

## **JTF Token Sale Agreement**

**Last Updated: September 5, 2020**

These Token Sale Agreement of JTF Token Sale (hereinafter - the “Terms”) summarizes the principal terms proposed by Vinekross LLC(hereinafter – the “Seller”, the “Company”) regarding the purchase of JTF Tokens (“JTF”) which will be issued and transferred by the Seller to the Buyer (hereinafter the “Buyer” or “You”). Please read carefully these Terms and agree with it before purchasing JTF Tokens (JTF), as it affects your obligations and legal rights, including, but not limited to, waivers of rights and limitation of liability. If you do not agree with these Terms, you shall not purchase JTF Tokens (JTF). By purchasing JTF Tokens (JTF) during any sale period set forth herein from the Company, you will be bound by these Terms, and thus your purchase of JTF Tokens (JTF) is subject to these Terms. The Buyer and the Seller shall each be referred to as a “Party” and collectively as the “Parties”

### **RECITALS**

WHEREAS, the Seller is going to issue its WAVES based digital tokens called JTF Tokens being the currency for making purchases and payments on the Platform (hereinafter – “JTF Tokens” or “JTF”) which the Seller is willing to sell to the Buyer during established sale period as described hereunder; and

WHEREAS, the Buyer wants to purchase JTF Tokens pursuant to the terms and conditions set forth herein.

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

#### **1. Use of JTF Tokens.**

The Buyer understands and accepts that JTF Tokens will be used as virtual currency on the Platform. A person who has JTF Tokens in possession may use all functions of the Platform.

There is a possibility that JTF will be used as in-service crypto-currency for other websites, platforms, services etc. as their in-service crypto-currency. All JTF operations on the Platform, including but not limited to those between user accounts, are written into the blockchain register with compulsory and automated

hash entry into the chain of blocks. The register is visible to everyone, but information is unchangeable and anonymous. This provides additional transparency and security. The Buyer expressly agrees that JTF Tokens are not securities, are not registered with any government entity as the securities, shall not be considered as such, are not intended to be a commodity or any other kind of financial instrument, do not represent any share, stake or security or equivalent rights, including, but not limited to, any right to receive future revenue shares and intellectual property rights, and do not represent any ownership right.

The Seller has prepared a JTF USE CASES DOCUMENT to describe matters related to Krosscoin, CLIQUE project, included, but not limited to any technological aspects and software matters. HOWEVER, JTF USE CASES DOCUMENT IN NO WAY CONSTITUTES A LEGALLY BINDING AGREEMENT, CONTRACT, DECISION, ETC. BETWEEN THE SELLER AND THE BUYER. IT CAN ALSO BE UPDATED AT ANYTIME.

## **2. Scope of Terms.**

The Buyer hereunder commits to purchase JTF Tokens for BTC and/or Ethereum and/or WAVES cryptocurrency(ies) or NAIRA and the Seller hereby expressly agrees to issue and sell to the Buyer JTF Tokens. In order to do so the Buyer will transfer payment as set forth herein and the Seller will allocate an amount of JTF Tokens which is equivalent to the payment to the WAVES-address of the Buyer once the payment is made by the Buyer/after crowdsale ends. Unless otherwise stated herein, these Terms govern purchase of JTF Tokens by the Buyer from the Seller during the Public Sale Period from 14th of September 2020 (12:00 AM WAT), to 25th of September 2020 (11:30 PM WAT) (hereinafter jointly – “Sale Period”), when Buyers will buy JTF by paying for them in advance. The use of JTF Tokens and relations between the Parties may be governed by any other applicable terms and policies. The Buyer agrees to be solely responsible for any applicable taxes imposed on JTF Tokens purchased hereunder. The Sale Period will be divided into two phases sale periods, provided strict dates and may be updated as the JTF Token Sale campaign takes place; all of those phases shall in total constitute JTF Token Sale.

