

THE OFFER AND SALE OF THE RIGHTS UNDER THIS PURCHASE AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR UNDER THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. THE RIGHTS MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

#### **NOTICE TO RESIDENTS OF CANADA**

THE RIGHTS ARE BEING OFFERED PURSUANT TO NATIONAL INSTRUMENT 45-106 (PROSPECTUS EXEMPTIONS) AND, WITH RESPECT TO ONTARIO RESIDENTS, UNDER THE SECURITIES ACT (ONTARIO) TO ACCREDITED INVESTORS. UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THE RIGHTS MUST NOT TRADE THE RIGHTS BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF (1) THE EFFECTIVE DATE OF THE PURCHASE AGREEMENT AND (2) THE DATE COMPANY BECOMES A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.

#### **NOTICE TO RESIDENTS OF CHINA AND SOUTH KOREA**

THE RIGHT IS NOT BEING OFFERED OR SOLD AND MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, WITHIN THE PEOPLE'S REPUBLIC OF CHINA (FOR SUCH PURPOSES, NOT INCLUDING THE HONG KONG AND MACAU SPECIAL ADMINISTRATIVE REGIONS OR TAIWAN), SOUTH KOREA OR ANY OTHER JURISDICTION WHERE SUCH OFFER AND SALE IS PROHIBITED BY LAW.

#### **NOTICE TO RESIDENTS OF THE UNITED KINGDOM**

IN THE UNITED KINGDOM THIS DOCUMENT IS BEING DISTRIBUTED ONLY TO, AND IS DIRECTED ONLY AT (AND ANY INVESTMENT ACTIVITY TO WHICH IT RELATES WILL BE ENGAGED ONLY WITH), (i) INVESTMENT PROFESSIONALS (WITHIN THE MEANING OF ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 AS AMENDED (THE "**FPO**")); (ii) PERSONS OR ENTITIES OF A KIND DESCRIBED IN ARTICLE 49 OF THE FPO; (iii) CERTIFIED SOPHISTICATED INVESTORS (WITHIN THE MEANING OF ARTICLE 50(1) OF THE FPO); AND (iv) OTHER PERSONS TO WHOM IT MAY OTHERWISE LAWFULLY BE COMMUNICATED (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS "RELEVANT PERSONS").

THIS DOCUMENT HAS NOT BEEN APPROVED BY AN AUTHORIZED PERSON. ANY INVESTMENT TO WHICH THIS DOCUMENT RELATES IS AVAILABLE ONLY TO (AND ANY INVESTMENT ACTIVITY TO WHICH IT RELATES WILL BE ENGAGED ONLY WITH) RELEVANT PERSONS. THIS DOCUMENT IS DIRECTED ONLY AT RELEVANT PERSONS AND PERSONS WHO ARE NOT RELEVANT PERSONS SHOULD NOT TAKE ANY ACTION BASED UPON THIS DOCUMENT AND SHOULD NOT RELY ON IT. IT IS A CONDITION OF

YOUR RECEIVING AND RETAINING THIS DOCUMENT THAT YOU WARRANT TO COMPANY, ITS DIRECTORS, AND ITS OFFICERS THAT YOU ARE A RELEVANT PERSON.

## **ATARI TOKEN, a product of ATARI CHAIN, LIMITED**

### **Purchase Agreement**

This Purchase Agreement (this "**Agreement**") for the purchase of the Right (as defined below) is made and entered by and between Atari Chain, Limited (registered in Gibraltar No. 119642 – REID Number GICO.119642-60), Gibraltar ("**Company**"), and the undersigned purchaser ("**Purchaser**"). Subject to Company's receipt of the Purchase Amount, this Agreement is effective as of the last date set forth on the signature page hereto.

NOW, THEREFORE, in consideration of the premises and of the representations, warranties, covenants and agreements herein contained, the parties hereto, intending to be legally bound, agree as follows:

1. **Definitions.** Additional defined terms not defined throughout this Agreement are:
  - a. "**Atari Tokens**" means the future cryptographic tokens to be sold by Company in the Token Sale as described in the White Paper and subject to terms and conditions established by Company from time to time that apply to all holders of Atari Tokens.
  - b. "**Closing Atari Tokens**" means the Atari Tokens to be issued to Purchaser as a closing bonus.
  - c. "**Dissolution Event**" means: (i) a voluntary termination of operations of Company; (ii) a general assignment for the benefit of Company's creditors, (iii) any other liquidation, dissolution or winding up of Company, or (iv) a determination by Company that Company is abandoning the offering prior to closing and returning the Purchase Amount.
  - d. "**EURO Token Price**" means the Token Price converted into U.S. Dollars on the date of the Token Sale, which is targeted to be U.S.\$0.01 per Atari Token.
  - e. "**OFAC Regulations**" means individual-specific sanctions programs or regulations implemented by the U.S. Office of Foreign Asset Control.
  - f. "**Purchase Amount**" means        to be paid by Purchaser to Company upon the execution of this Agreement for the Right to receive Atari Tokens in the Token Sale.
  - g. "**Purchased Atari Tokens**" means the Atari Tokens to be issued based on the Purchase Amount.

