

ITU TOKENS SALE AGREEMENT

Last updated: 18.07.2018

ITU TOKENS SALE AGREEMENT

1. This Token Sale agreement (hereinafter referred to as “Agreement” or “TSA”) forms a legally binding contract between You (hereinafter referred to as Purchaser or Client) and **iTrue Limited**, a company incorporated in Hong Kong (registered address Unit 1503, 15/F, No. 69 Jervois Street, Sheung Wan, Hong Kong (hereinafter referred to as “Company,” “iTrue”, “we,” “us”)) and sets forth general rules and procedures for the iTrue (ITU) Tokens Sale, established by the Company in terms of token acquisition by the Purchaser. This Agreement is an inalienable part of General Terms & Conditions of ITU Tokens Sale and shall be carefully read, understood and irrevocably accepted by the Purchaser. Cases not regulated directly by this Agreement (including but not limited to intellectual property rights, dispute resolution etc.), shall be guided by the iTrue General Terms & Conditions of ITU Tokens Sale.

2. THIS AGREEMENT CERTIFIES THAT by clicking the button “I agree” on the Website and making a payment in ETH (Ethereum), BTC (Bitcoin), LTC (Litecoin) equal to 0.01 USD/ITU Token during the Token Sale period (hereinafter referred to as “Payment Date” or “Payment period”), **iTrue Limited** shall deliver a digital cryptographic token (hereinafter referred to as “ITU Token”) upon the conduct of the Company’s Token Sale, subject to the iTrue General Terms & Conditions of ITU Token Sale (hereinafter referred to as “Terms”) and the provisions set forth below.

3. The definitions set forth herein shall be interpreted as described in the Terms.

4. ITU Token Sale shall be divided into three stages: Private Sale, Pre-ICO and ICO.

Private Sale will be held from 30th July to 22th August. Pre-ICO will be held from 3rd September to 30th September. And ICO will be held from 15th October to 16th December (ICO), or until 40 000 000 USD are gathered by the Company. ICO is divided into 2 parts: Part 1, which will be held from 15th October to 4th November and Part 2, which will be held from 19th November to 16th December. During mentioned above periods of time, the Company shall deliver to the Purchaser a number of ITU Tokens equal to the Purchase Amount paid to the Company by Purchasers in the Token Sale (according to the procedures referenced in iTrue General Terms & Conditions of ITU Tokens Sale and this Agreement).

5. The following bonus system will run during the Token Sale period:

- additional 50 % of ITU Tokens if the purchase was made during Private Sale;
- additional 40% of ITU Tokens if the purchase was made during PRE-ICO;

5.1. The following bonus system will run during the ICO Part 1:

- additional 30% of ITU Tokens if the purchase was made during first day of ICO Part 1;
- additional 20% of ITU Tokens if the purchase was made during days 2-7 of ICO Part 1;

- additional 15% of ITU Tokens if the purchase was made during days 8-21 of ICO Part 1;

5.2. The following bonus system will run during the ICO Part 2:

- additional 15% of ITU Tokens if the purchase was made during first day of ICO Part 2;
- additional 10% of ITU Tokens if the purchase was made during days 2-14 of ICO Part 2;
- additional 5% of ITU Tokens if the purchase was made during days 15-28 of ICO Part 2;

6. ITU Tokens are available to Purchasers who are eligible to sign this Agreement as per article 3 of the Terms and article 25 of this Agreement during a limited period of ITU Token Sale, specified in the Appendix A of the Terms, as well as in the article 4 of this Agreement.

7. iTrue's announcement of the Token Sale made on the website in favor of potential Purchasers (hereinafter referred to as Potential iTrue Token Purchasers) is considered a legally binding offer of iTrue to sell ITU Tokens (hereinafter referred to as the "Offer").

8. The Offer shall be available on the Website via a specific form only. Other offers concerning ITU Tokens Sale presented on websites and Internet resources, different from the iTrue website, shall be considered null and void and shall put no obligations upon iTrue.

9. The number of ITU Tokens offered for sale is limited and specified in the Appendix A of the Terms.

10. Legally binding acceptance of the Offer shall enter in force when the Purchaser clicks the "I agree" button on the Website and sends the payment in ETH (Ethereum), BTC (Bitcoin), LTC (Litecoin) equal to 0.01 USD to the Tokens smart contract address, specified on the official iTrue Website. Doing so the Purchaser confirms to have fully read, understood and irrevocably accepted this ITU Token Sale agreement. From this moment on the Offer shall be considered formally accepted by the respective Purchaser.

11. Offer Acceptance shall be deemed irrevocable.

12. The price of one ITU Token is equal to USD 0.01 according to the cost of ETH, BTC, LTC to the date of purchase. Conversion rules are specified in Section 7 of the Appendix A of the Terms. Minimum investment amount is equal to USD 100,00. Maximum investment amount is equal to USD 100.000.00 (during the first 7 days → Pre-ICO and ICO Part 1). Starting from day 8, the maximum investment amount becomes unlimited. The minimum and maximum investments amounts can be changed on Company's sole discretion. The acquisition of ITU Tokens can be done in ETH (Ethereum), BTC (Bitcoin), LTC (Litecoin) only.

