaration or filing with any applicable governmental authority on your part is required in connection with agreeing to these Terms or the acquisition of GAMERTOKEN;
- you are not located, do not have a place of business or are not conducting business (i) in a jurisdiction in which acquiring or using GAMERTOKEN is prohibited by applicable law, decree, regulation, treaty, or administrative act or (ii) in a jurisdiction that is subject to U.S. or other sovereign country sanctions or embargoes; you are not subject to any sanctions administered or enforced by any country, government or international authority; and you agree that if your country of residence or other circumstances change such that the representations in this clause are no longer accurate, that you will immediately cease the use of the GAMERTOKEN Network or GAMERTOKEN, as applicable;
- you understand and acknowledge that these Terms shall not be construed as the offer or sale of any securities, and you understand and acknowledge that no actions of, or documentation issued by Company, shall be construed as such;
- your acquisition of GAMERTOKEN does not involve your purchase or receipt of shares, ownership or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;
- you understand that purchasing GAMERTOKEN gives you no influence over governance of the Company;
- you will supply us with all information and documentation that we require in our sole discretion in order to allow us to accept your purchase of GAMERTOKEN, allocate GAMERTOKEN to you, and fulfil our legal, regulatory and contractual obligations, including but not limited to any know-your-client or anti-money laundering obligations;
- you have not supplied us with information relating to your acquisition of GAMERTOKEN or otherwise which is inaccurate or misleading;
- you will notify us promptly of any change to the information supplied by you to us;
- you take sole responsibility for any restrictions and risks associated with receiving and holding GAMERTOKEN;
- the ETH used by you to purchase Tokens was not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing activities, and you agree that you

shall not use GAMERTOKEN to finance, engage in, or otherwise support any unlawful activities and that you are not obtaining GAMERTOKEN for any illegal purpose;

- neither you, nor, if you are purchasing GAMERTOKEN on behalf of an entity, the entity or any of its affiliates or direct or indirect beneficial owners, (i) appears 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 Company is prohibited to deal under the laws of the United States, (ii) is a person identified as a terrorist organization on any other relevant lists maintained by governmental authorities, or (iii) unless otherwise disclosed in writing to the Company, is a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure; you further represent and warrant that, if applicable, you: (i) have conducted thorough due diligence with respect to all of your beneficial owners, (ii) have established the identities of all direct and indirect beneficial owners and the source of each beneficial funds and (iii) will retain evidence of those identities, any source of funds and any due diligence;
- no payment to the Company is or will be derived from, pledged for the benefit of, or related in any way to, (i) the government of any country designated by the U.S. Secretary of State as a country supporting international terrorism, (ii) property that is blocked under any OFAC Regulations or that would be blocked under OFAC Regulations if it were in the custody of a U.S. national, (iii) persons to whom U.S. nationals cannot lawfully export services, or with whom U.S. nationals cannot lawfully engage in transactions under OFAC Regulations, (iv) the government of any country that has been designated as a non-cooperative country or designated by the U.S. Secretary of the Treasury or by the European Union or the United Kingdom as a money launderer or (v) directly or indirectly, any illegal activities; and you acknowledge that, pursuant to anti-money laundering laws and regulations, the Company may be required to collect documentation verifying the identity and the source of funds used to acquire GAMERTOKEN before, and from time to time after, the date of any purchase by you;
- all payments by you to the Company will be made through an account (or virtual currency public address whose associated balance, either directly or indirectly, has been funded by such an account) located in a jurisdiction that does not appear on the list of boycotted countries published by the U.S. Department of Treasury pursuant to § 999(a)(3) of the Internal Revenue Code as in effect at the time of the payment or other transfer of value.; and in the even you are, receive deposits from, make payments to or conducts transactions relating to a non-U.S. banking institution (a “**Non-U.S. Bank**”) in connection with the acquisition of GAMERTOKEN, the Non-U.S. Bank: (i) has a fixed address, other than an electronic address or a post office box, in a country in which it is authorized to conduct banking activities, (ii) employs one or more individuals on a full-time basis, (iii) maintains operating records related to its banking activities, (iv) is subject to inspection by the banking authority that licensed it to conduct banking activities and (v) does not provide banking services to any other Non-U.S. Bank that does not have a physical presence in any country and that is not a registered affiliate;
- you understand that the Company makes no warranty whatsoever, either expressed or implied, regarding the future success of GAMERTOKEN or the Ethereum network;
- you accept that you bear sole responsibility for determining if (i) the acquisition, the allocation, use or ownership of GAMERTOKEN (ii) the potential appreciation or depreciation in the value of

GAMERTOKEN over time, if any, (iii) the sale and purchase of GAMERTOKEN; or (iv) any other action or transaction related to GAMERTOKEN has tax implications.

- you understand that GAMERTOKEN will not be transferable or tradeable outside of the GAMERTOKEN Network until you satisfy the Proof of Use requirements and the Initial Use-Only Period has elapsed, as each such term is defined and described in **SCHEDULE A**, or such later period as determined by us in our sole and absolute discretion.

2. GAMERTOKEN Sale Procedures and Specifications

2.1. Total Number of GAMERTOKEN to be Created and Sold

The maximum total number of GAMERTOKEN to be issued is One Billion (1,000,000,000). Five Hundred Thousand (500,000,000) GAMERTOKEN will be offered for sale under these Terms.

| Description | Percentage of All GAMERTOKENS | Number of GAMERTOKENS |
|-------------------------|-------------------------------|-----------------------|
| Public Sale | 50% | 500,000,000 |
| Strategic Partnerships | 21% | 210,000,000 |
| Project Founders & Team | 15% | 150,000,000 |
| Treasury & Operations | 7% | 70,000,000 |
| Advisors | 7% | 70,000,000 |
| Total | 100% | 1,000,000,000 |

2.2. Commencement and Duration of Token Sale

The token sale is anticipated to begin on or about September 27, 2018 (the “**Token Sale Commencement Date**”), and to end either (i) when payments received from purchasers for the sale of GAMERTOKEN are approximately USD 18 million (18,000,000.00) in total or (ii) on October 4, 2018, whichever is earlier (either of (i) or (ii), the “**Token Sale End Date**”). If the Company fails to raise more than USD 2 million (2,000,000.00) between the Token Sale Commencement Date and the Token Sale End Date, the Company may cancel the Token sale and refund purchase amounts after deducting reasonable transaction fees.

GAMERTOKEN will be sold only to purchasers who have completed Registration, as defined in Section 6 below. The Company may alter the Token Sale Commencement Date, the Token Sale End Date, or any other terms with respect to the GAMERTOKEN sale, in its sole discretion. Company may also cancel the Token sale and refund purchase amounts after deducting reasonable transaction fees at any time before GAMERTOKEN are delivered.

2.3. Price of GAMERTOKEN

All purchasers of GAMERTOKEN will pay the same price according to a dynamic pricing process. The price per GAMERTOKEN will be determined at the conclusion of the Token sale, based on the total demand for GAMERTOKEN. Purchases of GAMERTOKEN are non-refundable.

Each sale GAMERTOKEN is valued in U.S. dollars but payable in Ether. The minimum purchase amount is USD 5.00 and the maximum USD 1,500,000.00.