- h. **"Right"** means Purchaser's right to receive the Total Atari Tokens (as defined below) pursuant to the terms of this Agreement. "Rights" means, collectively, the Right and the rights of other purchasers to receive Atari Tokens pursuant to other purchase agreements entered into between such purchasers and Company.
- i. **"Token Price"** means the price per Atari Token set by Company for the Token Sale, which is anticipated to be denominated in ETH.
- j. **"Token Sale"** means the future sale of Atari Tokens by Company with definitive terms and conditions to be set forth at that time and applicable to all holders of the Atari Tokens.
- k. **"White Paper"** means the preliminary white paper previously provided to Purchaser by Company, as may be amended from time to time, which describes the proposed business of Company, the proposed Token Sale and the proposed Atari Tokens.

## **2. Purchase of Right; Delivery of Total Atari Tokens.**

- a. Upon execution of this Agreement Purchaser shall deliver Company the Purchase Amount on the terms and conditions as set forth herein.
- b. In exchange for the Purchase Amount, Company hereby issues Purchaser the Right to the following amount of Atari Tokens in the Token Sale (the **"Total Atari Tokens"**):
  - i.      Purchased Atari Tokens;
- c. Purchaser agrees and acknowledges that certificates representing the Rights will not be issued by Company.
- d. Company will maintain an electronic register of the Rights; and the Rights may, in Company's sole discretion, and subject to compliance with applicable securities laws and regulations, be evidenced by a security token or other form of evidence.
- e. For the avoidance of doubt, any failure by Purchaser to remit the Purchase Amount on or before the effective date of this Agreement will render this Agreement null and void.
- f. If there is a closing of the Token Sale before the expiration or termination of this Agreement, upon such closing, Purchaser's Right shall automatically be deemed to be exercised without any further action upon the part of Purchaser, and Company will issue to Purchaser the Total Atari Tokens.

- g. Subject to Purchaser's compliance with the terms and conditions of this Agreement, Company shall deliver one hundred percent (100%) of the Total Atari Tokens to Purchaser as soon as reasonably practicable following the closing of the Token Sale, but in any case, no later than ten (10) weeks after the closing of the Token Sale (the "**Delivery Date**").
- h. Notwithstanding anything to the contrary contained herein, Purchaser acknowledges and agrees that the value of ETH, BTC and other cryptocurrencies may fluctuate following the date of this Agreement and that if Purchaser pays the Purchase Amount in ETH, BTC or another cryptocurrency Purchaser bears the risk of such fluctuation. In furtherance and not in limitation of the foregoing, in the event of any increase in the value of any cryptocurrency paid by Purchaser as part of the Purchase Amount as compared to another cryptocurrency or the U.S. Dollar, in no event will Purchaser be entitled to a greater value of ETH, BTC, another cryptocurrency or fiat in connection with a Dissolution Event than Purchaser paid to Company, whether directly or based on a *pro rata* amount as compared to other Right Holders in connection with such Dissolution Event; provided, however, that if Company decides to terminate the offering prior to completion (i.e. category (iv) of the definition of Dissolution Event), Company will use reasonable efforts to return funds to Purchaser in the same form of currency used by Purchaser to purchase the Right (with any change in the value of such currency to be borne by the respective Purchasers).
- i. Termination.
  - i. This Agreement will expire and terminate (without relieving Company or Purchaser of any obligations arising from a prior breach of or non-compliance with this Agreement) upon the earlier to occur of either (A) the issuance of Atari Tokens to Purchaser pursuant to Section 2(i) or (B) the payment, or setting aside for payment, of amounts due to Purchaser pursuant to Section 2(m).
  - ii. This Agreement may be terminated by Company in the event that it becomes aware that Purchaser's crypto-wallet or identify information discloses any risk of crime, fraud, money laundering or other illegal or material matters or that there have been misrepresentations made by Purchaser. Purchaser is aware that applicable law or governmental authorities may not allow Company to return the Purchase Amount to Purchaser in the event of this type of termination of this Agreement. If Company is prevented from or delayed in returning some or all of the Purchase Amount pursuant to applicable law or by governmental authorities, Company shall not be liable to Purchaser for interest on the Purchase Amount or for any other losses suffered by Purchaser, including any fluctuations in the value of fiat, ETH, BTC and other cryptocurrencies.