## **3. Acceptance, Purchase Price and Payment**

By buying JTF Tokens hereunder, the Buyer expressly accepts all terms and conditions, described herein, and agrees to be bound thereby and comply therewith. In order to purchase JTF Tokens, the Buyer shall send ETH/BTC/WAVES/NAIRA in the amount which is equivalent to the amount of JTF Tokens the Buyer is willing to receive for such payment to the ETH - or BTC -or WAVES address of the Seller

## **4. Other Conditions of JTF Tokens Purchase.**

The Seller then will distribute JTF Tokens for the corresponding payment set forth herein made by the Buyer, immediately after the end of the date the whole JTF Token Sale is over, provided, however, there may be some delay due to the technical issues. Thus, the JTF Tokens can be used immediately after distribution is complete for making purchases and payments on the Platform. In order to receive JTF Tokens the Buyer shall have a WAVES-wallet since the token distribution will be carried out manually and distributed to Buyer's WAVES address. To purchase JTF Tokens the Buyer shall only send cryptocurrency or fiat funds from his/her personal wallet in the amount which is equivalent to the amount of the JTF Tokens the Buyer is willing to receive for such payment. The Buyer may be required to manually set his/her WAVES-wallet to watch the token sale smart contract to receive JTF Tokens after their distribution by the Seller within the blockchain, which shall be made after the Seller's Token

Sale ends. The Buyer may purchase JTF Tokens via specific Ethereum client and/or WAVES client or Fiat Payment Processor. BUT IT IS PROHIBITED TO SEND CRYPTOCURRENCY FUNDS TO PURCHASE JTF TOKENS FROM ANY CRYPTOCURRENCY EXCHANGES USE OF ANY ONLINE EXCHANGE SERVICES (E.G., KRAKEN, COINBASE, POLONIEX, ETC.), AS WELL AS USE OF JAXX AND MULTI\_SIGNATURE WALLETS WILL LEAD TO THE LOSS OF ALL JTF PAID HEREUNDER. Seller does not store or get any of Buyer personal wallet codes nor can access or use such wallet's on Buyer's behalf. The Buyer is also required to register on the website of the Seller or designated third-party website as set forth in JTF Privacy Policy and comply with the provisions of such documents. TO THE EXTENT ALLOWABLE PURSUANT TO APPLICABLE LAW OF REGULATION, JTF TOKENS WILL BE USED AS INSERVICE CURRENCY ON THE PLATFORM, AND THUS ANY OTHER USE OF JTF TOKENS IS BY A DECISION AND AT THE SOLE RISK AND DISCRETION OF THE BUYER.

All purchased JTFs will be indicated onto your account on our website or third-party token sale platform as soon as fixed in the blockchain and distributed within the blockchain as soon as JTF Token Sale is over, provided, however, that (i) some screening and verification procedures may cause some delay AND (ii) until the moment of such distribution, the Platform is launched and operational to the volume necessary to use JTF on it. Nothing herein may be construed as selling or delivering JTF before Platform launch or preventing you from your JTF use on the Platform immediately after distribution Any delay in JTF delivery to the Buyer is operational delay only and may not be construed as the breach hereof or Seller's misconduct.

## **5. Exchanges.**

Purchased JTF Tokens may be sold and transferred by the Buyer at any time after Token Sale ends via cryptocurrency exchanges on it's own risk and without any interference of the Company, if JTF Tokens are listed on any of the cryptocurrency exchanges at its sole discretion (WHETHER TO LIST JTF TOKENS ON CRYPTOCURRENCY EXCHANGES OR NOT IS SOLELY AT THE DISCRETION OF CRYPTOCURRENCY EXCHANGES).

## **6. AML/KYC.**

JTF is committed to implementing and maintaining the highest standards of Know Your Customer (KYC) and Anti Money Laundering (AML) compliance and requires management and employees to adhere to these standards to prevent abuse of JTF Services for money laundering and terrorist financing purposes. JTF retains the right to reject your payment for JTF in case you fail to meet the AML/KYC requirements or successfully pass other verification and screening procedures, implemented on the Platform.

In pursuing its commitment to assist in the detection, prevention, and reporting of money laundering activities, JTF shall: (i) implement a risk-based approach to assessing and implementing AML and KYC procedures.

(ii) know its customers by obtaining satisfactory evidence of their identity and having effective procedures to verify the authenticity of the information furnished by new customers.

(iii) ensure that its business is conducted in conformity with high ethical standards, that laws and regulations are adhered to, and that service is not provided where there is a good reason to believe that transactions are associated with money laundering activities.

(iv) cooperate fully with law enforcement agencies by, among others, taking appropriate measures allowed by law if there are reasonable grounds for suspecting money laundering

(v) adopt policies consistent with the principles set out in this policy, and ensure that its staff, wherever located, are informed of these policies and adequately trained in matters covered herein.

