

WRT CLUB CARD SALE AGREEMENT

Last updated: 28.10.2018

1. This WRT Club Card Sale Agreement ('Agreement') forms a legally binding contract between You and the World of Retail OÜ that is a company incorporated in Estonia (registered address: Narva mnt. 13, Tallin 10151, Estonia, registered number: 14588037 ["Company," "WORLD OF RETAIL", "we," "us"]) and sets forth general rules and procedure of WRT CLUB CARD Sale by the Company and their purchase by the Purchaser. This Agreement is inalienable part of General Terms & Conditions of WRT Club Card Sale that the Purchaser shall carefully read, understand and irrevocably accept. In terms not regulated by this Agreement (including but not limited to intellectual property rights, dispute resolution etc.), the General Terms & Conditions of WRT Club Card Sale shall apply to the relationships that arise hereunder.

2. THIS AGREEMENT CERTIFIES THAT You (hereinafter the "Purchaser" or "You") by clicking the button "I agree" on the Website and making a payment of USD/EUR/CHF equal from 7 200,00 RUB to 400 200 RUB depends on the type of WRT Club Card selected for each WRT Club Card to the Company's bank account, which are specified on the official Website of WORLD OF RETAIL, during the WRT Club Card Sale period (the "Payment Date" or "Payment period"), WORLD OF RETAIL, shall be entitled to take delivery of certain type of selected WRT Club Card and digital bonus-tokens (the "WRT bonus-token") upon the occurrence of the Company's WRT Club Card Sale, subject to General Terms & Conditions of WRT Club Card Sale and the provisions set forth below.

3. The definitions set forth herein and mentioned with capital letter shall have the meaning as described in General Terms & Conditions of WRT Club Card Sale.

4. WRT Club Card Sale shall be held during 09.02.2019 to 09.02.2021.

In this period of time the Company shall deliver to the Purchaser a type of selected WRT Club Card and appropriate amount of digital WRT bonus-tokens equal to the Purchase Amount paid to the Company by Purchasers in the WRT Club Card Sale (according to the procedures referenced in General Terms & Conditions of WRT Club Card Sale and this Agreement).

5. WRT Club Cards are available for purchase to Purchasers who are eligible to enter to this agreement according to the clause 3 of General Terms & Conditions of WRT Club Card Sale (Purchasers) and clause 22 of this Agreement only during a limited WRT Club Card Sale period of time that is defined in the Appendix A of General Terms & Conditions of WRT Club Card Sale and clause 4 of this Agreement.

6. WORLD OF RETAIL's publication on the Website of an offer to sell WRT Club Card to a number of Purchasers (potential WRT Club Card purchasers) is considered a legally binding offer of the WORLD OF RETAIL to sell WRT Club Card (hereinafter referred to as the "Offer").

7. The Offer shall be available only at the Website <https://wrcoin.io/> via specific form that is stipulated on the Website. Any other offers concerning WRT Club Card Sale presented on any other websites or internet resources shall be considered null and void and shall not put any obligations upon the WORLD OF RETAIL.

- 8.** Minimum purchase amount is 7 200 RUB for WRT Club Card “Start 1”. Maximum purchase amount for one WRT Club Card “Black Edition” is 400 200 RUB. Purchaser can buy unlimited amount of WRT Club Cards.
- 9.** Legally binding acceptance of the Offer shall be conducted by a Purchaser by clicking the button “I agree” on the Website <https://wrcoin.io/> in the specific field and sending the Purchase Amount of USD/EUR/CHF equal from 7 200 RUB to 400 200 RUB depends on the type of the WRT Club Card selected to the Company’s bank account, which are specified on the official Website of WORLD OF RETAIL. By this action the respective Purchaser, agree that he fully read, understood and irrevocably accepted this WRT Club Card Sale Agreement. From this moment the Offer shall be considered formally accepted by the respective Purchaser.
- 10.** Offer Acceptance shall be deemed irrevocable.
- 11.** The price of one WRT Club Card is set forth in the amount of USD/EUR/CHF equal from 7 200 RUB to 400 200 RUB depends on the type of the WRT Club Card selected according to the cost of USD/EUR/CHF for each WRT Club Card to the date of purchase. Minimum purchase amount is 7 200 RUB for WRT Club Card “Start 1”. Maximum purchase amount for one WRT Club Card “Black Edition” is 400 200 RUB. Purchaser can buy unlimited amount of WRT Club Cards. The payment for WRT Club Card can be conducted by Purchasers only in USD/EUR/CHF.
- 12.** To purchase WRT Club Card the Purchaser shall only send USD/EUR/CHF from the own bank account in the amount which is equivalent to the type of the WRT Club Card the Purchaser is willing to receive for such payment.
- 13.** Purchaser is not entitled to send any funds to purchase WRT Club Card until WRT Club Card Sale period has officially begun. Purchaser is not entitled to send any funds to purchase WRT Club Card upon ending of the respective WRT Club Card Sale.
- 14.** WRT Bonus-Tokens shall be sent to the Purchaser’s personal respective wallet automatically, after making a purchase of the WRT Club Card.
- 15.** To the extent allowable pursuant to Applicable Law, the purchase of the WRT Club Card by the Purchaser from the WORLD OF RETAIL is final, and, thus, there are no refunds and/or cancellations.
- 16.** Ownership rights for WRT Club Card and WRT Bonus-Tokens shall be transferred from the WORLD OF RETAIL to the respective Purchaser upon completion of payment procedure by the Purchaser.
- 17.** By purchase of WRT Club Card hereunder the Purchaser represents and warrants that his/her funds in no way came from illegal or unethical sources, that the Purchaser is not using any proceeds of criminal or illegal activity, and that no transaction involving WRT Club Card and WRT Bonus-Tokens are being used to facilitate any criminal or illegal activity.
- 18.** The Purchaser is obliged to provide valid proves concerning legality of his/her proceeds used to purchase WRT Club Card upon WORLD OF RETAIL’s request or