3. **Company Warranties.** Company hereby warrants to Purchaser as follows:

- a. Company is duly formed and validly existing under the laws of Gibraltar and has the corporate power and authority to own, lease and operate its properties and carry on its business as now conducted.
- b. The execution, delivery and performance by Company of this Agreement is within Company's corporate power and has been duly authorized by all necessary actions of Company. This Agreement constitutes, and each other transaction document when executed by Purchaser will constitute, a valid, legal and binding obligation of Company, enforceable against it in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application to or affecting the enforcement of creditors' rights generally and general principles of law and equity.
- c. To the knowledge of Company's officers, Company is not in violation of (i) its current certificate of incorporation and memorandum and articles of association (or similar organizational documents), (ii) any material statute, rule or regulation applicable to it, or (iii) any material indenture or contract to which Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on Company.
- d. To the knowledge of Company's officers, the performance and consummation of the transactions contemplated by this Agreement do not and will not (i) violate any material judgment, statute, rule or regulation applicable to Company, (ii) result in Company defaulting or otherwise being in breach of any material indenture or contract to which Company is a party or by which it is bound, or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of Company or the suspension, forfeiture or nonrenewal of any material permit, license or authorization applicable to Company, its business or operations.
- e. To the knowledge of Company's officers, no consents or approvals are required in connection with the performance of this Agreement, other than (i) Company's corporate approvals and (ii) any qualifications or filings under applicable law, including securities law filings.
- f. To the knowledge of Company's officers, Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all material patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with or infringement of the rights of others.

4. **Purchaser Representations, Warranties and Covenants.** Purchaser hereby represents, warrants and covenants to Company as follows:

- a. Purchaser has the full legal capacity, power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes, and each other transaction document when executed by Purchaser will constitute, a valid and binding obligation of Purchaser, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application to or affecting the enforcement of creditors' rights generally and general principles of equity.
- b. Purchaser has been advised that this Agreement is a security and that the offers and sales of this Agreement have not been registered under any country's securities laws and, therefore, this Agreement cannot be resold except in compliance with the applicable country's laws. Purchaser further acknowledges and agrees that the regulatory status of the Atari Tokens is uncertain and depends on a number of factors, including factors outside of Company's control; at the time of the Token Sale, the Atari Tokens may constitute securities and not utility tokens under the applicable laws and regulations of one or more jurisdictions; and if the Atari Tokens constitute securities they may be subject to transfer and other restrictions under applicable laws and regulations.
- c. Purchaser was not formed for the specific purpose of entering into this Agreement or purchasing the Right, and Purchaser is purchasing the Right for Purchaser's own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof. Purchaser does not presently intend to, and has not entered into any contract, undertaking, agreement or other arrangement to, sell, grant any participation in or otherwise transfer or distribute this Agreement or the Right.
- d. Purchaser has such knowledge and experience in technology, financial and business matters that Purchaser is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing Purchaser's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.
- e. Purchaser has had access, during the course of the transactions and prior to Purchaser's execution of this Agreement, to all such information as Purchaser has deemed necessary or appropriate and has read and understood the Offering Memorandum.
- f. With the assistance of Purchaser's own professional advisors, to the extent that Purchaser has deemed appropriate, Purchaser has made Purchaser's own legal, tax, accounting and financial evaluation of the merits and risks of an investment in the Right and the consequences of this Agreement. Purchaser has considered the suitability of the Right as an investment in light of Purchaser's own circumstances and financial condition and Purchaser is able to bear the risks associated with an investment in the Right.

- g. Purchaser is not relying on (and will not at any time rely on) Company, any affiliate of Company, any representative of any of the foregoing, or any other person, firm or corporation in making Purchaser's decision to enter into this Agreement and to purchase the Right, it being understood that information and explanations related to the terms and conditions of the Right and the Offering Memorandum shall not be considered investment advice or a recommendation to purchase the Right. Company has not (i) given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of an investment in the Right or (ii) made any representation to Purchaser regarding the legality of an investment in the Right under applicable legal investment or similar laws or regulations. In deciding to enter into this Agreement and to purchase the Right, Purchaser is not relying on the advice or recommendations of Company. Purchaser has not relied on any representation, warranty or provision not explicitly stated in this Agreement or the Offering Memorandum; no oral or written statement has been made to Purchaser that in any way shall waive, expand or otherwise modify any of the terms or conditions of this Agreement or the disclosures set forth in the Offering Memorandum; and Purchaser expressly waives any reliance on, and any cause of action in connection with, any disclosures or statements not expressly set forth in this Agreement or the Offering Memorandum.
- h. Purchaser has complied with all applicable import, re-import, export, re-export control, anti-money laundering laws, regulations guidance and programs, including the Export Administration Regulations, International Traffic in Arms Regulations, the USA Patriot Act of 2001, the Bank Secrecy Act and OFAC Regulations and similar governmental laws and regulations in other countries. Purchaser is solely responsible for compliance with such laws related to its purchase of the Right.
- i. Purchaser has accurately completed the purchaser questionnaire attached as Schedule 1 to this Agreement and shall promptly provide Company with any information requested by it in order to confirm Purchaser's suitability to enter into this Agreement and purchase the Right, including financial information and residency information and any information required by applicable "Know Your Customer" or "Anti-Money Laundering" laws and regulations, as they may be promulgated from time to time. Purchaser acknowledges and accepts that Company may refuse or reject any amount for the purchase of Atari Tokens until Purchaser has provided all information and documentation that Company may request pursuant to Schedule 1.
- j. Purchaser is not a citizen or resident of, is not located in and does not have a primary residence or domicile in the United States of America, People's Republic of China, or South Korea.
- k. Purchaser is not a citizen or resident of, is not located in and does not have a primary residence or domicile in any country subject to sanctions under OFAC Regulations. Purchaser is not a person subject to sanctions under OFAC Regulations or in any jurisdiction in which access to or use of cryptocurrency or digital tokens is prohibited by law, decree, regulation, treaty or otherwise.

