

DreamTeam Token Sale

Token Sale Agreement

Last Updated: April 12, 2018

This Token Sale Agreement of DreamTeam Token Sale (hereinafter – the or these “**Terms**”) summarizes the principal terms proposed by DreamTeam, where DreamTeam is a trading name of **DREAMTEAM GROUP**, exempted company, incorporated in the Cayman Islands with limited liability, of 2454 Centennial Towers, Suite 205C, West Bay Road, West Bay, Grand Cayman, KY1-1303, Cayman Islands, company # 332172 (hereinafter – the “**Seller**”) regarding the purchase of DreamTeam Tokens (hereinafter – “**DTT**”) which will be issued and transferred by the Seller to You (hereinafter the “**Buyer**” or “**You**”). The Terms are an integral part of DreamTeam Token Sale Terms & Conditions, which shall be incorporated herein by reference. Please read carefully these Terms before purchasing DTT, as they affect Your obligations and legal rights, including, but not limited to, waivers of rights and limitations of liability. If You do not agree with these Terms, You shall not purchase DTT. By purchasing DTT during any sale period set forth herein from the Seller, You agree to be bound by these Terms, and thus Your purchase of DTT is subject to these Terms.

You and the Seller shall each be referred to as a “**Party**” and collectively as the “**Parties**”. Terms capitalized but not defined herein shall take their meaning from capitalized terms in the DreamTeam Tokens Sale Terms and Conditions (available at [token.dreamteam.gg/documents/DreamTeam T&C ENG.pdf](http://token.dreamteam.gg/documents/DreamTeam%20T&C%20ENG.pdf)).

RECITALS

WHEREAS, the Seller is to create an Esports and gaming recruitment and management network, which will initially operate on an Ethereum-based blockchain platform but may subsequently migrate to one or more new platforms on different blockchains, as new options become available on the market (hereinafter – “**Platform**”); and

WHEREAS, the Seller is going to issue its ERC20 digital tokens called DTT being currency for making purchases and payments on the Platform, which the Seller is willing to sell to You during established sale period as described hereunder; and

WHEREAS, You want to purchase DTT pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants, agreements and terms contained herein, the Parties agree as follows:

1. Use of DTT.



You understand, acknowledge and accept that DTT will be used as virtual currency on the Platform. Any person who possesses DTT may use all functions of the Platform, subject to the terms set forth in the DreamTeam Token Sale Terms and Conditions. In 2018, the Seller may exchange some or all DTT at 1=1 ratio for a more convenient platform, such as EOS/Tezos/Waves, etc. or will develop its own protocol in order to do so. It is possible, that DTT will be used as in-service crypto-currency for other websites, platforms, services etc. as their in-service crypto-currency. All DTT operations on the Platform, including but not limited to those between user accounts, are written into a blockchain register with compulsory and automated hash entry into the chain of blocks. Such register is visible to everyone, but information is unchangeable and anonymous. This provides additional transparency and security. The Seller has prepared a Whitepaper (the “**DreamTeam Whitepaper**”), located at [token.dreamteam.gg/documents/DreamTeam Whitepaper ENG.pdf](http://token.dreamteam.gg/documents/DreamTeam%20Whitepaper%20ENG.pdf), to describe matters related to DreamTeam project, included, but not limited to, any technological aspects and software matters solely for information purposes. However, the DreamTeam Whitepaper does not and shall not be construed to constitute a legally binding agreement, contract or understanding between the Parties and is not part of these Terms.

2. Scope of Terms.

You hereunder commit to purchase DTT for Bitcoin (“BTC”) and/or Ethereum (“ETH”) cryptocurrency (ies), and the Seller hereby expressly agrees, subject to the Terms, to sell DTT to You. To purchase DTT, You must transfer payment as set forth herein and provided You meet all obligations required herein or in the DreamTeam Token Sale Terms and Conditions. Once the Seller has received Your payment and after the Sale Period (as defined below) end, the Seller will allocate an amount of DTT, which is equivalent to the amount of Your payment adjusted to the bonuses, discounts and other modifiers applicable, to Your ETH-address. Eligible purchasers meeting the requirements herein and in the DreamTeam Token Sale Terms and Conditions may purchase DTT from the Seller during the First Pre-Sale Period from December 07, 2017 (12:00 PM NYC, 17:00 LDN, 19:00 MSK, 24:00 HKG), to December 10, 2017 (12:00 PM NYC, 17:00 LDN, 19:00 MSK, 24:00 HKG), First Public Sale Period from December 11, 2017 (12:00 PM NYC, 17:00 LDN, 19:00 MSK, 24:00 HKG), to December 14, 2017(12:00 PM NYC, 17:00 LDN, 19:00 MSK, 24:00 HKG), and the Second Pre-Sale Period from April 12, 2018 (12:00 PM NYC, 17:00 LDN, 19:00 MSK, 24:00 HKG) to April 18, 2018 (12:00 PM NYC, 17:00 LDN, 19:00 MSK, 24:00 HKG) and the Second Public Sale Period from April 19, 2018 (12:00 PM NYC, 17:00 LDN, 19:00 MSK, 24:00 HKG) to May 19, 2018 (12:00 PM NYC, 17:00 LDN, 19:00 MSK, 24:00 HKG) (hereinafter collectively – “**Sale Period**”), when Buyers will buy DTT by paying for them in advance. All of the token sales occurring during the Sale Period shall hereinafter collectively be referred to as the “**DreamTeam Token Sale**”. The purchase, sale and use of DTT and relations between the Parties shall be governed hereby as well as by the DreamTeam Token Sale Terms and Conditions. You agree to be solely responsible for any applicable taxes imposed on DTT