## **7. Refund and Cancellations.**

TO THE EXTENT ALLOWABLE PURSUANT TO APPLICABLE LAW OF REGULATION, THE PURCHASE OF JTF TOKENS BY THE BUYER FROM THE SELLER IS FINAL, AND THUS THERE ARE NO REFUNDS AND/OR CANCELLATIONS. JTF TOKENS ARE NOT SUBJECT TO THE REDEMPTION PROCEDURE EITHER.

## **8. Purchase Limitations.**

UNITED STATES CITIZENS AND/OR RESIDENTS OF THE FOLLOWING STATES AND TERRITORIES: UNITED STATES, CANADA, SOUTH KOREA, JAPAN, IRAN, SYRIA, PEOPLE'S REPUBLIC OF CHINA, CUBA, DEMOCRATIC PEOPLE'S REPUBLIC OF KOREA, ABU DHABI, THE CRIMEA REGION OF UKRAINE, – ARE NOT

ELIGIBLE TO PARTICIPATE IN THE SALE PERIOD OF THE JTF TOKEN SALE. THE BUYER IS ONLY ALLOWED TO PURCHASE JTF TOKENS IF AND BY BUYING JTF TOKENS AND/OR SIGNING THESE TERMS HE/SHE COVENANTS, REPRESENTS AND WARRANTS THAT HE/SHE IS NEITHER A CITIZEN OR PERMANENT RESIDENT OF THE ABOVEMENTIONED STATES NOR DOES HE/SHE HAS A PRIMARY RESIDENCE OR DOMICILE

IN OR MAKES HIS/HER TRANSACTIONS FROM THE ABOVEMENTIONED STATES (INCLUDING FOR UNITED STATES, PUERTO RICO, THE U.S. VIRGIN ISLANDS), AND ANY POSSESSIONS OF THE ABOVEMENTIONED STATES. IN ORDER TO BUY JTF TOKENS AND BY BUYING JTF TOKENS AND/OR SIGNING THESE TERMS, THE BUYER COVENANTS, REPRESENTS, AND WARRANTS THAT NONE OF THE OWNERS OF THE COMPANY, OF WHICH HE/SHE IS AN AUTHORIZED OFFICER, IS CITIZEN OR PERMANENT RESIDENT OF THE ABOVEMENTIONED STATES, NOR DOES HE/SHE HAVE A PRIMARY RESIDENCE OR DOMICILE IN OR MAKES TRANSACTIONS FROM THE ABOVEMENTIONED STATES, INCLUDING ANY POSSESSIONS OF THE ABOVEMENTIONED STATES. SHOULD THIS CHANGE AT ANY TIME, HE/SHE SHALL



IMMEDIATELY NOTIFY THE SELLER. THE SELLER SHALL RESERVE THE RIGHT TO REFUSE SELLING JTF TOKENS TO ANYONE WHO DOES NOT MEET CRITERIA NECESSARY FOR JTF TOKENS BUYING, AS SET OUT HEREUNDER AND BY THE APPLICABLE LAW. IN PARTICULAR, THE SELLER MAY REFUSE SELLING JTF TOKENS TO CITIZENS, PERMANENT RESIDENTS OF THE ABOVEMENTIONED STATES AND TERRITORIES AND THOSE USERS WHO DO NOT MEET ANY OTHER CRITERIA SPECIFIED HEREIN.

ANY PERSON, MENTIONED IN APPROPRIATE DENIED PERSONS OR ANY OTHER SANCTION LIST, IS FORBIDDEN TO PURCHASE OR USE JTF TOKENS ON HIS / HER OWN BEHALF OR REPRESENTING ANY THIRD PARTY.

IT IS ALSO FORBIDDEN TO PURCHASE JTF TOKENS USING FUNDS CAME FROM ILLEGAL OR UNETHICAL SOURCES OR RECEIVED IN RESULT OF MONEY LAUNDRY. AND BY BUYING JTF TOKENS HEREUNDER, THE BUYER REPRESENTS AND WARRANTS THAT HIS/HER FUNDS IN NO WAY CAME FROM ILLEGAL OR UNETHICAL SOURCES, THAT THE BUYER IS NOT USING ANY PROCEEDS OF CRIMINAL OR ILLEGAL ACTIVITY OR MONEY LAUNDRY, AND THAT NO TRANSACTION INVOLVING JTF TOKENS ARE BEING USED TO FACILITATE ANY CRIMINAL OR ILLEGAL ACTIVITY OR PERFORM MONEY LAUNDRY.

