

Simple Agreement for Future Tokens for the Private Round

This Simple Agreement for Future Tokens, hereinafter referred to as “the Agreement”, outlines the terms governing the private round, by Playnity OÜ, of tokens created on the Terra Chain and the Binance Smart Chain titled PLY.

Playnity OÜ is a limited liability company incorporated in the Republic of Estonia, with its principal place of business at Lõõtsa tn 5 11415, Tallinn, Estonia, hereinafter referred to as “the Company”.

This Agreement is concluded between the Company and the person or the company purchasing PLY’s utility tokens, hereinafter referred to as “the Purchaser”.

Please carefully read the following terms of the Agreement before purchasing PLY’s utility tokens. Purchase of PLY’s utility tokens is governed by these terms. The Agreement regulates rights and obligations imposed on the Purchaser and the Company, and stipulate the relationship between the Purchaser and the Company. In order to purchase PLY’s utility tokens, you must fully accept these terms and you acknowledge that you have read and understand and agree to all of these terms. If the Purchaser do not agree with the provisions contained in this Agreement, the Purchaser must not purchase PLY’s utility tokens.

This Agreement respect Privacy Policy and other appropriate law regulations, including Money Laundering and Terrorist Financing Prevention Act. In case of Know Your Customer Policy might be applied to the Agreement, the Purchaser must accept and fulfil all law requirements in this respect and is obliged to provide all needed data for identification purposes before entering into a transaction with the Company.

Additionally, we strongly advise the Purchaser to consider the PLY’s utility token’s White Paper, which is a legally non-binding document, however outlines the general nature and functionality of the Company’s activity.

PLY’s utility tokens shall be used to provide access to a system or provide a right to use or buy a product or service of the Company. The detailed description and portfolio of the services and products offered by the Company will be available after lunching the Company to the market and may vary depending on time and circumstances.

Important notice:

Purchasing and trading of virtual assets involves significant risk. Prices can and do fluctuate on any given day. Due to such price fluctuations, the value of virtual assets may increase or lose at any given moment. The virtual assets may be subject to large swings in value and may even become worthless. There is an inherent risk that losses will occur as a result of buying, selling or trading anything on a virtual market. The value of the virtual assets may be influenced by various unpredictable factors, such as, but not limited to: loss of confidence in virtual currencies, changes in the global economy caused by an unprecedented pandemic, decisions made by policy-makers, political statements, development of new information technologies, hacker attacks. There may be additional risks that have been not foreseen or identified in the Agreement Please carefully assess whether your financial situation and tolerance for risk is suitable for these type of transactions.

1. General terms

- a) The Purchaser confirm that got familiar with the legally non-binding PLY's White Paper.
- b) The Purchaser confirm that is aware of the possible risks that may arise from the Purchaser participation in the private round.
- c) The Purchaser acknowledge that the PLY's White Paper is legally non-binding document. The Purchaser acknowledge and understood that the PLY's White Paper is of purely descriptive character and informative nature. PLY's White Paper does not establish or impose any rights and/or obligations on the Purchaser, the Company, or any third party.
- d) The Purchaser acknowledge that PLY's utility tokens:
 - i. are not a commodity,
 - ii. are not a security,
 - iii. are not registered with any competent authority as a security,
 - iv. are not any type of financial instrument,
 - v. do not represent any ownership right in the Company,
 - vi. do not represent any claim, including but not limited to claims to revenue and intellectual property rights.
- e) The Purchaser acknowledge that in order to be able to purchase PLY's utility tokens the Purchaser:
 - i. must be 18 years of age or older;
 - ii. must be of the age of majority in the Purchaser jurisdiction and place of residence;
 - iii. must be a citizen, resident and are situated in a jurisdiction which permits engaging in activities related to cryptocurrencies and the sale and purchase of utility tokens.

- f) The Company makes no representation as to the profits, revenues, forecasted financial performance and stability of the PLY's utility tokens.
- g) The Purchaser are aware of the volatile nature of the cryptocurrency and utility token market and the Purchaser agree that this Agreement is in no way an offer to invest, an investment advice or investment guidance.
- h) The Purchaser acknowledge that there are certain risks associated with purchasing and transacting in utility tokens in general, and in PLY's utility tokens in particular, including but not limited to risk of value fluctuation, risk of losing access to tokens due to loss of passwords or keys, risk of computer-based attacks and security vulnerability exploits, and that the Purchaser assume any and all such risks.
- i) Due to the fact that token is considered as an object which price is dependent on fluctuations in the financial market which is not under the control of the Company, the Purchaser is not entitled to 14 day right of withdrawal in accordance with Law of Obligations of Republic of Estonia

2. Applicable law

- a) The governing law of this Agreement shall be the law of the Republic of Estonia.
- b) In the case of any disputes or claims arising from this Agreement between the Company and the Purchaser, such disputes shall be resolved through negotiation.
- c) If it is not possible to resolve the dispute arising between the Company and the Purchaser through negotiation the Harju County Court shall have exclusive jurisdiction to adjudicate on such disputes.