purchased hereunder.

3. Acceptance, Purchase Price and Payment.

By buying DTT hereunder, You expressly accept all terms and conditions, described herein, and agree to be bound thereby and comply therewith.

For 1 ETH You will be able to buy 2000 DTT during the First Sale Period and such purchase price is not subject to change within the First Sale Period, provided however that some bonuses in the form of discounted purchase price may be provided. For purchases made during to the First Pre-Sale Period from December 07, 2017 (12:00 PM NYC, 17:00 LDN, 19:00 MSK, 24:00 HKG) to December 10, 2017 (12:00 PM NYC, 17:00 LDN, 19:00 MSK, 24:00 HKG), the Seller will provide a 15(fifteen) % discount off the purchase price which is set by the Seller for one DTT Token. Then, during the First Public Sale Period from December 11, 2017 (12:00 PM NYC, 17:00 LDN, 19:00 MSK, 24:00 HKG), to December 14 , 2017(12:00 PM NYC, 17:00 LDN, 19:00 MSK, 24:00 HKG), the Seller will provide a discount to You as 10 (ten) % off the purchase price during first day and 5 (five) % off the purchase price during second day and 3 (three) % off the purchase price during third day, which cannot be construed as change to the purchase price.

For 1 ETH You will be able to buy 1600 DTT during the Second Sale Period and such purchase price is not subject to change within the Second Sale Period, provided however that some bonuses in the form of discounted purchase price may be provided. For purchases made during to the Second Pre-Sale Period from April 12, 2018 (12:00 PM NYC, 17:00 LDN, 19:00 MSK, 24:00 HKG) to April 18, 2018 (12:00 PM NYC, 17:00 LDN, 19:00 MSK, 24:00 HKG), the Seller will provide a 15 (fifteen) % discount off the purchase price which is set by the Seller for one DTT Token. Then, during the Second Public Sale Period from April 19, 2018 (12:00 PM NYC, 17:00 LDN, 19:00 MSK, 24:00 HKG) to May 19, 2018 (12:00 PM NYC, 17:00 LDN, 19:00 MSK, 24:00 HKG), the Seller will provide a discount to You as 10 (ten) % off the purchase price during the days 1-3, 5 (five) % off the purchase price during the day 4-6 and 3 (three) % off the purchase price during the days 7-9, which cannot be construed as change to the purchase price. All First Sale Period buyers will receive an additional 10% bonus on top of their investment for being early supporters of the esports industry and DreamTeam brand, project or legal entity.

In order to purchase DTT You shall send ETH/BTC in the amount which is equivalent to the amount of DTT You are willing to receive for such payment to the ETH- or BTC-address of the Seller. The Seller has established a minimum transaction amount, which is USD \$50,000 for any Pre-Sale Period and 0.1 ETH for any Public Sale Period from those mentioned above.

4. Other Conditions of DTT Purchase.



The Seller will issue an amount of DTT equivalent to USD \$ 45,000,000. If the Seller does not sell all issued DTT during the Sale Period, the remaining unsold DTT will be destroyed.

During the First Sale Period:

- (i) the maximum cap to raise is USD \$ 6, 000, 000;
- (ii) minimum floor to raise is set at USD \$ 2, 000, 000, provided however, if the Seller fails to sell DTT equivalent to the minimum floor amount within the First Sale Period, all DTT purchased during the First Sale Period paid will neither be issued nor distributed, and the purchase price paid by You will be automatically rejected and return to You.

