



## **ASTOR TOKEN PURCHASE AGREEMENT**

Please read carefully this document before make any payments for tokens, 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 this document, you shall not make any payments for tokens.

This ASTOR Token Purchase Agreement (“Agreement”) contains the terms and conditions Of purchase of the ERC20 compatible Astor tokens distributed on the Ethereum blockchain (“Astor Tokens”); and is an agreement between you or the entity that you rightfully and legally represent (“Buyer” or “you”) and “AstorGame”.

Tokens are not being offered of distributed to, as well as can not be resold or otherwise alienated by their holders to, citizens of, natural and legal persons, who have their residence, location or their seat of incorporation in The United States of America including it’s States and The District of Columbia, Puerto Rico, The Virgin Islands of The United States, any other possessions of the United States of America, Or in the country or territory where transactions with digital tokens are prohibited or in any manner restricted by applicable laws or regulations.

AstorGame reserves the right to arrange and perform additional token distributions and any related distribution events in accordance with the Whitepaper, which can be amended by AstorGame unilaterally at any time.

AstorGame is developing the AstorGame Platform (“AstorGame Platform”) as further described in the WhitePaper (as it may be amended from time to time at AstorGame’s sole discretion) (“White Paper”), which can be accessed at [https://astorgame.com/docs/WP\\_AstorGame\\_en.pdf](https://astorgame.com/docs/WP_AstorGame_en.pdf)

Binding Agreement. Buyer fully acknowledges, understands and agrees that Buyer is subject to and bound by this Agreement by virtue of Buyer’s purchase of Astor Tokens.

Astor tokens have no rights uses or attributes. Astor tokens do not have any rights, uses, purposes, attributes, functionalities or features, express or implied, including without limitation any uses, purposes, attributes, functionalities or features except those that are provided by AstorGame Platform and this Agreement.

Purchase of tokens. Any price and/or other amounts paid for Astor tokens are non-refundable. Such purchases cannot be cancelled or withdrawn in any other way. Buyer acknowledges understands and agrees that there is a risk of losing any and all amounts paid.

Astor tokens may have no value. Buyer acknowledges understands and agrees the AstorGame tokens may have no real value that can be neither calculated nor expressed in any material equivalent.

Tokens purchase cancelation. AstorGame reserves the right to refuse or cancel AstorGame token purchase requests at any time in its sole discretion. Buyer acknowledges understands and agrees to the reserved right.

## ARTICLE ONE: Acceptance of the Agreement and Purchase of Astor tokens

- 1.1. This Agreement shall become effective and binding on the Parties either from the moment Buyer ticks the check box on the official <Astorgame.com> website (“Website”) to indicate and confirm that Buyer has read, acknowledged, understood and agrees to the terms of this Agreement. Buyer confirms that it has read in full and completely understood this Agreement and agrees to be bound by all the provisions thereof.
- 1.2. Website Terms of Use. AstorGame has established Terms of Use for the Website located and available at <Astorgame.com> (“Terms of Use”). Terms of Use may be amended at any time at AstorGame’s sole discretion. The latest version of the Terms of Use are hereby incorporated by reference. Buyer confirms that it has read, acknowledged, understood and agrees to the Terms of Use. It is Buyer’s responsibility to check the Website regularly for modifications to the Terms of Use.
- 1.3. White Paper. AstorGame has prepared the White Paper, which is available at <Astorgame.com>, describing matters relating to the AstorGame Platform. The White Paper, as it may be amended from time to time at AstorGame’s sole discretion. The latest version of the White Paper is hereby incorporated by reference. Buyer confirms that it has read, acknowledged, understood and agrees to the White Paper. It is Buyer’s responsibility to check the Website regularly for modifications to the White Paper.
- 1.4. In case of conflict between provisions of the White Paper and of this Agreement, the Agreement prevails.
- 1.5. Astor Tokens.
  - a. The payment for Astor Tokens is deemed to be committed only after the receipt of Ether (“ETH”), Bitcoin (“BTC”), Litecoin (“LTC”), Dash (“Dash”) and Bitcoin Cash (“BCH”).
  - b. Tradability of tokens. Astor Tokens may be tradable. Astor Tokens are not an investment, currency, security, commodity, a swap on a currency, security or commodity or any other kind of financial instrument as may be defined by any national legislation.
  - c. AstorGame responsibility limitation. The obligation of AstorGame to send Astor tokens is considered fulfilled after the dispatch of Astor tokens by AstorGame. AstorGame is not responsible for any Ethereum network congestion or failures.
  - d. AstorGame’s Use of Proceeds. Buyer acknowledges and understands that the proceeds from the sale of Astor Tokens will be utilized by AstorGame in its sole discretion.