- l. Purchaser does not intend to hinder, delay or defraud Company or any other holders of Rights or eventual Atari Tokens or engage in any illegal conduct or unlawful activity, including in relation to money laundering, receiving the proceeds of drug trafficking or terrorist activities or receiving the proceeds of criminal activities, terrorist activities or trading with such countries as might from time to time be subject to any embargo imposed by the Security Council of the United Nations, the European Union, the United States or in any jurisdiction where Purchaser is a citizen or resident or is organized or domiciled.
- m. Purchaser shall promptly provide to Company, upon its request, any information that Company deems necessary to maintain compliance with any applicable laws, regulations or policies of any jurisdiction and to execute such additional documents and agreements as reasonably requested by Company, including documents and agreements required to be executed by all other holders, or prospective holders, of the Atari Tokens and all other Purchasers, or prospective Purchasers, of the Right to buy Atari Tokens in the Token Sale. Purchaser acknowledges and agrees that failure to provide any such requested information or documents (including the Token Sale Documents) to Company allows Company to refuse to issue the Right or Atari Tokens to Purchaser until the requested information or documents have been provided and Company has determined it is permissible to issue the Right or Atari Tokens to Purchaser. In no event shall Purchaser be entitled to a refund of its Purchase Amount. No Atari Tokens shall be issued to Purchaser if Purchaser refuses to provide information or documents requested pursuant to this Section 4(l) or if the information or documents provided indicate that the issuance of such Atari Tokens may be a violation of law under the laws of any applicable jurisdiction.
- n. Without limiting Purchaser's obligations under any applicable confidentiality agreement, Purchaser shall keep the terms of this Agreement confidential and will not disclose its terms to any person or entity, except Purchaser's attorneys, accountants, and advisors, or as may be required by law or order of a court or governmental agency.
- o. Purchaser acknowledges and agrees that it has provided or will provide personally identifiable information ("**PII**") to Company in accordance with the terms of this Agreement and has requested that Company use and process the PII in connection with the performance and consummation of the transactions contemplated by this Agreement, including using and processing the PII for, and providing the PII to third parties in connection with "Know Your Customer", "Anti Money Laundering" and investor suitability and accreditation procedures. Purchaser expressly agrees and consents to Company's using and processing the PII, and it hereby authorizes Company to use and process the PII, for such purposes.
- p. **Purchaser agrees that as Purchaser is sending the Purchase Amount using cryptocurrency and not fiat:**



- i. **Purchaser shall not send any portion of the Purchase Amount directly from a wallet public address that is provided by a cryptocurrency exchange service provider;**
- ii. **Purchaser's wallet public address can technically support the receipt, storage and transfer of tokens built on the ERC20 protocol;**
- iii. **Purchaser is solely responsible for ensuring that the wallet public address listed on the signature page to receive Atari Tokens is fit to receive Atari Tokens and handle any return or refund functions, which are ERC20 tokens;**
- iv. **any failure to comply with these requirements may lead to the loss of all or a portion of the Purchase Amount; and**
- v. **Purchaser is solely responsible for ensuring such payment in cryptocurrency is successfully delivered to Company's designated wallet.**

**5. Purchaser Acknowledgments.** Purchaser hereby acknowledges and agrees as follows:

- a. None of Purchaser's representations, warranties or covenants limit, expand or otherwise modify the representations and warranties of Company in Section 3 of this Agreement.
- b. Other than the right to use an Atari Token as a means to enable usage of and interaction with and within Company's platform, applications and website, the Atari Tokens underlying this Right will not grant Purchaser any:
  - i. ownership rights in Company;
  - ii. return on investment from a future issuance of Atari Tokens;
  - iii. profit or passive income from holding Atari Tokens; or
  - iv. any other express or implied rights, including any intellectual property rights, income, profit, dividend, capital equity, royalties, or any economic, governance, decision-making or voting rights related to Company or any other entity in a corporate capacity.

**6. Risks.**

- a. Purchaser acknowledges and agrees that (i) sending the Purchase Amount to Company, (ii) the creation and issuance of Atari Tokens, and (iii) the development of the Atari Platform Network carries significant financial, regulatory and reputational risks, including but not limited to those set forth in the Offering Memorandum.
- b. BY SUBMITTING THE PURCHASE AMOUNT TO COMPANY AND ENTERING INTO THIS PURCHASE AGREEMENT, PURCHASER EXPRESSLY ACKNOWLEDGES, ACCEPTS AND ASSUMES THE RISKS SET OUT ON THE WEBSITE.