Before you make payment to purchase GAMERTOKENS (“**Payment**”), Token Foundry’s platform will display your Ether payment amount and the current U.S. dollar value corresponding to it. By making the Payment at the displayed Ether amount, you acknowledge and irrevocably agree to the corresponding U.S. dollar value assigned to your Payment.

As of the Token Sale End Date, the price of each GAMERTOKEN will be calculated as follows: the total amount received and calculated in U.S. dollars will be divided by 500,000,000 GAMERTOKEN (the “**GAMERTOKEN Price**”). Each purchaser will receive an amount of Tokens equal to such purchaser’s total Payment calculated in U.S. dollars divided by the GAMERTOKEN Price.

2.4. Procedures of Purchasing GAMERTOKEN

During the Token sale, the GAMERTOKEN smart contract address will only accept Ether from ERC-20 compatible wallets with adequate Ether balances belonging to persons who have completed Registration. GAMERTOKEN will be generated and delivered electronically through a smart contract to the Purchaser’s digital wallet address. The Purchaser acknowledges that title to, and risk of loss of, GAMERTOKEN delivered to the Purchaser by such smart contracts passes from the Company to the Purchaser at such time.

Ether must be sent to the GAMERTOKEN smart contract address between the Token Sale Commencement Date and the Token Sale End Date in order to purchase GAMERTOKEN. Sending Ether to any address other than that provided by the Company may result in loss of Ether. Attempted transactions to purchase GAMERTOKEN will be rejected if Ether is sent to the GAMERTOKEN smart contract address at any time before Token Sale Commencement Date or after the Token Sale End Date.

GAMERTOKEN will be delivered to the Purchaser’s wallet no later than 28 days from the time of each purchase. GAMERTOKEN WILL BE USABLE BY PURCHASERS AT LAUNCH DATE, BUT WILL NOT BE TRANSFERABLE OR TRADEABLE OUTSIDE OF THE GAMERTOKEN NETWORK UNTIL THE PURCHASER SATISFIES THE PROOF OF USE REQUIREMENTS AND THE INITIAL USE-ONLY PERIOD HAS ELAPSED, EACH AS DESCRIBED IN **SCHEDULE A**, OR SUCH LATER DATE AS DETERMINED BY THE COMPANY IN ITS SOLE AND ABSOLUTE DISCRETION.

3. GAMERTOKEN Network Launch

GAMERTOKEN are non-transferrable and locked until the launch of the GAMERTOKEN Network on mainnet which is expected to take place on or around November 1, 2018 (the “**Launch Date**”). It is possible that the GAMERTOKEN Network launch may be delayed and the Company reserves the right, at its sole discretion, to modify the Launch Date.

Any GAMERTOKEN you purchase will remain in the wallet address you specify when purchasing GAMERTOKEN (the wallet address you send Ether from, and where the GAMERTOKEN you purchase will be sent to) during the non-transferrable period.

4. Proof of Use Requirements and Initial Use-Only Period

In order to create a gaming network and marketplace for non-fungible in-game items the Company has developed GAMERTOKEN, as described in its White Paper, as updated from time to time and made available on the Company’s website at <https://gamertoken.io/> (the “**White Paper**”), and as described in

SCHEDULE A. GAMERTOKEN are not intended nor should they be used for speculative investment purposes. To encourage the active use of the GAMERTOKEN Network through increased familiarity with GAMERTOKEN, GAMERTOKEN will not be transferable or tradeable outside of the GAMERTOKEN Network until the Initial Use-Only Period (as defined in **SCHEDULE A**) has elapsed and the Purchaser has satisfied the Proof of Use requirements (as defined in **SCHEDULE A**), or such later date as determined by the Company in its sole and absolute discretion.

BY PURCHASING GAMERTOKEN, YOU UNDERSTAND AND CONSENT TO SUCH TRANSFERABILITY LIMITATIONS IMPOSED BY THE INITIAL USE-ONLY PERIOD AND PROOF OF USE REQUIREMENTS, AND EXPRESSLY ACKNOWLEDGE THAT COMPANY MAY EXTEND THE INITIAL USE-ONLY PERIOD OR CHANGE PROOF OF USE REQUIREMENTS AT ITS SOLE AND ABSOLUTE DISCRETION.

5. All Purchases of GAMERTOKEN Are Final

ALL PURCHASES OF GAMERTOKEN ARE FINAL. PURCHASES OF GAMERTOKEN ARE NON-REFUNDABLE. BY PURCHASING GAMERTOKEN, THE PURCHASER ACKNOWLEDGES THAT NEITHER THE COMPANY NOR ANY OF ITS AFFILIATES, DIRECTORS OR SHAREHOLDERS ARE REQUIRED TO PROVIDE A REFUND FOR ANY REASON.

IF THE COMPANY BELIEVES, IN ITS SOLE DISCRETION, THAT ANY INDIVIDUALS OR ENTITIES OWNING GAMERTOKEN CREATES MATERIAL REGULATORY OR OTHER LEGAL RISKS OR ADVERSE EFFECTS FOR THE COMPANY OR THE GAMERTOKEN, THE COMPANY RESERVES THE RIGHT TO BUY ALL GAMERTOKEN FROM SUCH HOLDER AT THE ORIGINAL PURCHASE PRICE OR THEN-EXISTING MARKET PRICE, WHICH EVER IS LOWER.

6. Registration; Role of Token Foundry

In order to purchase GAMERTOKEN you must complete the registration process ("**Registration**"), as described further in **SCHEDULE A**. Registration is administered by our vendor Token Foundry LP and its service provider(s) (together, "**Token Foundry**") through the interface made available on Token Foundry's website for Registration, available at <https://tokenfoundry.com/projects/gamertoken>. To complete Registration, you must (i) provide all registration information ("**Registration Information**") requested through Token Foundry, subject to Token Foundry's Terms and Conditions available at <https://tokenfoundry.com/terms>, Token Foundry's Privacy Policy available at <https://tokenfoundry.com/legal> and (ii) receive a confirmation email that you have been approved to purchase GAMERTOKEN. Please refer to Token Foundry's Privacy Policy for information about the collection, use and sharing of your Registration Information. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL REGISTRATION INFORMATION, AND TO DENY OR REVOKE APPROVALS TO PURCHASE GAMERTOKEN AT OUR SOLE AND ABSOLUTE DISCRETION. BASED ON OUR REVIEW OF YOUR REGISTRATION INFORMATION, WE MAY ALSO IMPOSE LIMITS ON THE AMOUNT OF GAMERTOKEN YOU MAY PURCHASE. SUCH PURCHASE LIMITS, IF ANY, WILL BE DETERMINED AT OUR SOLE AND ABSOLUTE DISCRETION. FOR THE AVOIDANCE OF DOUBT, YOU CONSENT TO THE SHARING OF REGISTRATION INFORMATION WITH US PURSUANT TO TOKEN FOUNDRY'S PRIVACY POLICY.