3. Anti-money laundering related clauses

- a) Each party to this Agreement hereby agrees to abide by and comply with all relevant anti-money laundering laws and regulations.
- b) The Purchaser confirm that the funds used for purchasing of the PLY's utility tokens are not directly or indirectly connected to any illegal activity.
- c) The Purchaser confirm that no transaction conducted by The Purchaser and involving PLY's utility tokens shall be used to facilitate any criminal or illegal activity, including but not limited to money laundering and terrorism financing.
- d) The Purchaser agree to hold the Company harmless of any investigation or proceedings related to the source or nature of the funds used by The Purchaser to purchase PLY's utility tokens.
- e) The Company reserves the right to refuse to accept or facilitate transactions with any person established in, resident in or operating from a country or territory subject to sanctions lists, including but not limited to sanctions lists compiled by the United Nations, the European Union and the United Kingdom Treasury.
- f) The Company reserves the right to refuse to accept or facilitate transaction with any person suspected or convicted of terrorism-related activity, terrorism financing or money laundering.
- g) The Company reserves the right to undertake or conduct any Know Your Customer measures or procedures required by applicable law, including but not limited to

identification of customers, determination of source of funds and monitoring of transactions conducted using PLY’s utility tokens. The Purchaser agree to cooperate with the Company in its conducting of Know Your Customer Principles.

4. Terms governing the private round and purchase of PLY utility tokens

- a) The Company shall conduct a private round of the PLY’s utility token based on this Agreement before selling PLY’s utility tokens to the public.
- b) The Company aims to sell 15 000 000 PLY’s utility tokens, comprising 10% of the total PLY’s utility token supply, during the private round.
- c) The Purchaser shall acquire PLY’s utility tokens through the built-in interface on the Company’s website during the rounds of private pre-sale, public pre-sale instructions on purchasing the tokens shall be published by the Company.
- d) Upon acquiring PLY’s utility tokens during the private round, The Purchaser acquired tokens shall be locked and will be vested based on the private round conditions described below. The token lockup period shall be based on the vesting schedule below and PLY’s utility tokens sold in the private round. Purchase and delivery of the tokens shall be based on the Agreement. Initial PLY’s token price during the private round shall be equal to USD 0,06 per token.

Private round

Initial token price (USD)	Unlocked tokens	Vesting Schedule	Tokens time lockup (months)	Availability of tokens
0.06	1 500 000	10%	0	1 500 000
0.06	3 000 000	20%	1	3 000 000
0.06	4 500 000	30%	2	4 500 000
0.06	6 000 000	40%	3	6 000 000
0.06	7 500 000	50%	4	7 500 000
0.06	9 000 000	60%	5	9 000 000
0.06	10 500 000	70%	6	10 500 000
0.06	12 000 000	80%	7	12 000 000
0.06	13 500 000	90%	8	13 500 000
0.06	15 000 000	100%	9	15 000 000

- e) 10 % of PLY’s utility tokens acquired by the Purchaser shall be deposited to the wallet associated with the Purchaser at token generation event and the rest of PLY’s utility tokens acquired by the Purchaser linearly over a 9-month period.

5. Charges and taxation

- a) The Purchaser shall be responsible for all taxes, fees, charges, excise, duties, customs, tariffs, and any other similar taxes or charges of any kind imposed by any governmental authority or quasi-governmental authority arising from purchasing of and transacting in PLY’s utility tokens. The Company shall bear no responsibility over the Purchaser compliance with applicable tax regulations.

6. Limitations on purchasing

- a) PLY's utility tokens are not intended to be marketed or sold in any jurisdiction where they legally may not be marketed or offered for sale.
- b) The Purchaser confirm that the Purchaser are not a citizen or resident of the United States of America, Puerto Rico, the U.S. Virgin Islands or any other possession of the United States, the People's Republic of China, Cuba, Iran, North Korea, Syria.
- c) The Purchaser confirm that the Purchaser are not a citizen or resident of any country, state or territory where it is prohibited to purchase, hold or own cryptocurrency, virtual money, security tokens or utility tokens.
- d) The Purchaser confirm that the Purchaser are not a citizen or resident of any country, state or territory where offering of utility tokens is considered offering of securities under applicable law.

7. Termination

- a) The Company reserves the right to terminate this Agreement, in its sole discretion, in the event that the Purchaser breaches this Agreement.

8. Indemnification

- a) The Purchaser agree to indemnify and hold the Company, its parents, affiliates, subsidiaries, partners, offices, staff, licensors and agents harmless from any claim or demand arising from The Purchaser:
 - i. participation using of PLY's utility tokens;
 - ii. violation of any right of a third party.

9. Limitation of liability

- a) To the maximum extent permitted by applicable law, in no event shall the Company or its parents, affiliates, subsidiaries, partners, offices, staff, licensors and agents be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) however caused and on any legal or equitable theory of liability, and whether or not for breach of contract, negligence or otherwise, even if the Purchaser has been advised of the possibility of such damages. These limitations will apply notwithstanding any breach of condition(s) or fundamental term(s) or for a fundamental breach(s).
- b) To the maximum extent permitted by applicable law, the Purchaser assumes all responsibility and risks with respect to the purchase and use of PLY's utility tokens.
- c) The Purchaser agrees to be solely responsible for the Purchaser compliance with any legislation relevant to the Purchaser country of residence concerning the purchasing and use of PLY's utility tokens.
- d) To the greatest extent allowed by applicable law, the Company assumes no liability or responsibility for the change of the value of the PLY's utility tokens.

10. Amendments to this Agreement

- a) The Company reserves the right to unilaterally modify or replace this Agreement at any time. The changes shall be reflected in the Agreement available on the Company's website. The Purchaser agree to be bound by the revised terms.

11. Severability

- a) Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

12. No Waivers.

- a) No waiver of any provision of this Agreement will be valid unless in writing and signed by the person against whom such waiver is sought to be enforced, nor will failure to enforce any right hereunder constitute a continuing waiver of the same or a waiver of any other right hereunder.