Assuming the minimum floor amount condition is satisfied, the Seller will distribute DTT for the corresponding payment set forth herein made by You, immediately after DreamTeam Token Sale has elapsed. The final date of the Dream Team Tokens Sale shall be the date that the Second Sale Period ends, provided however there may be minimal delay in the distribution of DTT due to technical issues and/or the completion of regulatory verification and screening. The DTT can be used immediately after distribution for making purchases and payments on the Platform. You hereby understand and agree there are two Token Sale Periods and they are different. In order to receive DTT, You shall possess an ETH-wallet given that the DTT distribution will be carried out using specially deployed token sale smart contracts. To purchase DTT, You shall only send cryptocurrency funds from his/her personal wallet (hardware wallet) in the amount which is corresponding to the amount of the DTT You are willing to receive for such payment. You may be required to manually set Your ETH-wallet to monitor the token sale smart contract to receive DTT after their distribution by the Seller within the blockchain, which shall be made after the Seller's Token Sale ends. BUT YOU ARE PROHIBITED FROM SENDING CRYPTOCURRENCY FUNDS TO PURCHASE DTT FROM ANY CRYPTOCURRENCY EXCHANGES. THE USE OF ANY ONLINE EXCHANGE SERVICES (E.G., KRAKEN, COINBASE, POLONIEX, ETC.), OR USE OF JAXX AND MULTI-SIGNATURE WALLETS WILL AUTOMATICALLY LEAD TO THE LOSS OF ALL ETH/BTC YOU ATTEMPT TO PAY HEREUNDER. Seller does not store or possess any of Your personal wallet codes nor can the Seller access or use wallet on Your behalf. You are also required to register on the website of the Seller as set forth in the DreamTeam Token Sale Terms and Conditions (available at token.dreamteam.gg/documents/DreamTeam_T&C_ENG.pdf) and DreamTeam Privacy Policy (available at token.dreamteam.gg/documents/DreamTeam_Privacy_Policy_ENG.pdf) and to comply with the provisions of such documents. TO THE EXTENT ALLOWABLE PURSUANT TO APPLICABLE LAW OF REGULATION, DTT WILL BE USED AS IN-SERVICE CURRENCY ON THE PLATFORM, AND THUS ANY OTHER USE OF DTT IS A DECISION MADE AT YOUR SOLE RISK AND DISCRETION.

During Second Period the Seller *inter alia* accepts contributions from the US-accredited investors, but such accredited investors are required to undergo the verification process according to the KYC policy and procedure. In case you are US-accredited investor and thus fall under such verification process, all payments for DTT purchase will be displayed in



Your Account in the ETH amounts until such verification process has been completed. In order for ETH to be converted into DTT, you need to successfully pass the verification check through the procedure, described below, which will be performed by the Seller with the probable assistance of third parties' services. Bonuses will be credited after the successful verification complete, and the amount of bonuses will be fixed at the time of the contribution.

The verification has to be passed by the end of the Token Sale, some technical delays are possible. The verification process is intended to take up to 48 hours from the moment the user submits all of his / her necessary documents. The verification cost is absorbed by the Seller. Because of the extra resources required for the implementation of the verification, and irrespective to other provisions hereof, the minimum transaction amount for US-accredited investors during the Second Public Sale Period is 1 ETH, including the account verification cost of USD \$70. For the rest of the world, the minimum transaction amount remains the same – 0.1 ETH, as provided above. For the Second Pre-Sale Period minimum transaction amount remains the same for everyone – USD \$50,000.

All purchased DTT will be reflected in Your account as soon as recorded in the blockchain and distributed within the blockchain as soon as DreamTeam Token Sale is over, provided however that (i) the regulatory screening and verification process may result in a delay AND (ii) it is expected that certain minimal technical run time would be necessary to enable the first-time use of DTT on the platform upon launch. Nothing herein may be construed as selling or delivering DTT before Platform launch or preventing You from Your DTT use on the Platform immediately after distribution. Any delay deliver of DTT to YOU is due to operational delays and may not be construed as the breach hereof or Seller's misconduct.

The proceeds received by Seller from the sale of DTT to You shall only be deemed as proceeds received from sale of software services, as DTT are eventually designated to provide respective e-sports tournament team recruitment, team management and other services to users of the Platform.

5. AML/KYC.

The Seller strictly follows anti-money laundering (AML) and "know your customer" (KYC) policies and procedures. If, at any time, the Seller determines that it must or should comply with applicable law, regulations or guidance for money services businesses operating in the United States or any other jurisdiction, the Seller may be required to file details of account activity to the Financial Crimes Enforcement Network ("FinCEN") from time to time. The Seller may also be required to provide information as required by law to other state or federal agencies in the United States and other jurisdictions including but not limited to reporting suspicious transactions of equivalent of USD \$ 2,000 or more to FinCEN, and maintaining records regarding transactions of equivalent of USD \$ 3,000 or more (the "Recordkeeping Requirements").