13. To purchase ITU Tokens the Purchaser shall send cryptocurrency payment from their personal wallet (hardware wallet) in the amount equivalent to the amount of the ITU Tokens the Purchaser is willing to obtain. It is prohibited to send cryptocurrency funds from any cryptocurrency exchangers.

14. The Purchaser shall not send funds to purchase ITU Tokens until ITU Tokens Sale period is officially announced. The Purchaser shall not send funds to purchase ITU Tokens once the respective ITU Tokens Sale period is over.

15 Tokens shall be sent to the Purchaser's personal cryptocurrency wallet automatically after the purchase. Tokens shall be put on hold until the ICO is finished, or until Hard Cap is reached.

16. To the extent allowable pursuant to the Applicable Law, the purchase of the ITU Tokens by the Purchaser is final and foresees no refunds and/or annulment.

17. Ownership rights for ITU Tokens shall be transferred from iTrue to the respective Purchaser upon completion of payment procedure.

18. With purchase of ITU Tokens hereunder the Purchaser represents and warrants that:

their funds in no way came from illegal or unethical sources,

the Purchaser is not involved into criminal or illegal activity, and that no ITU Token transaction will be used to facilitate any criminal or illegal activity.

19. The Purchaser is obliged to provide proves concerning legality of their proceeds upon iTrue's request or request of bank institutions and government authorities.

20. By signing this Agreement and by purchasing ITU Tokens, the Purchaser understands that there are certain risks associated to acquisition, retention and use of ITU Tokens, described in Appendix B of the Terms.

21. The Purchaser is only allowed to purchase ITU Tokens if by buying ITU Tokens they warrant to be neither citizens, nor residents/tax residents of the United States of America, (hereinafter referred to as the "U.S." or U.S. Person), Hong Kong, China, North Korea, Taiwan, Afghanistan, Pakistan, Iran, Syria, Yemen, Somalia, Sudan, South Sudan, Central African Republic and countries, territories or individuals under the sanctions of the United Nations and the European Union (the full list of countries is available at: https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-08-04.pdf).

The Purchaser also warrants to be neither citizen nor resident of a geographic area where access or use of the cryptocurrency/Tokens, as well as participation in the ICO is prohibited by applicable laws, decrees, regulations, treaties, or administrative acts. We reserve the right to refuse selling ITU Tokens to anyone who does not meet the criteria set above.

The U.S., Hong Kong and Chinese citizens/residents are not eligible to participate in the ITU Token Sale due to different taxation and regulatory issues.

The Purchaser is only allowed to purchase ITU Tokens if they are neither a U.S., Hong Kong and Chinese citizens/permanent residents primary residents with domicile in the U.S., (including Puerto Rico, the U.S. Virgin Islands, and any other possessions of the U.S.), Hong Kong, and China.

By buying Tokens the Purchaser warrants that none of the owners of the company, of which Purchaser can be an authorized officer, is a U.S., Hong Kong, and Chinese citizen/permanent residents. Should the situation change at any time, the Purchaser shall immediately notify the Company.

The Purchaser also warrants that they are not a citizen or resident of a geographic area in which access to or use of the cryptocurrency or cryptographic tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act. The Company shall reserve the right to refuse to sell ITU Tokens to anyone who does not meet the citizenship and residence criteria set forth above.

The Purchasers shall not resell ITU Tokens to citizens and residents of countries and territories restricted by this Agreement.

22. The Purchaser is allowed to purchase ITU Tokens if (under the Applicable Law and law of the country of the Purchaser's residence) they meet the following criteria:

1) are of age, meet all other eligibility and residency requirements, and are fully able and legally competent to purchase ITU Tokens, sign the agreement with iTrue and in doing so will not violate any other agreements to which they are party;

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

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

23. ITU Tokens are to be provided on an "as is" and "as available" basis and without warranties of any kind, either expressed or implied.

The Purchaser assumes all responsibility and risks related to acquisition of any amount of the ITU Tokens and their use. The Purchaser hereby expressly agrees that, to the maximum extent permitted by the Applicable Law, iTrue shall not be considered liable for any damage or loss, including loss of business, revenue, profits, or loss or damage of data, equipment and software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary), resulting from use/inability to use the Website, information, software, facilities, services or content on the Website, as well as from purchasing of the ITU Tokens, regardless of the basis, upon which the liability is claimed.

The Purchaser understands and agrees that iTrue shall not be held liable/accept any liability, obligation or responsibility whatsoever for any change of the value of the ITU Tokens.

The Purchaser understands and expressly agrees that iTrue shall not guarantee in any way that the ITU Tokens might be sold or transferred during or after the iTrue Token Sale. If the Applicable Law does not allow all or any part of the above limitation of liability, the limitations will apply to the Purchaser only to the extent permitted by the Applicable Law.

The Purchaser understands and agrees that it is their obligation to ensure compliance with any legislation applicable in their country of domicile and pertaining to purchase of the ITU Tokens.

Acquisition of the ITU Tokens by the Purchaser in no way creates any exclusive relationship between the Purchaser and iTrue, and shall not be considered as partnership, joint venture, and employment.