The role of Token Foundry with respect to the Token Sale is limited to (a) facilitating the collection, verification and sharing of Registration Information, including purchaser verification processes required by

applicable law and (b) other technical services. You acknowledge and agree that (i) the Company is the seller of GAMERTOKEN, (ii) the terms and conditions under which you create an account, if any, with Token Foundry are solely between you and Token Foundry, and we are not a party to such terms and conditions, (iii) Token Foundry's Privacy Policy is applicable to your use of the Token Foundry website, including the collection, use and sharing of Registration Information, (iv) we are not responsible or liable for the acts or omissions of Token Foundry, and (v) we are not responsible or liable for, and you hereby release us from, any claims, losses, or other liabilities you may incur as a result of your use of the Token Foundry website, Token Foundry's services, or your account with Token Foundry, including but not limited to, any claims, losses, or other liabilities in connection with Registration Information.

7. Taxation of GAMERTOKEN

The Purchaser bears the sole responsibility to determine if the purchase of GAMERTOKEN or the potential appreciation or depreciation in the value of GAMERTOKEN over time has tax implications for the Purchaser in any jurisdiction. By purchasing GAMERTOKEN, and to the extent permitted by law, the Purchaser agrees not to hold any of the Company, its affiliates, shareholders, director, or advisors liable for any tax liability associated with or arising from the purchase of GAMERTOKEN.

8. Privacy

To enable the sale of GAMERTOKEN and the contract formed between us, we will process your personal data in accordance with the processes set out in our Privacy Notice attached hereto as **SCHEDULE C**. For certain activities described in our Privacy Notice we require your consent which you are kindly requested to provide.

Any purchase of GAMERTOKEN also implies acceptance of our IP Address and Cookie Policy which can be accessed via the following link: <https://gamertoken.io/documents/cookiepolicy.pdf>.

9. Force Majeure

The Company is not liable for failure to perform solely caused by any unforeseen event that renders performance commercially implausible. If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Terms, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

10. Complete Agreement

These Terms set out herein (including the Schedules hereto) and in the GAMERTOKEN White Paper, form the entire understanding between the Purchaser and the Company with respect to the purchase and sale of GAMERTOKEN.

11. Updates to the Terms

The Company reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the sale by posting the amended Terms at <https://gamertoken.io>. Any Purchaser will be deemed to have accepted such changes by purchasing GAMERTOKEN.

12. Disclaimer of Warranties

GAMERTOKEN ARE SOLD ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND. THE COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED AND STATUTORY WARRANTIES AS TO THE TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, QUIET ENJOYMENT, SATISFACTORY QUALITY, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE GAMERTOKEN ARE RELIABLE, CURRENT OR ERROR-FREE, MEET PURCHASER’S REQUIREMENTS, OR THAT DEFECTS IN GAMERTOKEN WILL BE CORRECTED. THE COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT GAMERTOKEN, THE USE OF GAMERTOKEN, OR THE DELIVERY MECHANISM FOR GAMERTOKEN ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE COMPANY DOES NOT WARRANT THAT THE USE OF GAMERTOKEN WILL BE UNINTERRUPTED.

13. No Rights to Intellectual Property

You acknowledge and agree that the Company retains all, and the Tokens do not confer to you any, right, title and interest in and to all of the Company’s intellectual property, including without limitation, all 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 in any trademarks, copyright or patents based thereon.

14. Limitation of Liability

The Purchaser acknowledges and agrees that, to the fullest extent of the law the disclaimer of liability contained herein apply to any and all damages or injury whatsoever caused by or related to (i) use of, or inability to use GAMERTOKEN or (ii) the Company under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort, including negligence, and that the Company shall not be liable for any indirect, incidental, special, punitive, exemplary or consequential damages, including loss of profits, loss of revenues, loss of goodwill, or loss of data, in any way whatsoever arising out of the use of, or inability to use, or purchase of, or inability to purchase GAMERTOKEN, or arising out of any interaction with GAMERTOKEN associated smart contract implemented in relation to GAMERTOKEN. Purchaser acknowledges that the Company is not liable for the conduct of third parties, including other purchasers of GAMERTOKEN, and that the risk of purchasing and using rests entirely with the Purchaser. To the extent permissible under law, under no circumstances will the Company be liable to any Purchaser for more than the amount the Purchaser has paid to the Company for the purchase of GAMERTOKEN. The liability limitations and exclusions in this section will apply to the fullest extent permitted by law. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to Purchaser.

15. Release

To the fullest extent permitted by applicable law, Purchaser releases the Company and the other Company Parties from responsibility, liability, claims, demands and 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 users and the acts or omissions of third parties. You expressly waive any rights you may

have under any other 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 favor at the time of agreeing to this release.

16. Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the GAMERTOKEN Team from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your purchase or use of GAMERTOKEN; (ii) your responsibilities or obligations under these Terms; (iii) your violation of these Terms; or (iv) your violation of any rights of any other person or entity.

The Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under this Section 16. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

17. Security

You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold GAMERTOKEN purchased from the Company, 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 GAMERTOKEN. The Company is not responsible for any losses, costs or expenses relating to lost access credentials.

18. Governing Law

The Terms and all non-contractual obligations arising in any way whatsoever out of or in connection with these Terms shall be governed by and construed in accordance with Maltese law.

19. Dispute Resolution by Arbitration

PLEASE READ THE FOLLOWING CLAUSE CAREFULLY BECAUSE IT CONTAINS CERTAIN PROVISIONS, SUCH AS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECT THE PURCHASER'S LEGAL RIGHTS. THIS SECTION REQUIRES THE PURCHASER TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH THE COMPANY AND LIMITS THE MANNER IN WHICH THE PURCHASER CAN SEEK RELIEF FROM THE COMPANY.

19.1. Binding Arbitration.

Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "**Disputes**") in which either party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, the Purchaser and the Company each (i) waive their respective rights to have any and all Disputes arising from or related to this Agreement resolved in a court and (ii) waive their respective rights to a jury trial. Instead, the Purchaser and the Company agree to arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

19.2. No Class Arbitrations, Class Actions or Representative Actions.

Any Dispute arising out of or related to this Agreement is personal to the Purchaser and the Company and will be resolved solely through individual arbitration 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 person or group of persons. 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.

19.3. Notice; Informal Dispute Resolution.

Each party will notify the other party in writing of any Dispute within thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice to the Company shall be sent by e-mail to info@gamertoken.com. Notice to the Purchaser shall be sent to the address set forth on the signature line to this Agreement or to such other address as may be provided to the Company in writing. If the Purchaser and the Company cannot agree how to resolve the Dispute within thirty (30) days after the date that the notice is received by the applicable party, then either party may, as appropriate and in accordance with this Section 19., make a request for arbitration or, to the extent specifically provided for in Section 19.1., file a claim in court.

19.4. Process.

The seat and venue of the arbitration shall be the Republic of Malta. The arbitration will be conducted confidentially by a single arbitrator appointed by the International Chamber of Commerce in accordance with the rules of the International Chamber of Commerce Rules of Arbitration, which are hereby incorporated by reference.

19.5. Authority of Arbitrator.

The arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable and (ii) the authority to grant any remedy that would otherwise be available in court, provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative or class action, which is prohibited by this Agreement. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

19.6. Severability of Dispute Resolution and Arbitration Provisions.

If any term, clause or provision of this Section 19 is held invalid or unenforceable, it will be so held to the minimum extent applicable and required by law, and all other terms, clauses and provisions of this Section 19 will remain valid and enforceable. Further, the waivers set forth in Section 19.2 above are severable from the other provisions of this Agreement and will remain valid and enforceable, except as prohibited by applicable law.