The Seller maintains a KYC policy to comply with the Recordkeeping Requirements. The Seller aims to reasonably identify each prospective purchaser of DTT by cross-checking user data against governmental watch lists, including but not limited to the Specifically Designated Nationals and Blocked Persons List maintained by OFAC, as well as third-party identity verification and authentication services. If Your proposed purchase is flagged through the Seller's internal controls, the Seller may require additional proof of identification from You, and the Seller has the right to not permit any purchases by You until You provide additional and verifiable proof of Your identity to the Seller's satisfaction and the Seller, in its sole discretion, approves you as a prospective purchaser.

By agreeing to these Terms, You acknowledge and agree that:

(i) the Seller maintains verification levels that require user participation and verification to obtain, with leveled permissions based on user-supplied information, the Seller's ability to verify it, and the Seller's internal policies;

(ii) You may not be able to achieve Your desired level of verification;

(iii) the Seller reserves the right in its sole discretion, to determine the appropriate verification level for any user, as well as the right to downgrade users without notice;

(iv) the Seller may, from time to time, implement policies restricting verification levels by nationality, country of residence, or any other factor, which may affect Your right to purchase DTT or withdraw DTT in Your Account, and

(v) You shall indemnify us against any losses associated with an inability to purchase or withdraw DTT based on Your verification level;

(vi) the Seller reserves the right to reject Your payment for the purchase of DTT in the event You fail to meet the AML/KYC requirements the Seller requires or fail to meet any other verification and screening procedures, implemented on the Platform; and

(vii) the Seller may cooperate with law enforcement agencies by, among others, taking appropriate measures allowed by law upon any suspicion You are using the DTT or the Platform or have participated in this DreamTeam Token Sale for any criminal purpose, including, money laundering.

To prevent DTT or the Platform from being used for any criminal purpose, including money laundering and/or terrorist financing purposes, the Seller may require You to provide, at a minimum, the following information:

- a. Name;
- b. Photo of Your passport or other identity card to show proof of identity;



- c. Documentation that evidences Your proof of address;
- d. Documentation that evidences Your status of professional and / or accredited investor;
- e. Telephone number; and
- f. E-mail address.

The Seller may request additional information at its sole discretion. Each respective Buyer of DTT agrees to provide documents or information to the satisfaction of Seller or Seller's agent at their respective request, including if published online on the DreamTeam web-resources, to enable Seller to establish reasonable belief that Purchaser is not breaching or violating provisions of the present Agreement, provided however the Parties strictly confirm, that Seller would have entered into this Agreement exclusively with those Buyers who are not and will not evidently and most likely breach, violate or neglect any of the provisions of this Agreement. That means that the Seller may refuse to enter into this Agreement or cancel and revoke this Agreement after its execution in the event the Buyer is not able to meet provisions and requirements hereof as well as establish reasonable Seller's belief that the Buyer shall not make such breaches or violations in future.

6. Refund and Cancellations.

TO THE EXTENT ALLOWABLE PURSUANT TO APPLICABLE LAW OF REGULATION, YOUR PURCHASE OF DTT FROM THE SELLER IS FINAL, AND THUS THERE ARE NO REFUNDS AND/OR CANCELLATIONS. FURTHER, DTT ARE NOT SUBJECT TO THE REDEMPTION PROCEDURE.

7. Purchase Limitations.

BY PURCHASING, HOLDING, OR USING DTT, YOU ACKNOWLEDGE THAT TRANSACTIONS USING CRYPTOCURRENCIES (INCLUDING CRYPTOGRAPHIC TOKENS) ARE INHERENTLY UNSTABLE AND AGREE TO ACCEPT THAT RISK, AND AGREE THAT THE SELLER IS NOT LIABLE FOR ANY LOSS THAT YOU MAY EXPERIENCE, AND FURTHER ACKNOWLEDGE, ACCEPT AND ASSUME THE RISKS DISCUSSED IN SECTION 9 HEREIN AND IN THE DREAMTEAM TOKEN SALE TERMS AND CONDITIONS.

THE DTT ARE INTENDED TO BE MARKETED AND SOLD TO PARTICIPANTS ONLY IN THOSE JURISDICTIONS IN AND TO THOSE PERSONS WHERE AND TO WHOM THEY LAWFULLY MAY BE OFFERED FOR SALE. FOR THE FIRST PRE-SALE PERIOD AND FIRST PUBLIC SALE PERIOD THESE JURISDICTIONS INCLUDE THE FOLLOWING JURISDICTIONS: THE UNITED KINGDOM, FRANCE, GERMANY, HONG KONG AND SINGAPORE, AND OTHER JURISDICTIONS, EXCEPT THE UNITED STATES AND THOSE, DEFINED AS PROHIBITED BELOW HEREIN; FOR THE SECOND SALE PERIOD, THESE JURISDICTIONS INCLUDE: UNITED KINGDOM, FRANCE, GERMANY, HONG KONG AND SINGAPORE AND OTHER JURISDICTIONS, WHICH ARE NOT PROHIBITED BELOW HEREIN ("THE "PERMITTED

JURISDICTIONS”). YOU ARE ONLY PERMITTED TO USE THE WEBSITE AND PLATFORM AND PURCHASE DTT IF YOUR PRIMARY RESIDENCE OR DOMICILE IS IN ONE OF THE PERMITTED JURISDICTIONS.