## ARTICLE TWO: Astor Tokens Distribution

- 2.1. Allocation and Distribution of Astor Tokens. AstorGame intends to allocate and distribute Astor tokens in accordance with the material specifications as set forth in Exhibit A to this Agreement, which includes period and pricing of the token Distribution and the number of tokens to be distributed. By purchasing Astor tokens, Buyer acknowledges, understands and has no objection to procedures of buying and material specifications. Failure to use the Website and follow the procedures may result in Buyer not receiving any tokens. Buyer acknowledges and accepts that any Buyer of Astor tokens may lose some or all of the amounts paid in exchange for Astor

tokens, regardless of the purchase date. Buyer should take great care that the website used to purchase Astor tokens is the Website having the following universal resource locator (URL): <astorgame.com>.

- 2.2. Tokens are not being offered or distributed to, as well as cannot be resold or otherwise alienated by their holders to, citizens of, natural and legal persons, who have their residence, location or their seat of incorporation in The United States of America including its States and The District of Columbia, Puerto Rico, The Virgin Islands of The United States, any other possessions of the United States of America, Or in the country or territory where transactions with digital tokens are prohibited or in any manner restricted by applicable laws or regulations. If a U.S. person or other person, who cannot purchase Astor tokens, does it, such person has done so and entered into this Agreement on an unlawful, unauthorized and fraudulent basis in violation of Terms of Use, and this Agreement is null and void. Any U.S. person or other person who purchases Astor tokens or enters this Agreement on an unlawful, unauthorized or fraudulent basis shall be solely liable for, and shall indemnify, defend and hold harmless AstorGame and AstorGame's respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns from any damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses ("Damages") incurred by a AstorGame that arises from or is a result of such U.S. person's or other person's unlawful, unauthorized or fraudulent purchase of Astor tokens.
- 2.3. Allocation and Participation of Astor tokens to AstorGame. Buyer understands and consents to the participation of the AstorGame's past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors and service providers in the purchase of Astor tokens, including people who may work on the development and implementation of the AstorGame Platform or who may work for AstorGame's future businesses which AstorGame may establish with a portion of the proceeds from the Astor Token Distribution. 20% of Astor tokens will be distributed to the project team and 3% to bounty program participants.
- 2.4. No Representations and Warranties. Astor tokens will be distributed to buyers thereof pursuant to the Agreement. AstorGame does not make any representations or warranties, express or implied, including without limitation any warranties of title or implied warranties of merchantability or fitness for a particular purpose with respect to the Astor tokens or their utility, or the ability of anyone to purchase or use Astor tokens. Without limiting the foregoing, AstorGame does not represent or warrant that the process of purchasing tokens or receiving Astor tokens will be uninterrupted or error-free or that Astor tokens are reliable and error-free. As a result, Buyer acknowledges and understands that Buyer may never receive Astor tokens and may lose the entire amount Buyer paid to AstorGame. Buyer shall provide an accurate digital wallet address to AstorGame for receipt of any Astor tokens distributed to Buyer.
- 2.5. Not an Offering of Securities, Commodities, or Swaps. The sale of Astor tokens and Astor tokens themselves are not software, securities, commodities, swaps on either securities or commodities or a financial instrument of any kind as may be determined by any national legislation. Purchases and sales of Astor tokens are not subject to the

protections of any laws governing those types of financial instruments. This Agreement and all other documents referred to in this Agreement including without limitation the White Paper and Terms of Use do not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity.

- 2.6. Not an Investment. Buyer should not participate in the purchase of Astor tokens for investment purposes. Astor tokens are not designed for investment purposes and should not be considered as a type of investment as may be defined by any national legislation.