**7. Taxes; Indemnification.** Purchaser shall pay all applicable taxes and duties, including any value-added tax and sales tax that may arise in connection with its purchase of the Right and the automatic exercise of the Right for Atari Tokens ("**Purchaser Taxes**"). Purchaser

shall promptly provide Company with any information it reasonably requests to determine whether Company is obligated to collect taxes from Purchaser. Purchaser to the fullest extent permitted by law will indemnify, defend and hold harmless Company, its affiliates and its and their respective officers, directors, employees and other representatives from any claims, damages, losses, liabilities, penalties, fines, costs and expenses (including reasonable attorneys' and other professional fees) arising out of or relating to any third party claim concerning this Agreement, including any claims related to Purchaser Taxes.

**8. Security and Data Privacy.**

- a. Purchaser shall provide true and complete information to Company in relation to Purchaser's identity as well as such other information as Company may reasonable request from time to time. Such information may include personal data as defined under the data protection laws of various jurisdictions. Personal data shall be processed in accordance with this Agreement, the Gibraltar Data Protection Act 2004, as may be amended, and Company's privacy policy, as amended from time to time and as posted on its website or otherwise made available to Purchaser upon request.
- b. Purchaser shall implement reasonable measures designed to secure any device connected to the email address associated with Purchaser's account or private keys required to access any cryptocurrency account or wallet and Purchaser's username, password, login or other identifying credentials. In the event Purchaser is no longer in possession of a device connected with Purchaser's account or private keys or Purchaser is not able to provide Purchaser's login, password or other identifying credentials to Company's platform, then Company may, in its sole discretion, and only if it is able, grant access to Purchaser's account on Company's platform to any person providing additional credentials to Company. Company reserves the right to determine the additional credentials required, which may include a sworn, notarized or apostilled statement of identity. Company is responsible for delivering the Atari Tokens to the cryptocurrency account or wallet designated by Purchaser in or pursuant to this Agreement, and Purchaser shall bear all risks associated with the failure to provide correct account or wallet details to Company or otherwise not reasonably cooperating with Company in connection with the delivery of the Atari Tokens.
- c. Purchaser understands and accepts that the network of miners will ultimately be in control of the smart contract system and that a majority of these miners could agree at any point to make changes to the official smart contract system and to run a new version of the smart contract system. Such a scenario could lead to Atari Tokens losing intrinsic value.
- d. Company may use aggregate statistical information about Purchaser's activity on Company's platform, applications or website for marketing or any other purpose. Company may use Purchaser's internet protocol address to verify Purchaser's purchase of the Right and Atari Tokens. However, Company may not release Purchaser's personal information to any third party without Purchaser's consent,

except as permitted by law or as set forth in this Agreement or its privacy policy, as amended from time to time and as posted on its website or otherwise made available to Purchase upon request. Company's privacy policy (as amended from time to time) is hereby incorporated into and made part of this Agreement.

## **9. Limitation of Liability**

- a. To the fullest extent permitted by applicable law, in no circumstances shall:
  - i. Company be liable for (A) any loss of revenue, income, business or profits, loss of contract, loss of use or data, or damages for business interruption) or (B) any indirect, special, incidental or consequential loss of any kind; in each case, arising out of or in any way related to the acquisition, storage, transfer or use of Atari Tokens or otherwise arising out of or related to this Agreement, regardless of the cause of action, whether based in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis (even if Company has been advised of the possibility of such losses and regardless of whether such losses were foreseeable); and
  - ii. the aggregate liability of Company, whether in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis, arising out of or relating to this Agreement or the use of or inability to use Atari Tokens, exceed the Purchase Amount.
- b. The limitations and exclusions of liability set out in this Section 9 shall not limit or exclude liability for fraud or intentional, willful or reckless misconduct of Company, nor shall it limit or exclude any losses for which, as a matter of applicable law, it would be unlawful to limit or exclude liability.

## **10. Dispute Resolution by Arbitration.**

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

- a. **Binding Arbitration.** Except for any disputes, claims, suits, actions, causes of action, demands or proceedings that arise out of, relate to or are in connection with this Agreement or their subject matter and formation (including non-contractual disputes and claims) (collectively, the "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, which are to be dealt with under Section 10(e), Purchaser and Company (i) waive Purchaser's and Company's respective rights to have any and all Disputes resolved in a court, and (ii) waive Purchaser's and Company's respective

rights to a jury trial. Instead, Purchaser and Company will seek to resolve any Dispute through the Informal Dispute Resolution Procedure set out in Section 10(c) and, if not resolved, 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) through the procedure set out in this Section 10.