request of bank institutions or government authorities. Purchaser is also obliged to follow all other binding responsibilities, that are stipulated in General Terms & Conditions of WRT Club Card Sale and Privacy Policy

19. By accepting this Agreement and by purchase of the WRT Club Card, the Purchaser represents/warrants and accepts that there are certain risks associated with purchase of WRT Club Card, holding WRT Club Card, and using WRT Club Card described in Appendix B of General Terms & Conditions of WRT Club Card Sale.

20. Purchaser is only allowed to purchase WRT Club Card if by buying WRT Club Card he/she/it covenants, represents, and warrants that they are neither a citizen, resident or tax resident of the United States of America, (hereinafter referred to as the “U.S.” or U.S. Person) and South Korea.

You also represent and warrant that You are not a citizen or resident of a geographic area in which access to or use of Tokens, or where participation in blockchain projects is prohibited by applicable law, decree, regulation, treaty, or administrative act. We shall reserve the right to refuse selling WRT Club Card to anyone who does not meet the criteria set forth above.

The U.S., South Korean citizens and residents are not eligible and not allowed to participate in the WRT Club Card Sale due to various taxation and regulatory issues. Purchaser is only allowed to purchase WRT Club Card if he/she/it is neither a U.S., South Korean citizen or permanent resident of the mentioned states, nor Purchaser has a primary residence or domicile in the U.S. (including Puerto Rico, the U.S. Virgin Islands, and any other possessions of the U.S.) or South Korea. In order to buy WRT Club Card and by buying them Purchaser covenant, represent, and warrant that none of the owners of the company, of which Purchaser can be an authorized officer, are U.S., South Korean citizens or permanent residents. Should this change at any time, Purchaser shall immediately notify the Company. Purchaser also represent and warrant that he/she/it is not a citizen or resident of a geographic area in which access to or use of the or tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act. The Company shall reserve the right to refuse to sell WRT Club Card to anyone who does not meet the citizenship and residence criteria set forth above. Purchasers cannot resell WRT Club Card to citizens and residents of countries and territories restricted in this Agreement.

21. The Purchaser is only allowed to purchase WRT Club Card if and by buying WRT Club Card he (or she) covenants, represents, and warrants that he (or she) (under the Applicable Law and law of the country of Participant’s residence):

- 1) is of an age of majority to enter into this Agreement (at least 18 years of age), meets all other eligibility and residency requirements, and is fully able and legally competent to purchase WRT Club Card, enter into agreement with the WORLD OF RETAIL and in doing so will not violate any other agreement to which he (or she) is a party;*
- 2) if he (she) is a corporation, governmental organization or other legal entity, he/she 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 WRT Club Card for any illegal activity, including but not limited to money laundering and the financing of terrorism.*

22. WRT Club Cards are to be provided on an “as is” and “as available” basis and without any warranties of any kind, either expressed or implied. The Purchaser assume all responsibility and risk with respect to buying of any amount of the WRT Club Card and their use. The Purchaser hereby expressly agrees that, to the maximum extent permitted by the Applicable Law, the WORLD OF RETAIL 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 the Website or the material, information, software, facilities, services or content on the Website, as well as from purchasing of the WRT Club Card, regardless of the basis, upon which the liability is claimed and even if the WORLD OF RETAIL has been advised of the possibility of such loss or damage. The Purchaser understands and agrees that the WORLD OF RETAIL shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of the WRT Club Card. The Purchaser understands and expressly agrees that the WORLD OF RETAIL shall not guarantee in any way that the WRT Club Card might be sold or transferred during or after the WRT Club Card Sale. If Applicable Law does not allow all or any part of the above limitation of liability to apply to the Purchaser, the limitations will apply to the Purchaser only to the extent permitted by the Applicable Law. The Purchaser 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 the WRT Club Card. Purchasing of the WRT Club Card by the Purchaser in no way creates any exclusive relationship between the Purchaser and the WORLD OF RETAIL, nor any partnership, joint venture, employment or agency.