THE MARKETING, OFFERING AND SALE OF THE DTT IS BEING MADE IN THE PERMITTED JURISDICTIONS ON THE BASIS THAT THE DTT TOKENS DO NOT CONSTITUTE A SECURITY, FINANCIAL INSTRUMENT OR OTHERWISE REGULATED INVESTMENT IN THOSE JURISDICTIONS SUCH THAT THE PROSPECTUS OR OTHER DISCLOSURE REQUIREMENTS AND OTHER INVESTOR SAFEGUARDS THAT WOULD APPLY TO A SECURITIES OFFERING WILL NOT APPLY TO THE ISSUANCE AND SALE OF THE DTT IN THE PERMITTED JURISDICTIONS. IN ADDITION, THE SELLER IS NOT REGULATED IN THE PERMITTED JURISDICTIONS AND IS NOT REQUIRED TO BE REGISTERED WITH, OR LICENSED OR AUTHORIZED BY, RELEVANT AUTHORITIES IN THE PERMITTED JURISDICTIONS.

UNITED STATES CITIZENS AND / OR RESIDENTS OF THE FOLLOWING STATES AND TERRITORIES: UNITED STATES, SOUTH KOREA, JAPAN, PEOPLE’S REPUBLIC OF CHINA, – ARE NOT ELIGIBLE (ARE PROHIBITED) TO PARTICIPATE IN THE FIRST SALE PERIOD OF THE DREAM TEAM TOKEN SALE, EXCEPT FOR ACCREDITED INVESTORS. YOU ARE ONLY ALLOWED TO PURCHASE DTT IF YOU COVENANT, REPRESENT, AND THAT YOU ARE NEITHER A CITIZEN NOR PERMANENT RESIDENT OF THE ABOVEMENTIONED STATES AND YOU DO NOT PRIMARILY RESIDE IN OR TRANSACT FROM THE ABOVEMENTIONED STATES (INCLUDING FOR THE UNITED STATES, PUERTO RICO, THE U.S. VIRGIN ISLANDS), DOES NOT OWN ANY POSSESSIONS OF THE ABOVEMENTIONED STATES.

IF YOU REPRESENT AN ENTITY OF ANY KIND, IN ORDER TO BE ELIGIBLE TO PURCHASE DTT, AND BY BUYING DTT AND/OR SIGNING THESE TERMS, YOU COVENANT, REPRESENT, AND WARRANT THAT NONE OF THE OWNERS OF THE SELLER, OF WHICH YOU ARE AN AUTHORIZED OFFICER, IS A CITIZEN OR PERMANENT RESIDENT OF THE ABOVEMENTIONED STATES, NOR DO SUCH OWNERS HAVE A PRIMARY RESIDENCE OR DOMICILE IN OR MAKES TRANSACTIONS FROM THE ABOVEMENTIONED STATES, INCLUDING MAINTAINING ANY POSSESSIONS OF THE ABOVEMENTIONED STATES.

SELLER IS NOT A STOCK, COMMODITY OR ANY OTHER INVESTMENT INSTRUMENTS EXCHANGE. DTT ARE NOT SECURITIES AND SHALL NOT IN ANY CASE BE CONSIDERED AS SUCH, AND THE OFFER OF DTT HAS NOT BEEN REGISTERED WITH ANY GOVERNMENT ENTITY. DTT DO NOT REPRESENT ANY SHARE, STAKE, DEBT OR SECURITY OR EQUIVALENT RIGHTS, INCLUDING, BUT NOT LIMITED TO, ANY RIGHT TO RECEIVE FUTURE REVENUE OR PROFIT SHARES OR INTELLECTUAL PROPERTY RIGHTS OF THE SELLER OR THE SELLER’S FOUNDERS OR OWNERS, OR ANY VOTING OR GOVERNANCE RIGHTS OR ANY OTHER RIGHT TO INFLUENCE THE DEVELOPMENT OR OPERATION OF THE SELLER, AND DO NOT REPRESENT ANY OWNERSHIP RIGHT OF OR IN THE SELLER. HOLDERS OF DTT ARE ONLY ENTITLED TO A LIMITED RIGHT TO USE THEM IN CONNECTION WITH THE PLATFORM IF IT IS SUCCESSFUL DEVELOPED, LAUNCHED



AND/OR OPERATED IN ACCORDANCE WITH THE DREAMTEAM TOKEN SALE TERMS AND CONDITIONS.