- b. **No Class Arbitrations, Class Actions or Representative Actions.** Subject to Section 10(a), any Dispute is personal to Purchaser and Company and, if not resolved through the Informal Dispute Resolution Procedure set out in Section 10(c), will be resolved solely through individual arbitration in accordance with this Section 10 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 individual or group of individuals. 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.
- c. **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 Company or Purchaser shall be sent by email to the applicable email address set forth on the signature page to this Agreement or any other email address provided by one party to the other party in writing in a notice. Purchaser's notice must include (i) Purchaser's name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that Purchaser is seeking. If Purchaser and Company cannot agree how to resolve the Dispute within thirty (30) days after the date the notice is sent by the applicable party, then either Purchaser or Company may, as appropriate and in accordance with this Section 10, commence an arbitration proceeding or, to the extent specifically provided for in Section 10(a), file a claim in court.
- d. **Arbitration Rules.** Subject to Section 10(a), any Dispute, including any question regarding this Agreement's existence, validity or termination, shall be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration (the "**LCIA Rules**"), which are deemed to be incorporated by reference in this Section 10.
- e. **Process and Governing Law.** The seat, or legal place, of arbitration will be Gibraltar, Gibraltar. The arbitration will be conducted confidentially by a single arbitrator appointed in accordance with the LCIA. The language to be used in the arbitral proceedings shall be in English. This Agreement and any Dispute shall be governed by and construed in accordance with the substantive law of Gibraltar.
- f. **Injunctive and Equitable Relief.** In relation to the injunctive or equitable relief set out in Section 10(a), the parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any such Dispute, which shall, for the avoidance of

doubt, be governed by and construed in accordance with the substantive law of England and Wales.

- g. **Authority of Arbitrator.** This Agreement, the applicable LCIA Rules and 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.
- h. **Severability of Dispute Resolution and Arbitration Provisions.** If any term, clause or provision of this Section 10 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 10 will remain valid and enforceable. Further, the waivers set forth in Section 10(b) above are severable from the other provisions of this Agreement and will remain valid and enforceable, except as prohibited by applicable law.

**11. Force Majeure.** Notwithstanding any contrary provision in this Agreement, Company shall not be liable or responsible to Purchaser, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any of the terms and conditions set out in this Agreement if and to the extent such failure or delay is caused by or results from or is connected to acts beyond its reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist, hacking or cyber threats, attacks or acts, or other civil unrest; (d) any laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders and decrees; or (e) action by any nation or government, any state or other political subdivision thereof, any entity exercising legislative, judicial or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization.

**12. Miscellaneous.** The representations, warranties, covenants, agreements and other obligations of Purchaser and Company set forth herein shall survive the execution of this Agreement, the automatic exercise of the Right and the closing of the Token Sale.

- a. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.
- b. Each party agrees that such party has not relied on any representation, warranty or provision not explicitly stated in this Agreement or the Offering Memorandum, and that no oral or written statement has been made to either party that in any

way will waive, expand or otherwise modify any of the terms or conditions of this Agreement or the disclosures set forth in the Offering Memorandum. This Agreement and the Offering Memorandum contain a complete and exclusive statement of the terms and conditions of this Agreement and the transactions contemplated hereby. In the event there is a conflict between this Agreement and any other agreements between Purchaser and Company, this Agreement shall take precedence unless such additional terms expressly reference variation to this Agreement.

- c. Any notice required or permitted by this Agreement will be deemed sufficient when sent by email to the relevant address listed on the signature page, as subsequently modified by written notice received by the appropriate party.
- d. Purchaser is not entitled, as a holder of the Right, to vote or receive dividends or be deemed the holder of any equity interest in Company for any purpose, nor will anything contained herein be construed to confer on Purchaser, as such, any of the rights of an equity holder of Company or any right to vote for the election of directors or upon any matter submitted to equity holders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise.
- e. This Agreement and any applicable confidentiality agreement set forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings and agreements, whether oral or written, between them. This Agreement is one of a series of similar purchase agreements entered into by Company from time to time.
- f. Purchaser may not and shall not assign or transfer this Agreement (including by operation of law, by merger or otherwise) or sell, delegate or sublicense Purchaser's Right without the express written consent of Company, which consent may be withheld by Company in its sole discretion. Any such assignment, sale, delegation or sublicense without Company's prior written consent shall be null and void, shall confer no rights on the purported assignee and may be a violation of applicable securities laws. Company may assign or transfer this Agreement (including by operation of law, by merger or otherwise or by establishing a separate issuing entity for the Atari Tokens and assigning all of the rights and obligations of Company under this Agreement to such entity).
- g. This Agreement and any other document or other agreement delivered in connection with this Agreement or the transactions contemplated hereby may be executed in two or more counterparts (including by PDF or other electronic transmission), all of which shall be considered one and the same agreement, it being understood that Purchaser and Company need not sign the same counterpart.
- h. When used in this Agreement, the words "include," "includes" and "including" will be deemed to be followed by the words "without limitation". Any terms defined in the singular will have a comparable meaning when used in the plural, and vice-versa. Except where the context otherwise requires, the use of any gender shall

be applicable to all genders and the word "or" is used in the inclusive sense (and/or).