20. No Joint Venture

Nothing contained in these Terms shall be deemed to constitute either Party a partner, joint venture or employee of the other Party for any purpose. Nothing in these Terms and no action taken by the Parties pursuant to these Terms shall be deemed to constitute either Party the agent of the other Party for any purpose. No Party has, pursuant to these Terms, any authority or power to bind or to contract in the name of the other Party. These Terms do not create any third party beneficiary rights in any person.

21. Conflicts

In the event of any conflict between the terms set out herein and those set out in the White Paper, except and unless these Terms provide otherwise, the terms set out herein shall prevail.

22. Severability

If any provision of these Terms 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.

23. No Waivers

The failure by the Company to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit the Company's right to enforce such provision at a later time. All waivers by the Company must be unequivocal and in writing to be effective.

SCHEDULE A

1. Overview of GAMERTOKEN Network

The Company has created a shared marketplace for buying, selling, renting and designing non-fungible in-game items that operates on the Ethereum blockchain (“**GAMERTOKEN Network**” or “**GamerToken Network**”). GAMERTOKEN, an ERC-20 token sold under the symbol “**GTX**,” is used to purchase non-fungible tokenized in-game items created using the ERC-721 token standard. Traditionally in other game ecosystems game items are fungible, like cosmetic items for characters, and they can be minted an infinite number of times by a game developer making them less unique and their value unpredictable. In GAMERTOKEN Network, game items are tokenized and non-fungible and can be issued in limited quantities which makes them unique and identifiable on the Ethereum blockchain. In GAMERTOKEN Network, it is also possible for developers to deploy smart contracts to games which allow gamers to earn GAMERTOKEN and non-fungible items through in-game actions.

Users manage their in-game assets and GAMERTOKEN with a system generated public and private key pair. The public key is the unique identifier and the address on the Ethereum blockchain. The private key is used to sign transactions that affect the GAMERTOKEN Network state. If a user does not have an Ethereum account, the system’s API offers an account creation workflow to assist with creating one during the onboarding process. If the user already has an Ethereum account, then the user signs up with GAMERTOKEN wallet and provides their public address. Once the user has set up their wallet and agreed to the terms and conditions, they may able to acquire GAMERTOKEN through the Company.

2. GAMERTOKEN Functionality

2.1. Marketplace Transactions

GAMERTOKEN is used inside GAMERTOKEN Network to trade in-game items. GAMERTOKEN received from an item sold or rented will go primarily to the gamer that sold or rented the item. A portion of the sale will be allocated to the game developers or publishers who originally created or licensed the item.

2.2 Community Vote

GAMERTOKEN Network provides a platform for community voting. GAMERTOKEN holders can stake GAMERTOKEN to vote on, for example, which item a developer should develop next. In the future, there may be governance related issues to vote on such as supporting a new game or resolving a dispute within the community.

2.3. Staking to Show Support

GAMERTOKEN can be staked to show interest in a future in-game item or game. This provides valuable information about potential future demand for game developers. The amount of GAMERTOKEN and duration of staking affects the “Tier Level” allocated to such staker. Higher Tier Levels may result in being rewarded rare badges and in-game items.

2.4. Staking to Reduce Fees

GAMERTOKEN can be staked to reduce fees that accrue on transacting in the GAMERTOKEN Network.

THE COMPANY IS SELLING GAMERTOKEN SOLELY TO PROVIDE THE TOKEN UTILITY AVAILABLE AT THE TIME OF SALE, AS DEFINED ABOVE. THE SUPPLY OF IN-GAME ITEMS DEPENDS ON FACTORS OUTSIDE OF COMPANY'S CONTROL, INCLUDING GAMERTOKEN USER ADOPTION, THE ORGANIC COMMUNITY-DRIVEN EXPANSION OF THE GAMERTOKEN NETWORK, AND AT THE EXPENSE OF, OTHER INDIVIDUAL GAMERTOKEN USERS.

3. Initial Use-Only Period and Proof of Use

GAMERTOKEN are non-transferrable and locked until the Launch Date. GAMERTOKEN will remain in the Purchaser's wallet address specified when purchasing GAMERTOKEN until the Launch Date.

Beginning on the Launch Date, GAMERTOKEN will be usable by the Purchaser within the GAMERTOKEN Network for their intended purpose, but cannot be transferred or traded outside of the GAMERTOKEN Network (the "**Initial Transfer Restrictions**") for 90 days following the Launch Date, or such longer period as determined by the Company in its sole and absolute discretion (the "**Initial Use-Only Period**"). After 90 days from the Launch Date, the Company will evaluate the state of the GAMERTOKEN Network's operation and such other factors as it deems relevant and, in consultation with its legal counsel, determine in its sole and absolute discretion whether it is in the best interests of the GAMERTOKEN Network and consistent with applicable laws to extend the Initial Use-Only Period in which the Initial Transfer Restrictions will continue to apply.

The Purchaser acknowledges and understands that there is a risk that the Company may never reach a determination to terminate the Initial Use-Only Period, in which case the GAMERTOKENS will not become eligible for sale, resale, or transfer, other than in connection with their intended purpose within the GAMERTOKEN Network. During the Initial Use-Only Period, purchasers will only be able to transfer GAMERTOKEN within the GAMERTOKEN Network using the wallet address specified by the Purchaser when purchasing GAMERTOKEN.

Notwithstanding the expiration of the Initial Use-Only Period, before the Purchaser can transfer or resell any GAMERTOKEN outside of the GAMERTOKEN Network, the Purchaser must use not less than 50% of its purchased Tokens within the GAMERTOKEN Network (the "**Proof of Use**") to

- (i) buy one or more digital assets, such as rare non-fungible game items, on the GAMERTOKEN Network marketplace; or
- (ii) actively participate as a GAMERTOKEN Network community contributor by staking Tokens for a period of at least six months, in exchange for potential rewards based on level of staking. Specific instructions on how to stake will be provided upon the launch of the GAMERTOKEN Network on mainnet.

The Purchaser can satisfy the Proof of Use requirement also by performing a combination of the above-described activities so long as the Purchaser has collectively spent or staked not less than 50% of its Tokens.

After the Purchaser has satisfied the Proof of Use requirement, so long as the Initial Use-Only Period has been terminated by the Company, the Initial Transfer Restrictions will be lifted for 75% of the Purchaser's remaining GAMERTOKEN. The Initial Transfer Restrictions with respect to the remaining 25% of the Purchaser's GAMERTOKEN will be lifted on the one-year anniversary of the Launch Date. Set forth below are illustrative examples for satisfying the Proof of Use requirement:

Example (a): If Bob uses 50% of the GAMERTOKEN he purchased in the Token sale to purchase in-game items on the GAMERTOKEN Network marketplace, Bob will have satisfied the Proof of Use requirement and 75% of Bob's remaining Tokens will be freely transferable outside of the GAMERTOKEN Network when the transaction that takes him to the 50% threshold has been completed (so long as the Initial Use-Only Period has been terminated by the Company).