## **9. Representations and Warranties.**

By buying JTF Tokens and, the Buyer represents and warrants that:

- (a) he/she has read and understood these Terms, JTF Privacy Policy, well as JTF Whitepaper.
- (b) he/she is 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) he/she will be solely responsible for any applicable taxes imposed on JTF

Tokens purchased hereunder;

(d) he/she is aware that JTF Tokens are intended to be used on the Platform only as an in-service cryptocurrency;

(e) he/she has in-depth knowledge and deep understanding of the crypto market, blockchain-based systems and cryptocurrencies; (f) he/she is aware of and knows how to manage all the merits, risks and any restrictions associated with crypto market, blockchain-based systems and cryptocurrencies;

(g) he/she understands that these Terms are in no way an investment advice or an offer to invest;

(h) he/she understands, that the value in the price of a JTF 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 or change to a new WAVES based or any other Blockchain Vinekross Project chooses at its own decision, but will make room for swap to the newly created token

## **10. Acknowledgment and Assumption of Risks.**

By buying JTF Tokens and using the Platform, the Buyer represents/warrants and accepts that:

(a) there are certain risks, including, but not limited to, risk of losing access to JTF, risks associated with the JTF protocol, risk of mining attacks, risk of hacking and security weaknesses, risks associated with markets for JTF, etc.;

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

(c) that 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 JTF Tokens protocol, including its termination and the loss of JTF Tokens for the User;

(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 JTF. 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) JTF 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 JTF, 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.

## **11. Disclaimer of Warranties and Limitation of Liability**

JTF TOKENS 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 JTF TOKENS AND THEIR USE. THE BUYER HEREBY EXPRESSLY AGREES 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 JTF TOKENS, 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. THE BUYER UNDERSTANDS AND AGREES 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 JTF TOKENS. THE BUYER UNDERSTANDS AND EXPRESSLY AGREES THAT THE SELLER SHALL NOT GUARANTY IN ANY WAY THAT JTF TOKENS MIGHT BE SOLD OR TRANSFERRED DURING OR AFTER THE TOKEN SALE. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO THE BUYER, THE LIMITATIONS WILL APPLY TO THE BUYER ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. THE BUYER UNDERSTANDS AND AGREES THAT IT IS HIS/HER OBLIGATION TO ENSURE COMPLIANCE WITH ANY LEGISLATION RELEVANT TO HIS/HER COUNTRY OF DOMICILE CONCERNING PURCHASING OF JTF TOKENS, AND THAT THE SELLER SHOULD NOT ACCEPT ANY LIABILITY FOR ANY ILLEGAL OR UNAUTHORIZED PURCHASING OF JTF TOKENS. THE BUYER AGREES TO BE SOLELY RESPONSIBLE FOR ANY APPLICABLE TAXES

IMPOSED ON JTF TOKENS PURCHASED HEREUNDER.

**12. Taxes.**

The purchase price that you pay for JTF's is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase, exchange and sell of JTF'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 JTF is not responsible for withholding, collecting, reporting, or remitting any sales, use, value-added, or similar tax arising from your purchase and sell of JTF.

### **13. Jurisdiction and Dispute Resolution.**

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH US AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF. All questions concerning the construction, validity, enforcement, and interpretation of these Terms shall be governed by and construed and enforced in accordance with the laws of The Island of Nevis. JTF project is registered as Vinekross LLC in Nevis # L18958. Any disputes and disagreements arising from the JTF Token Sale Agreement will be settled by negotiations between the Parties. If the Parties fail to reach an agreement, the disputes shall be settled in accordance with the legislation of the defendant's principal place of business and location.

If any provision of the JTF Token Sale Agreement is held by any court of competent jurisdiction to be illegal, null or void, all the remaining provisions of the JTF Token Sale Agreement shall remain in full force and effect.

### **14. Miscellaneous.**

These Terms constitute the entire agreement between the Buyer and the Seller relating to the Buyer's purchase of JTF Tokens from the Buyer 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 is given or made under these Terms shall be and may be delivered in electronic form; in case of Buyer – to the address he/she indicates while registering on the Platform. At any time, the Seller may make changes to these Terms as reasonably required to comply with applicable law or regulation. 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 JTF Tokens by the Buyer in no way create any exclusive

relationship between the Buyer and the Seller nor any partnership, joint venture, employment or agency.