IF YOUR PRIMARY RESIDENCE OR DOMICILE IS NOT IN ONE OF THE PERMITTED JURISDICTIONS, YOU ARE NOT PERMITTED TO PURCHASE DTT DUE TO THE RISK OF CERTAIN REGULATORY AND TAX ISSUES AND THE SELLER RESERVES THE RIGHT TO REFUSE TO SELL DTT TO YOU. SHOULD YOUR RESIDENCE OR ANY OTHER YOUR PERSONAL DATA, WHICH IS ESSENTIAL FOR YOUR STATUS OF ELIGIBLE BUYER HEREUNDER, CHANGE, YOU ARE OBLIGATED TO IMMEDIATELY NOTIFY THE SELLER AND SELLER SHALL RESERVE THE RIGHT TO REFUSE TO SELL DTT TO YOU OR REFUSE ANY PURCHASE OF DTT YOU HAVE MADE THAT HAS NOT BEEN SETTLED IN ACCORDANCE WITH THE DREAMTEAM TOKEN SALE TERMS AND CONDITIONS.

THE SELLER RESERVES THE RIGHT TO CANCEL ANY DTT PURCHASE AT ANY TIME IN THE SELLER'S SOLE DISCRETION AND WITHOUT PRIOR NOTICE AND WITHOUT ANY LIABILITY OR FURTHER OBLIGATION OF ANY KIND WHATSOEVER TO YOU OR ANY OTHER PARTY, IN THE EVENT THE SELLER FINDS SUCH MEASURES REASONABLE AND/OR NECESSARY IN A PARTICULAR SITUATION, INCLUDING, BUT NOT LIMITED TO, UPON SUSPICION OR DETECTION THAT YOU DO NOT PRIMARILY RESIDE OR ARE NOT DOMICILED IN A PERMITTED JURISDICTION OR ARE ENGAGED IN FRAUD.

CERTAIN JURISDICTIONS EXPRESSLY PROHIBIT OR OTHERWISE RESTRICT THE OFFER, SALE AND/OR PURCHASE OF CRYPTOCURRENCIES AND/OR CRYPTOGRAPHIC TOKENS THROUGH AN INITIAL COIN OFFERING, INCLUDING BUT NOT LIMITED TO THE PRC, SOUTH KOREA AND JAPAN. DTT MAY NOT BE MARKETED, OFFERED OR SOLD DIRECTLY OR INDIRECTLY TO ANY RESIDENTS IN THE PRC, SOUTH KOREA OR JAPAN AND NEITHER THESE TERMS NOR ANY ACCOMPANYING DOCUMENTS MAY BE SUPPLIED TO ANY RESIDENTS IN THE PRC, SOUTH KOREA OR JAPAN OR USED IN CONNECTION WITH THE OFFER OR SALE OF DTT TO RESIDENTS IN THE PRC, SOUTH KOREA OR JAPAN. THE INFORMATION CONTAINED IN THESE TERMS AND/OR ANY ACCOMPANYING DOCUMENTS WILL NOT CONSTITUTE AN OFFER TO SELL OR AN INVITATION, ADVERTISEMENT OR SOLICIATION OF AN OFFER TO BUY ANY DTT WITHIN THE PRC, SOUTH KOREA OR JAPAN. FOR THE AVOIDANCE OF DOUBT, THE INFORMATION CONTAINED IN THESE TERMS AND THE DREAMTEAM TOKEN SALE TERMS AND CONDITIONS DO NOT CONSTITUTE AND SHALL NOT BE CONSTRUED TO CONSTITUTE AN OFFER TO SELL OR AN INVITATION, ADVERTISEMENT OR SOLICITATION OF AN OFFER TO BUY DTT WITHIN THE UNITED STATES, SOUTH KOREA, JAPAN, OR PEOPLE'S REPUBLIC OF CHINA.

ANY PERSON (A) IDENTIFIED ON, OR ACTING ON BEHALF OF ANY PERSON IDENTIFIED ON, ANY LIST OF PERSONS SUBJECT TO TRADE OR ECONOMIC SANCTIONS, INCLUDING BUT NOT LIMITED TO THE LIST OF SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS, OR THE CONSOLIDATED SANCTIONS LIST, MAINTAINED BY THE U.S.



TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL, (B) ESTABLISHED IN, RESIDENT IN, OR OTHERWISE OPERATING FROM COUNTRIES OR TERRITORIES SUBJECT TO U.S. ECONOMIC SANCTIONS, INCLUDING CUBA, IRAN, NORTH KOREA, SYRIA, AND THE CRIMEA REGION, AND (C) OTHERWISE SUBJECT TO TRADE OR ECONOMIC SANCTIONS IS FORBIDDEN TO PURCHASE OR USE DTT ON HIS / HER OWN BEHALF OR REPRESENTING ANY THIRD PARTY, AND (D) IS FORBIDDEN TO PURCHASE OR USE DTT ON BEHALF OR REPRESENTING ANY THIRD PARTY WHICH IS SUBJECT TO TRADE OR ECONOMIC SANCTIONS OR FAILING TO MEET REQUIREMENTS OF THIS .

8. Representations and Warranties.

By buying DTT You in addition to the provisions of Section 5.1. of the DreamTeam Token Sale Terms and Conditions, represent and warrant that:

- (a) You have read and understand these Terms, the DreamTeam Token Sale Terms and Conditions (available at https://token.dreamteam.gg/documents/DreamTeam_T&C_ENG.pdf) and the DreamTeam Token Sale Privacy Policy (available at token.dreamteam.gg/documents/DreamTeam_Privacy_Policy_ENG.pdf), as well as the DreamTeam Token Sale Whitepaper (available at token.dreamteam.gg/documents/DreamTeam_Whitepaper_ENG.pdf);
- (b) You are of an age of majority to enter into these Terms, meet all other eligibility and residency requirements, and are fully able and legally competent to enter the terms, conditions, obligations, affirmations, representations and warranties set forth herein and to abide by and comply herewith;
- (c) You will be solely responsible for any applicable taxes imposed on DTT purchased hereunder;
- (d) You are aware that DTT are intended to be used on the Platform only as an in-service cryptocurrency;
- (e) You have an in-depth knowledge and deep understanding of the crypto market, blockchain-based systems and cryptocurrencies;
- (f) You are aware of and knows how to manage all the merits, risks (including those risks described in Section 8 of the DreamTeam Token Sale Terms and Conditoins) and any restrictions associated with crypto market, blockchain-based systems and cryptocurrencies;
- (g) You understand that these Terms are in no way an investment advice or an offer to invest;

- (h) You understand, that the value in the price of a DTT may be defined by a degree of transactions with a specific marketplace or others.
- (i) Seller retains the right to change the Ethereum ERC-20 token standard at its own decision.
- (j) the funds You use to purchase DTT are not the proceeds of any criminal or illegal activity or money laundering activity, each as interpreted in the broadest terms,
- (k) the DTT You purchased will not be used to facilitate any criminal or illegal activity or to perform any money laundering activity.

9. Acknowledgment and Assumption of Risks.

By buying DTT and using the Platform, You in addition to provisions of Section 7 of DreamTeam Token Sale Terms and Conditions, represent, warrant and accept that:

(a) there are certain risks, including, but not limited to, risk of losing access to DTT, risks associated with Ethereum ERC-20 token standard, risk of mining attacks, risk of hacking and security weaknesses, risks associated with the DTT, and the risks described in the DreamTeam Token Sale Terms and Conditions. etc.;

(b) there is no warranty that the Platform or any URLs or links following on it will be uninterrupted or error-free and while there is an inherent risk that the Platform could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of DTT;

(c) the blockchain technology allows or may allow in future new forms of interaction, and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of both Platform and/or smart-contract system and which may, inter alia, result in substantial modifications of both Platform and/or smart-contract system and/or the DTT protocol, including its termination and the loss of DTT for You;

(d) You have been, are, and will be solely responsible for making Your own independent appraisal and investigations into the risks of the purchase of DTT. You represent that You have sufficient knowledge, market sophistication, professional advice and experience to make Your own evaluation of the merits and risks of any purchase, as well as You may be vulnerable to any loss as the consequences of Your actions on the Platform;

(e) the Seller does not give any advice, does not express any official expert opinion and does not give any statistician indicators that are mandatory for use with respect to DTT, and other cryptocurrencies. You make all decisions at Your own risk and discretion. Our Platform does not contain the advice, opinion or mandatory data, which are binding or

warrant the consequences, but, the Platform may contain background information that You may use at Your own risk and discretion.