Example (b): If Alice does not see any items she is interested in purchasing, she may elect to stake at least 50% of her GAMERTOKEN for not less than six months to become an active community contributor. Alice will have satisfied the Proof of Use requirement on the conclusion of her six month staking period, at which point in time 75% of her Tokens will become freely transferable outside of the GAMERTOKEN Network (so long as the Initial Use-Only Period has been terminated by the Company).

Example (c): If Bob buys items in the marketplace equivalent to 10% of his GAMERTOKEN, and engages in being an active community contributor through staking 40% of his GAMERTOKEN for not less than six months, Bob will have satisfied the Proof of Use requirement on the later of the date six months from the conclusion of his staking and the date on which his marketplace purchase is completed. At that point in time, 75% of Bob's GAMERTOKEN will become freely transferable outside of the GAMERTOKEN Network (so long as the Initial Use-Only Period has been terminated by the Company).

The Company presently intends that all remaining Initial Transfer Restrictions for all purchasers will terminate on the one-year anniversary of the Launch Date. However, notwithstanding the foregoing, on the one-year anniversary of the Launch Date, the Company will evaluate the state of the GAMERTOKEN Network's operation and such other factors as it deems relevant and, in consultation with its legal counsel, determine whether, in its sole and absolute discretion, it is in the best interests of the GAMERTOKEN Network and consistent with applicable laws to lift all remaining Initial Transfer Restrictions (in whole or in part) for all purchasers whether or not each such purchaser has satisfied its Proof of Use requirement. The Purchaser understands and agrees that no assurances can be made that the Initial Transfer Restrictions will be terminated and that the Initial Transfer Restrictions may continue in whole or in part in order to satisfy applicable laws. In addition, the Company, may in its sole and absolute discretion, change the Proof of Use requirements.

Any extensions to the lifting of the Initial Use-Only Period or changes the Proof of Use requirements will be announced by the Company on its website at <https://gamertoken.io/>.

SCHEDULE B

- (a) **Software Weaknesses:** The GAMERTOKEN Network, GAMERTOKEN and the underlying software application (i.e. the underlying blockchain or other) are subject to ongoing development and many aspects remain unproven. There is no warranty or assurance that the process for creating and issuing GAMERTOKEN will be uninterrupted or error-free and there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, *inter alia*, the complete loss of GAMERTOKEN or Ether. Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptographic coins and to the GAMERTOKEN Network. GAMERTOKEN and the GAMERTOKEN Network are based on Ethereum blockchain protocol developed by a third party. As such, any malfunction, unintended function, unexpected functioning of or attack on such protocol may cause the GAMERTOKEN Network or GAMERTOKEN to malfunction or function in an unexpected or unintended manner.
- (b) **Uncertain Regulatory Framework:** The regulatory status of cryptographic coins, 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 or rules that will affect cryptographic tokens, coins, digital assets, blockchain technology and its applications. Such changes could negatively impact GAMERTOKEN in various ways, including, for example, through a determination that the GAMERTOKEN are regulated financial instruments that require registration. As a result, the Company could make a determination that is required or in the best interests of the Company to cease the distribution of GAMERTOKEN or the development of the GAMERTOKEN Network entirely, or that it is required or in the best interests of the Company or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so in that jurisdiction. Blockchain activities, including the GAMERTOKEN Network, could be impacted by a number of regulatory initiatives or developments in multiple jurisdictions including with respect to consumer privacy and protection, data privacy and protection, cyber security, intellectual property rights and protections, and other new categories of laws and regulations. Such regulatory initiatives and developments could significantly impact the functionality of GAMERTOKEN.
- (c) **Government Action:** Because of the regulatory uncertainty described above, blockchain activities, including the activities of the Company and the GAMERTOKEN Network 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 the Company or pursue regulatory or enforcement actions against the Company. Such governmental activities, if they were to occur, might or might not be the result of targeting the Company in particular. All of this could subject the Company to judgments, settlements, fines or penalties or require or cause the Company to restructure its operations and activities, to cease offering certain products or services in one or more jurisdictions or refrain from delivering GAMERTOKEN to certain persons or in certain jurisdictions. If any of the foregoing were to occur, the reputation of the Company and the ability of the Company to continue to develop the

GAMERTOKEN Network could be adversely affected, which in turn, could have a material adverse effect on GAMERTOKEN.

- (d) **Insufficient Interest:** The creation and issue of GAMERTOKEN and the development of the GAMERTOKEN Network may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (for example, caused by competing projects). There is no assurance that, even if the GAMERTOKEN Network is developed as contemplated by the White Paper, the Purchaser will receive any benefits through the GAMERTOKEN received pursuant to these Terms. Aspects of the GAMERTOKEN Network may require third party development support. There is no assurance that those third parties will complete their required work or properly carry out their obligations.
- (e) **Risk Associated With Other Applications:** It is possible that alternative platforms and businesses could be established that utilize the same open source code and protocol underlying the GAMERTOKEN Network. The GAMERTOKEN Network may compete with these alternative platforms and businesses, which could negatively impact the adoption of the GAMERTOKEN Network and the GAMERTOKEN. In addition, the GAMERTOKEN Network may give rise to other, alternative projects, promoted by unaffiliated third parties, under which the GAMERTOKEN will have reduced, or potentially no, intrinsic value. There is a risk that the Company or its representatives, or other third parties may intentionally or unintentionally introduce weaknesses or bugs into the core infrastructural elements of the GAMERTOKEN Network interfering with the use of, or causing the loss of, GAMERTOKEN.
- (f) **Loss of Private Key:** GAMERTOKEN can only be accessed by using a digital wallet with a combination of the Purchaser's account information (address), private key and password. The private key is encrypted with a password. The Purchaser understands and accepts that if the private key or password gets lost or stolen, the GAMERTOKEN associated with the Purchaser's account (address) or password may be unrecoverable and permanently lost. Additionally, any third party that gains access to the Purchaser's private key, including by gaining access to the login credentials relating to the Purchaser's digital wallet, may be able to misappropriate the Purchaser's GAMERTOKEN.
- (g) **Theft:** The smart contract used to generate GAMERTOKEN and the underlying software application (for example, the underlying 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 GAMERTOKEN, adversely impacting the ability to use or develop the GAMERTOKEN Network and derive any usage or functionality from the GAMERTOKEN.
- (h) **GAMERTOKEN/Other Blockchain Mining Attacks:** As with other cryptocurrencies, the blockchain being used for GAMERTOKEN is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present a

risk to the GAMERTOKEN and the GAMERTOKEN Network, expected proper execution and sequencing of GAMERTOKEN transactions, and expected proper execution and sequencing of contract computations.