- i. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

*THE NEXT PAGE IS THE SIGNATURE PAGE.*

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered.

**ATARI CHAIN LIMITED**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Chief Executive Officer

Email: \_\_\_\_\_

**PURCHASER:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Chief Executive Officer

Email: \_\_\_\_\_



**Exhibit A**

**Total Purchase Amount:** \_\_\_\_\_

For Company tracking purposes, please complete the table below to indicate sources of the Total Purchase Amount.

<b>Wallet Public Addresses</b>	<b>Purchase Amount Contributed From Each Wallet</b>
<b>Total Wallet Sources of Purchase Amount:</b>	

<b>Other Sources of Purchase Amount (U.S. Dollars or Bitcoin)</b>	<b>Purchase Amount Contributed From Other Sources</b>
<b>Total Other Sources of Purchase Amount:</b>	

Please provide a wallet public address at which to receive Atari Tokens from the Token Sale (if not provided at time of Agreement execution, must be provided to Company before automatic exercise of the Right):

<b>Wallet Public Address at Which to Receive Atari Tokens</b>	
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**Purchases to be made in Bitcoin shall be sent from a Bitcoin wallet in respect of which you can identify your private key ("Bitcoin Wallet"), and not from a cryptocurrency exchange wallet and/or address.** Your private key may be required to verify your Bitcoin Purchase Amount and to enable Company to issue Atari Tokens to you.

**Purchases to be made in Ether shall be sent from an Ethereum wallet in respect of which you can identify your private key ("Ethereum Wallet"), and not from a cryptocurrency**

**exchange wallet and/or address.** Your private key may be required to verify your Ether Purchase Amount and to enable Company to issue Atari Tokens to you.

**Purchases shall not be made in fiat currency.**

Purchase Amounts shall be sent to Company's Bitcoin wallet address, Ethereum wallet address or bank account (as applicable), which shall be made available to Purchaser on acceptance of this Agreement and satisfaction of such other conditions as Company shall determine in its sole and absolute discretion.

Purchasers that send Purchase Amounts other than as described in this Exhibit risk losing their entire Purchase Amount, and Company shall not be responsible or liable for recovering or returning any such Purchase Amount to Purchaser, nor shall Company be responsible or liable for any losses incurred by Purchaser in this respect.

## Schedule 1

### PURCHASER SUITABILITY QUESTIONNAIRE

Full Name of Purchaser: \_\_\_\_\_

The information contained herein is being furnished to Atari Chain Limited ("**Company**") to enable it to determine whether the undersigned is a suitable Purchaser under the Purchase Agreement (the "**Agreement**") with Company. Terms not defined in this questionnaire are as defined in the Agreement. Upon completion of this Questionnaire, Company may request additional information from Purchaser in order to confirm its purchaser suitability, including financial information and residency information and any information required by applicable "know your customer" or "anti-money laundering" laws and regulations, as they may be promulgated from time to time.

**1. Purchaser must be able to verify the accuracy of each of the following statements by checking the box next to each one:**

- Purchaser is not a citizen or primary resident of, not located in, and does not have a domicile within the People's Republic of China (for such purposes, not including the Hong Kong and Macau Special Administrative Regions or Taiwan), South Korea or any other jurisdiction where such offer and sale is prohibited by law.
- Purchaser is not a citizen or resident of, is not located in, and does not have a primary residence or domicile in a country subject to sanctions under OFAC Regulations.
- Purchaser is not a company, an entity or an individual subject to sanctions under OFAC Regulations.

[For your reference, here are the weblinks to relevant OFAC search sanction lists:  
<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>  
<https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>  
<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/consolidated.aspx> ]

**2. Purchaser must be able to verify the accuracy of one of the following statements by checking the box next to the one that is applicable:**

- Purchaser is located within the United States (or was offered the Right within the United States) or is acquiring the Right for the account or benefit of a person within the United States (or who was offered the Right within the United States); Purchaser (and any person for whose account or for whose benefit Purchaser is acquiring the

Right) is an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the "**Securities Act**"); and Purchaser has completed the Accredited Investor Certification attached hereto as Attachment A.

[The definition of "accredited investor" as defined in Rule 501(a) may be found at the following weblink: <https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&r=SECTION&n=17y3.0.1.1.12.0.46.176>]

- Purchaser is not located within the United States (and was not offered the Right within the United States) and is not acquiring the Right for the account or benefit of any person located within the United States (or who was offered the Right within the United States).