10. Disclaimer of Warranties and Limitation of Liability.

DTT ARE TO BE PROVIDED ON AN "AS IS" BASIS AND WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. YOU ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO BUYING OF ANY AMOUNT OF DTT AND THEIR USE. YOU HEREBY EXPRESSLY AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, THE SELLER 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, THIS WEBSITE OR THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR CONTENT ON THIS WEBSITE, AS WELL AS FROM PURCHASING OF DTT, REGARDLESS OF THE BASIS, UPON WHICH THE LIABILITY IS CLAIMED AND EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. YOU UNDERSTAND AND AGREE THAT THE SELLER SHALL NOT BE HELD LIABLE TO AND SHALL NOT ACCEPT ANY LIABILITY, OBLIGATION OR RESPONSIBILITY WHATSOEVER FOR ANY CHANGE OF THE VALUE OF DTT. YOU UNDERSTAND AND EXPRESSLY AGREE THAT THE SELLER SHALL NOT GUARANTY IN ANY WAY THAT DTT MIGHT BE SOLD OR TRANSFERRED DURING OR AFTER THE TOKE SALE. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. YOU UNDERSTAND AND AGREE THAT IT IS YOUR OBLIGATION TO ENSURE COMPLIANCE WITH ANY LEGISLATION RELEVANT TO YOUR COUNTRY OF DOMICILE CONCERNING THE PURCHASE OF DTT, AND THAT THE SELLER IS NOT LIABLE LIABILITY FOR YOUR ILLEGAL OR UNAUTHORIZED PURCHASE OF DTT. YOU AGREE TO BE SOLELY RESPONSIBLE FOR ANY APPLICABLE TAXES IMPOSED ON DTT PURCHASED HEREUNDER.

THE ABOVEMENTIONED DISCLAIMERS, WARRANTIES AND LIMITATIONS ARE LISTED IN ADDITION AND WITH NO HARM TO THE DISCLAIMERS, WARRANTIES AND LIMITATIONS, LISTED IN DREAMTEAM TOKEN SALE TERMS AND CONDITIONS.

11. Taxes.

The purchase price that You pay for DTT's is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to Your purchase, exchange and sell of DTT's, including, for example, sales, use, value added, and similar taxes. It is also Your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. You agree that the Seller is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from Your



purchase and sell of DTT's.

12. Jurisdiction and Dispute Resolution.

Please, refer to the Section 14 of the DreamTeam Token Sale Terms and Conditions. PLEASE READ THAT PROVISIONS CAREFULLY BECAUSE IT REQUIRES YOU TO AGREE TO ARBITRATE DISPUTES WITH US AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

13. Confidentiality

You acknowledge and agree that any information or data You have acquired from or about the Seller, included, but not limited to, information or data regarding prices, scope of terms and any other terms, conditions, obligations, affirmations, representations, and warranties set forth herein or delivered prior to the date the Agreement is entered into (hereinafter - the "**Confidential Information**"), was received in confidence. You hereby expressly agree to take all reasonable precautions to protect such information and not to divulge any such information or any information derived therefrom to any third person without the prior written consent of the Seller. The Parties also agree to hold each other Confidential Information confidential for a period of three (3) years following the signing of this Agreement. The Parties agree, that unless required by law, they shall not make each other Confidential Information available in any form to any third party or to use each other Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement. Confidential Information shall also mean all material and information that has or will come into possession or knowledge of the other Party in connection with its performance hereunder and which in the ordinary course of business is considered to be treated confidential. The content of this Agreement, as well as the fact that it has been entered into shall also constitute Confidential Information. Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; (d) is independently developed by the other party; or (e) is required to be disclosed by any judicial or governmental requirement or order (provided that Recipient timely advises the disclosing party of the governmental demand for disclosure). Without the prior consent of the other Party, neither Party shall issue any media release or similar publicity relating to this Agreement. Neither Party shall use the trademarks, trade name or logo of the other Party without having obtained its consent.

14. Miscellaneous.

These Terms (including the DreamTeam Token Sale Terms and Conditions and all documents incorporated herein by reference) constitute the entire agreement between You and the Seller relating to You purchase of DTT during the Sale Period. No provision of these Terms shall be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. If any term, provision, covenant or



restriction of these Terms is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The Seller may assign the Seller's rights and obligations under these Terms. Any notice or other communication given or made under these Terms shall be and may be delivered in electronic form; in case of Seller – to the address token@dreamteam.gg, in case of You – to the address You indicate while registering for an account on the Platform. At any time, the Seller may make changes to these Terms as reasonably required to comply with applicable law or regulation. In cases of changes, the amended Terms will be published on [token.dreamteam.gg/documents/DreamTeam Token Sale Agreement ENG.pdf](https://token.dreamteam.gg/documents/DreamTeam%20Token%20Sale%20Agreement%20ENG.pdf), “Last Updated” date above will be updated as well. The amended Terms will be effective immediately. In no way, the Seller shall be liable for any delay or failure to perform any obligations under these Terms as a result of a cause beyond the Seller's reasonable control. These Terms and purchasing of DTT by You in no way create any exclusive relationship between You and the Seller nor any partnership, joint venture, employment or agency.

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