- (i) **Incompatible Wallet Service:** The wallet or wallet service provider used for the contribution has to be technically compatible with GAMERTOKEN. The failure to assure this may have the result that the Purchaser will not gain access to the delivered GAMERTOKEN.
- (j) **Development Risk:** The timing for issuing GAMERTOKEN and for completing various steps in the implementation of the GAMERTOKEN Network are set forth in the White Paper. However there is no assurance that the Company will meet those target dates. The Purchaser understands that the date on which the Company intends to deliver GAMERTOKEN to the Purchaser could be delayed. The GAMERTOKEN Network operability may be limited at the time of the GAMERTOKEN delivery and not all of the anticipated operational features intended for the GAMERTOKEN Network may be functioning at that time. The GAMERTOKEN Network will still be subject to ongoing development and could undergo significant changes over time. In addition, because the development of the GAMERTOKEN Network may be depended on third parties, the Company may have limited control over future usability of GAMERTOKEN or in assuring the ongoing operation and performance of the GAMERTOKEN Network.
- (k) **Risk of Unfavorable Fluctuation of Currency Value:** If the value of U.S. dollar or Ether fluctuates unfavorably, the Company may not be able to fund development, or may not be able to develop or maintain the GAMERTOKEN Network in the manner that it intended.
- (l) **No Liquidity:** GAMERTOKEN are not intended for investment purposes. GAMERTOKEN holders may not be able to sell, transfer or trade its unused GAMERTOKEN to any other party. There may never be a secondary market for GAMERTOKEN. GAMERTOKEN may be subject to significant transfer restrictions as a result of actions taken by the Company or by government regulators.
- (m) **Money Transmission:** The Company has not determined whether it is a money transmitter (“MT”) or a money services business (“MSB”). If the Company was deemed to be an MT or MSB, it would be subject to significant additional regulation in the United States and in potentially other jurisdictions as well. This could lead to significant changes with respect to the GAMERTOKEN Network, how GAMERTOKEN are structured, how they are purchased and sold, and other issues, and could greatly increase the Company’s costs in creating and facilitating transactions in GAMERTOKEN. It could also lead to termination of GAMERTOKEN. A regulator could take action against the Company if it were to view GAMERTOKEN as violating existing laws. Any of these outcomes could force the Company to cease operations.
- (n) **Risk of Dissolution of the Company:** It is possible that, due to any number of reasons, including an unfavorable fluctuation in the value of Ether, development issues with the GAMERTOKEN Network, the failure of business relationships, or competing intellectual property claims, the GAMERTOKEN Network, or Company may no longer be viable as a business or otherwise and may dissolve or fail to launch.

- (o) **Taxation:** The tax characterization of GAMERTOKEN is uncertain. Purchasers must seek their own tax advice in connection with the acquisition, transfer and use of GAMERTOKEN, which may result in adverse tax consequences, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes and similar taxes, levies, duties or other charges and tax reporting requirements.
- (p) **Unanticipated Risks:** Blockchain and cryptography are new and untested technologies. In addition to the risks discussed in these Terms, there are risks that the Company cannot anticipate. Further risks may materialize as unanticipated combinations or variations of the discussed risks or new risks may emerge.

SCHEDULE C

Laurel Foundry Privacy Notice

Introduction

Welcome to the Laurel Foundry Limited's privacy notice (the "**Notice**").

The Laurel Foundry Limited (C 85340) of 171, Old Bakery Street, Valletta VLT 1455, Malta ("**we**", "**us**", "**our**" or "**Laurel Foundry**"), and its affiliates and subsidiaries, respect your privacy and are committed to protecting your personal data. The Laurel Foundry has launched a project, accessible via <https://gamertoken.io/documents/whitepaper-gamertoken.pdf>, which will involve the issuance of virtual tokens, named GamerToken (the "**Tokens**"), on the market for subscription and purchase by customer and alike from all over the world. In that regard, through its website <https://gamertoken.io> (the "**Site**"), and the issuance platform, Laurel Foundry ensures that all transactions for its Tokens are accurately processed, and carried out in a reliable and secure manner. In that vein, Laurel Foundry provides you, the customer, with a personalized, secure transactional service regarding its Tokens (the "**Services**").

The purpose of this Notice is to set out the basis on which your personal data is processed by us, to inform you about how we will handle and look after your personal data, including in relation to when you visit our website (regardless of where you visit it from), and to tell you about (i) our obligations in regard to processing your personal data responsibly, (ii) your data protection rights as a data subject and (iii) how the law protects you. It should be read in conjunction with our Cookie Policy, which can be accessed via the following link: <https://gamertoken.io/ip-cookie-policy.php>.

We process your data in an appropriate and lawful manner, in accordance with the Data Protection Act (Chapter 440 of the Laws of Malta) (the "**Act**") and the General Data Protection Regulation (Regulation (EU) 2016/679) (the "**GDPR**"), following its application on 25th May 2018.

This Notice is provided in a layered format so you can click through to the specific areas set out below. Alternatively, you can download a pdf version at <https://gamertoken.io/documents/privacypolicy.pdf>. Please also use the Glossary to understand the meaning of some of the terms used in this Notice.

1. Important Information and Who We Are;
2. The Data We Collect About You;
3. How is Your Personal Data Collected;
4. How We Use Your Personal Data;
5. Disclosures of Your Personal Data;
6. No International Transfers;

7. Data Security;
8. Data Retention;
9. Your Legal Rights;
10. Glossary;
11. Google Analytics.

1. Important Information and Who We Are

Purpose of this Notice

This Notice aims to give you information on how the Laurel Foundry, as defined above, collects and processes your personal data (i) when you avail yourself of the Services and subscribe to, or purchase, one or more of its Tokens and furthermore, (ii) through your use of the **Site** (as defined above), including any data you may provide via the Site when you subscribe to our newsletter, mailing list and other marketing content.

Pertinently, neither the Services, nor the Site, are intended for children, and we do not knowingly collect data relating to children.

It is important that you read this Notice, together with any other privacy notice or fair processing notice we may provide on specific occasions when we are collecting or processing personal data about you, so that you are fully aware of how and why we are using your data. This Notice supplements the other notices and is not intended to override them. Moreover, certain processing activities require your express consent to be carried out, as indicated below in this Notice. You are kindly requested to provide your consent, particularly if you wish to benefit from the ancillary services that we offer and provide.

Controller

The Laurel Foundry Limited, as previously defined, is the controller and responsible for your personal data.

We have appointed a data protection officer (“**DPO**”) who is responsible for overseeing questions in relation to this Notice. If you have any questions about this Notice, including any requests to exercise your legal rights as a data subject, please contact the DPO using the details set out below.

You can address any comments, queries or complaints to the DPO, using the details indicated below, with the words ‘**Data Protection Matter**’ in the subject line.

Contact details

Our full details are:

Full name of legal entity: The Laurel Foundry Limited (C 85340)

Name of DPO: Mr. Marcus Szablowsky

Email address: dataprotection@gamertoken.com

Postal address: 171, Old Bakery Street, Valletta VLT 1455, Malta

Contact details: dataprotection@gamertoken.com

You have the right to lodge a complaint at any time to the competent supervisory authority in your jurisdiction on data protection matters. In the case of Malta, this is the Information and Data Protection Commissioner (“IDPC”) (<https://idpc.org.mt/en/Pages/Home.aspx>). We would, however, appreciate the opportunity to deal with your concerns before you approach the supervisory authority, so please contact us in the first instance.

Changes to the Notice and Your Duty to Inform Us of Changes

This version of the Notice was last updated on 5th April 2018. Historic versions can be obtained by contacting us at dataprotection@gamertoken.com.

The data protection laws across the EU, including Malta, will change on 25th May, 2018, due to the application of the GDPR. Although this Notice sets out most of your rights under the GDPR, we may not yet be able to respond to some of your requests until May, 2018 (for example, a request for the transfer of your personal data), as we are still working towards getting our systems ready for some of these changes.