**3. For Purchasers in the United Kingdom: In addition to checking the applicable box under 2 above, if Purchaser is a resident of, located in or has a primary residence in the United Kingdom, Purchaser must be able to verify the accuracy of the following statement by checking the box next to it:**

- Purchaser is (i) an investment professional (within the meaning of article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 as amended (the "**FPO**")); (ii) a person or entity of a kind described in article 49 of the FPO; or (iii) a certified sophisticated investor (within the meaning of article 50(1) of the FPO). [A copy of the Financial Services and Markets Act 2000 may be found at the following weblink: <https://www.legislation.gov.uk/uksi/2005/1529/contents/made>]

**4. For Purchasers in Canada: In addition to checking the applicable box under 2 above, if Purchaser is a resident of, located in or has a primary residence in the Canada, Purchaser must be able to verify the accuracy of the following statement by checking the box next to it:**

- Purchaser is an "accredited investor" as defined in National Instrument 45-106 Prospect Exemptions.

[The definition of "accredited investor" as defined in Part 2, Section 2.3 can be found at the following weblink: [http://www.osc.gov.on.ca/documents/en/Securities-Category4/ni\\_20170119\\_45-106\\_unofficial-consolidation.pdf](http://www.osc.gov.on.ca/documents/en/Securities-Category4/ni_20170119_45-106_unofficial-consolidation.pdf)]

Purchaser understands that Company will rely upon the information contained herein and any additional information requested by Company for purposes of determining Purchaser's suitability to enter into the Agreement and invest in the Right, and Purchaser will promptly

provide Company with any additional information requested by Company in connection with the foregoing.

*THE NEXT PAGE IS THE SIGNATURE PAGE.*

**SIGNATURE PAGE**

SIGNATURE BLOCK FOR INDIVIDUALS	SIGNATURE BLOCK FOR ENTITIES
<hr/> <p>Name of Purchaser</p> <hr/> <p>Signature of Purchaser</p>  <p>Date Signed: _____</p>	<hr/> <p>Name of Purchaser</p> <hr/> <p>Authorized Signatory</p> <hr/> <p>Name and title of Authorized Signatory</p>  <p>Date Signed: _____</p>

ATTACHMENT A

**INVESTOR CERTIFICATION**

**For Individual Accredited Investors Only**

**(all Individual Accredited Investors must *INITIAL* where appropriate):**

**Initial** \_\_\_\_\_ I have a net worth (excluding the value of my primary residence) in excess of \$1,000,000 either individually or through aggregating my individual holdings and those in which I have a joint, community property or other similar shared ownership interest with my spouse.

**Initial** \_\_\_\_\_ I have had an annual gross income for the past two years of at least \$200,000 (or \$300,000 jointly with my spouse) and expect my income (or joint income, as appropriate) to reach the same level in the current year.

**For Non-Individual Accredited Investors**

**(all Non-Individual Accredited Investors must *INITIAL* where appropriate):**

**Initial** \_\_\_\_\_ The investor certifies that it is a partnership, corporation, limited liability company or revocable trust that is 100% owned by persons who meet at least one of the criteria for Individual Accredited Investors set forth above.

**Initial** \_\_\_\_\_ The investor certifies that it is a partnership, corporation, limited liability company or business trust that has total assets of at least \$5 million and was not formed for the purpose of investing in Company.

**Initial** \_\_\_\_\_ The investor certifies that it is an employee benefit plan whose investment decision is made by a plan fiduciary (as defined in ERISA §3(21)) that is a bank, savings and loan association, insurance company or registered investment adviser.

**Initial** \_\_\_\_\_ The investor certifies that it is an employee benefit plan whose total assets exceed \$5,000,000.

**Initial** \_\_\_\_\_ The investor certifies that it is a self-directed employee benefit plan whose investment decisions are made solely by persons who meet either of the criteria for Individual Accredited Investors.

**Initial** \_\_\_\_\_ The investor certifies that it is a U.S. bank, U.S. savings and loan association or other similar U.S. institution acting in its individual or fiduciary capacity.

**Initial** \_\_\_\_\_ The undersigned certifies that it is a broker-dealer registered pursuant to §15 of the Securities Exchange Act of 1934.

**Initial** \_\_\_\_\_ The investor certifies that it is an organization described in §501(c)(3) of the Internal Revenue Code with total assets exceeding \$5,000,000 and not formed for the specific purpose of investing in Company.

**Initial** \_\_\_\_\_ The investor certifies that it is a trust with total assets of at least \$5,000,000, not formed for the specific purpose of investing in Company, and whose purchase is directed by a person with such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of the prospective investment.

**Initial** \_\_\_\_\_ The investor certifies that it is a plan established and maintained by a state or its political subdivisions, or any agency or instrumentality thereof, for the benefit of its employees, and which has total assets in excess of \$5,000,000.

**Initial** \_\_\_\_\_ The investor certifies that it is an insurance company as defined in §2(13) of the Securities Act.

**Initial** \_\_\_\_\_ The investor certifies that it is an investment company registered under the Investment Company Act of 1940, as amended, or a business development company as defined in Section 2(a)(48) thereunder.

**Initial** \_\_\_\_\_ The investor certifies that it is a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.