It is imperative that the personal data we hold about you is accurate and current at all times. Otherwise, this will impair the quality of the Services (amongst other potential issues). Please keep us informed if your personal data changes during your relationship with us.

Third-Party Links

The Site may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy notices. When you leave our website, we encourage you to read the privacy notice of every website you visit.

2. The Data We Collect About You

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and disclose different kinds of personal data about you which we have grouped together as follows:

- **Identity Data** includes first name, maiden name, last name, username or similar identifier, marital status, title, nationality, date of birth and gender.
- **Contact Data** includes billing address, email address and telephone or mobile numbers.

- **Compliance Data** includes copy of your identity card or passport.
- **Financial Data** includes your Ethereum wallet address, private key and credit card information.
- **Transaction Data** includes details about payments to and from you with regards to our issued Tokens, whether for fiat or virtual currency, and transaction reports.
- **Technical Data** includes internet protocol (IP) address, your login data (account registration), browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access the Site.
- **Profile Data** includes your username and password, purchases made by you, your interests, preferences, feedback and survey responses.
- **Usage Data** includes information about how you use the Site and Services.
- **Marketing and Communications Data** includes your preferences in receiving marketing from us and our business partners and your communication preferences.

We also collect, use and share **Aggregated Data** such as statistical or demographic data for any purpose. Aggregate may be derived from your personal data but is not considered personal data in law as this data does **not** directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific website feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy notice.

As indicated, we do collect **Special Categories of Personal Data** about you, specifically via the information that we collect in terms of Compliance Data (as described above). The collection and processing of this information is necessary in order for us to be able to conduct our internal Anti-Money Laundering (AML) and Know-Your-Customer (KYC) checks and due diligence.

If You Fail to Provide Personal Data

Where we need to collect personal data by law, or under the terms of a contract with you, or as part of our defined legitimate interests to ensure security and protect against fraud and suspicious transactions, and you fail to provide that data when requested, we may not be able to perform, or otherwise fully perform, the contract which we have or which we are otherwise trying to enter into with you (namely regarding the subscription to, or purchase, of the Tokens or use of the Services). In such a case, we may have to cancel, or otherwise refuse to process, the attempted subscription or purchase of our Token/s, and withdraw the availability of the Services to you. In other instances, such as where you fail or refuse to fulfil our Compliance Data requirements, we will only be able to provide a reduced and restricted service to you.

3. How is Your Personal Data Collected?

We use different methods to collect data from and about you, including through:

- (i) **Direct Interactions:** You may give us your Identity, Contact, Compliance and Financial Data by filling in forms or by corresponding with us by post, phone, e-mail or otherwise.

This includes personal data you provide when you:

- create and register an account with us, via the Site, which is a precondition in order to be able to subscribe to, and purchase, the Tokens;
 - apply, or attempt to apply, for our Tokens;
 - submit the Compliance Data which we request;
 - request marketing to be sent to you;
 - enter a competition, promotion or survey; or
 - give us some feedback.
- (ii) **Automated technologies or interactions.** As you interact with the Site, we may automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, server logs, and other similar technologies.

Please see our cookie policy <https://gamertoken.io/ip-cookie-policy.php> for further details about this.

- (iii) **Third parties or publicly available sources.** We may receive personal data about you from various third parties and public sources as set out below:

- Technical Data from the following parties:
 - a) analytics providers such as Google;
 - b) advertising networks Facebook, Twitter, Instagram and YouTube; and
 - c) search information providers Google.
- Contact, Financial and Transaction Data from technical and platform providers and providers of payment services, such as PayPal and Ayden.
- Identity and Contact Data from publicly available sources, such as company registers.

4. How We Use Your Personal Data

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract we are about to enter into or have entered into with you, namely when you wish to subscribe to or purchase the Tokens or utilise the Services.

- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal or regulatory obligation.

Generally, we do not rely on consent as a legal basis for processing your personal data, other than in relation to sending marketing communications to you, whether via email, text message or otherwise. You have the right to withdraw consent to marketing at any time by [contacting us](#), as indicated below.

Purposes for Which We Will Use Your Personal Data

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so.

We have also identified what our legitimate interests are where appropriate.

Kindly note that we may process your personal data for more than one lawful ground, depending on the specific purpose for which we are using your data. Accordingly, please contact us at dataprotection@gamertoken.com if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below.

| Purpose/Activity | Type of data | Lawful basis for processing including basis of legitimate interest |
|---|--|--|
| To register you as a new user and to create your wallet | (a) Identity (b) Contact (c) Financial | Performance of a contract with you |
| (a) To provide the Services; and (b) To process and execute your Token subscription and purchases, including: - Manage payments, fees, charges and subscription costs; and - Collect and recover money (be it fiat or virtual) owed to us. (c) To prevent and report fraudulent transactions. | (a) Identity (b) Contact (c) Financial (d) Transaction (e) Marketing and Communications. | (a) Performance of a contract with you (b) Necessary to comply with a legal obligation (reporting of fraudulent transactions) (c) Necessary for our legitimate interests (to recover debts due to us and prevent fraudulent transactions). |
| To fulfil our internal compliance requirements and policies, including for the purpose of establishing and serving as proof | (a) Compliance | (a) Necessary for our legitimate interests (in particular, to prevent fraudulent and suspicious transactions). |

| | | |
|---|---|---|
| of your identification. | | |
| <p>To manage our relationship with you, which will include:</p> <p>(a) Notifying you about changes to our terms or this Notice.</p> <p>(b) To resolve any issues which you have reported regarding the Services.</p> <p>(c) Asking you to provide feedback or take part in a survey.</p> | <p>(a) Identity</p> <p>(b) Contact</p> <p>(c) Profile</p> <p>(d) Marketing and Communications.</p> | <p>(a) Performance of a contract with you.</p> <p>(b) Necessary to comply with a legal obligation.</p> <p>(c) Necessary for our legitimate interests (to keep our records updated and to study trends with regards to our Tokens and Services, and to develop our project further).</p> |
| <p>To administer and protect this project and our business, as well as the Site (including troubleshooting, data analysis, testing, system maintenance, support, safety and security testing, reporting and hosting of data)</p> | <p>(a) Identity</p> <p>(b) Contact</p> <p>(c) Technical</p> | <p>(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security and prevention of hacks and other attacks, to prevent fraud and in the context of a business reorganisation or group restructuring exercise)</p> <p>(b) Necessary to comply with a legal obligation.</p> |
| <p>To deliver relevant website content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you.</p> <p>To ensure that Site content is presented in the most effective manner for you and your computer, and in a user friendly manner.</p> | <p>(a) Identity</p> <p>(b) Contact</p> <p>(c) Profile</p> <p>(d) Usage</p> <p>(e) Marketing and Communications</p> <p>(f) Technical</p> | <p>Necessary for our legitimate interests (to study trends regarding subscription and purchase of the Tokens, to develop our project and grow our business and to inform our marketing strategy).</p> |
| <p>To use data analytics to improve our Site, marketing, client and investor relationships and experiences.</p> | <p>(a) Technical</p> <p>(b) Usage</p> | <p>Necessary for our legitimate interests (to define types of clients and investors that subscribe to or purchase the Tokens, to keep our website updated and relevant, to develop our business and to inform our marketing strategy).</p> |

SCHEDULE C

Marketing and Promotional Offers

We strive to provide you with choices regarding certain personal data uses, particularly around marketing, advertising and promotional campaigns and communications.

Through your Identity, Contact, Technical, Usage and Profile Data, we would be able form a view on what we think you may want or need and what may be of interest to you. This would then enable us to determine which products, services and offers may be relevant for you (we call this **marketing**).

You are kindly requested to provide your **express opt-in consent** if you wish to:

[checkbox] receive marketing communications, including subscription to our newsletter, regarding our products and services only as well as information about our events.

[checkbox] receive marketing communications regarding our products, services and events, as well as those pertaining to our business partners, including subscription to both our and our partners' newsletters.

This will be processed as your Marketing and Communications Data and, depending on whether and to what you consent, your Marketing and Communications Data will either be inserted in our appropriate mailing list or not at all (where you do not provide the requested consent).

In either case, these marketing communications will only be sent to you by Laurel Foundry (subject to the provision of your prior, express opt-in consent).

Third-party marketing

We will get your express opt-in consent before we share your personal data with any company for marketing purposes.

Opting Out

You can ask us or third parties to stop sending you marketing communications at any time by contacting us at optout-marketing@gamertoken.com using the words '**Marketing Communications**' in the subject line.

Change of Purpose

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose.

If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please [contact us](mailto:dataprotection@gamertoken.com) at dataprotection@gamertoken.com.

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

5. Disclosures of Your Personal Data

We may have to share your personal data with the parties set out below, strictly for the purposes set out in the table in paragraph 4 above. These include:

- Internal Third Parties as specified in the Glossary;
- External Third Parties as specified in the Glossary;
- Banking Partners;
- I.D. Verification Partners;
- Those partners required to enable the provision of the Services, such as in particular the publisher of a game you access via the GamerToken ecosystem such as Gamigo Group; and
- Third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this Notice.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions. Furthermore, these third parties and process your data on the basis of strict confidentiality and subject to the appropriate security measures and safeguards.

We may also disclose your data if we are under a duty to disclose or share your personal data to comply with any legal obligation, judgment or under an order from a court, tribunal or authority.

We may also disclose your data to enforce our contractual terms with you, or to protect our rights, property or safety, that of our partners or other users of the Site and Services. This includes exchanging information with other companies and organisations for the purposes of fraud protection.

6. No International Transfers

We do not transfer your personal data outside the European Economic Area (**EEA**).

7. Data Security

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors, partners, service providers and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a strict and rigid duty of confidentiality.

Furthermore, we have also put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so, and within the timeframe prescribed at law.

8. Data Retention

How long will you use my personal data for?

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

By and large, retention of most data shall not exceed the period of six (6) years from the date of termination or completion of the Services. This period of retention enables us to use the data for the defense of possible future legal claims (taking into account the applicable prescriptive period at law, plus a slight grace period past the expiry of prescription). In certain cases, we may retain your data for a period which will not exceed ten (10) years from the date of termination or completion of the Services and this will be retained in order for us to comply with applicable accounting and tax laws (this will primarily consist of your Transaction Data).

Data Minimisation

Whenever and to the extent possible, we anonymise the data which we hold about you when it is no longer necessary to identify you from the data which we hold about you.

In some circumstances, we may even anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you.

9. Your Legal Rights

Under certain circumstances, you have rights under data protection laws in relation to your personal data. Please click on the links below to find out more about these rights:

- *Request access to your personal data.*
- *Request correction of your personal data.*
- *Request erasure of your personal data.*
- *Object to processing of your personal data.*
- *Request restriction of processing your personal data.*
- *Request transfer of your personal data.*
- *Right to withdraw consent.*

If you wish to exercise any of the rights set out above, please [contact us](mailto:dataprotection@gamertoken.com) at dataprotection@gamertoken.com

No fee usually required

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

Time limit to respond

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

10. Glossary

LAWFUL BASIS

Legitimate Interest means the interest of our project **GamerToken**, and in conducting and managing this project to ensure that that the Services as well as your Token subscriptions and purchases are processed, executed and provided to you in the best and most secure manner possible. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against

any potential impact on you in respect of specific activities by [contacting us](mailto:dataprotection@gamertoken.com) at dataprotection@gamertoken.com

Performance of Contract means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

Comply with a legal or regulatory obligation means processing your personal data where it is necessary for compliance with a legal or regulatory obligation that we are subject to.

THIRD PARTIES

Internal Third Parties

None

External Third Parties

- Service providers, acting as processors, based Germany who provide IT and system administration services.
- Professional advisers, acting as processors or joint controllers, including lawyers, bankers, auditors and insurers based in Germany, Malta and other EU countries who provide consultancy, banking, legal, insurance and accounting services.
- Commissioner for Inland Revenue (CIR), Financial Intelligence Analysis Unit (FIAU), regulators and other authorities, acting as processors or joint controllers, based in Malta, who require reporting of processing activities in certain circumstances.

YOUR LEGAL RIGHTS

You have the right to:

Request access to your personal data (commonly known as a “data subject access request”). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.

You may send an email to dataprotection@gamertoken.com requesting information of the personal data which we process. You shall receive one copy free of charge via email of the personal data which is undergoing processing. Any further copies of the information processed shall incur a charge of 25€

Right to information when collecting and processing personal data about you from publicly accessible or third-party sources. When this takes place, we will inform you, within a reasonable timeframe, about the third party or publicly accessible source from which we have collected your personal data.

Request correction or rectification of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected or updated, though we may need to verify the accuracy of the new data you provide to us.

Request erasure of your personal data. This enables you to ask us to delete or remove personal data where:

- there is no good reason for us continuing to process it;
- you have successfully exercised your right to object to processing (see below);
- we may have processed your information unlawfully; or
- we are required to erase your personal data to comply with local law.

Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes.

In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

Request restriction of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios:

- if you want us to establish the data's accuracy;
- where our use of the data is unlawful but you do not want us to erase it;
- where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or
- you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

Request the transfer (data portability) of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

Withdraw consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. Withdrawal of consent may, however, affect or impair the possibility of us providing you with the Services. We will advise you if this is the case at the time you withdraw your consent.

11. Google Analytics

So as to improve the quality and overall user experience of the Website, we are using Google Analytics Advertising Features, including Google Tag Manager.

Third party analytics services including Google Analytics are used to help understand use of the website and get statistical data about visitors in order to improve user experience, personalize advertising and measure the efficiency of our advertising campaigns.

If you would like to opt-out of Google Analytics for display advertising, you may do so by using the [Ads Preference Manager](#). In addition, there is also a Google Analytics Opt-Out browser add-on that you can download at <https://tools.google.com/dlpage/gaoptout>.

Conclusion

Any changes that we may make in the future to this Notice will be visibly posted on the Site and, if appropriate, notified to you via email.

If you have any questions regarding our privacy policy, or if you would like to send us your comments, please contact us today or alternatively write to our Data Protection Officer using the details below.

Name: Mr. Marcus Szablowsky

Address: 171, Old Bakery Street, Valletta VLT 1455, Malta

Email: dataprotection@gamertoken.com

Please check back frequently to see any updates or changes to this Policy.