### ARTICLE THREE: No Other Rights Created

- 3.1. No Loan or Ownership Interest. The purchase of Astor tokens: (a) is not a loan to AstorGame as may be defined by any national legislation; and (b) does not provide Buyer with any ownership or other interest in AstorGame.
- 3.2. Intellectual Property. AstorGame retains all right, title and interest in all of its intellectual property in relation to AstorGame Platform, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. Buyer may not use any of AstorGame's intellectual property for any reason without AstorGame's prior written consent.

### ARTICLE FOUR: Taxes

- 4.1. Taxes. Buyer acknowledges, understands and agrees that: (a) the purchase and receipt of Astor tokens may have tax consequences for Buyer; (b) Buyer is solely responsible for the compliance with any such tax obligations the Buyer may have; and (c) AstorGame bears no liability or responsibility with respect to any tax consequences to Buyer; (d) Astor tokens price does not include VAT or consumption or any other related tax. Buyer may be considered as tax agent in accordance with the laws of his/her tax residency.

### ARTICLE FIVE: Representations and Warranties of Buyer

By buying Astor tokens, Buyer represents and warrants to AstorGame that:

- 5.1. Not a US Person: Buyer is not a U.S. person as defined and indicated in Buyer's Acknowledgements and Article 2.2 hereof.
- 5.2. Not a person of the country or territory where transactions with digital tokens are prohibited or in any manner restricted by applicable laws or regulations as defined and indicated in Buyer's Acknowledgements and Article 2.2.
- 5.3. Authority. Buyer has all requisite power and authority to execute and deliver this Agreement, to purchase Astor tokens, and to carry out and perform its obligations under this Agreement:
  - a. If an individual, Buyer is at least 18 years old and of sufficient legal age and capacity to purchase Astor tokens.

- b. If a legal person, Buyer is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business.
- 5.4. No Conflict. The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice: (a) any provision of Buyer's organizational documents, if applicable; (b) any provision of any judgment, decree or order to which Buyer is a party, by which it is bound, or to which any of its material assets are subject; (c) any material agreement, obligation, duty or commitment to which Buyer is a party or by which it is bound; or (d) any laws, regulations or rules applicable to Buyer.
- 5.5. No Consents or Approvals. The execution and delivery of, and performance under, this Agreement require no approval or other action from any governmental authority or person other than Buyer.
- 5.6. Buyer Knowledge and Risks of Project. Buyer has sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, to be able to evaluate the risks and merits of Buyer's purchase of Astor tokens, including but not limited to the matters set forth in this Agreement, and is able to bear any and all risks related therewith, including loss of all amounts paid, loss of tokens. Buyer is able to bear liability to AstorGame and any other third parties for its misacts and omissions, including those constituting breach of this Agreement, negligence, fraud or wilful misconduct. Buyer has obtained sufficient information in order to make an informed decision to purchase Astor tokens.
- 5.7. Funds and Payments.
  - a. Funds. The funds, including virtual currency or cryptocurrency, Buyer uses to purchase Astor tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Buyer will not use Astor tokens to finance, engage in, or otherwise support any unlawful activities.
  - b. Payments. All payments by Buyer under this Agreement will be made only in Buyer's name, from a digital wallet.
- 5.8. Miscellaneous Regulatory Compliance.
  - a. Anti-Money Laundering; Counter-Terrorism Financing. To the extent required by applicable law of any related jurisdiction, Buyer represents and warrants that it complies with all anti-money laundering and counter-terrorism financing requirements.
  - b. Sanctions Compliance. Neither Buyer, nor any person having a direct or indirect beneficial interest in Buyer or Astor tokens being acquired by Buyer, or any person for whom Buyer is acting as agent or nominee in connection with Astor tokens, is the subject of sanctions administered or enforced by any country or government ( "Sanctions") or is organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions.

## ARTICLE SIX: Disclaimers

- 6.1. Buyer expressly acknowledges, understands and agrees that Buyer is purchasing Astor tokens at the Buyer's sole risk and that Astor tokens are provided, used and acquired on an "AS IS" and on an "AS AVAILABLE" basis without representations, warranties, promises or guarantees whatsoever of any kind by AstorGame and Buyer shall rely on its own examination and investigation thereof.
- 6.2. No Representation or Warranty. (A) AstorGame does not make and expressly disclaims all representations and warranties, express, implied or statutory; and (B) with respect Astor tokens, AstorGame specifically does not represent and warrant and expressly disclaims all representations and warranties, express, implied or statutory, including without limitation any representations or warranties of title, non-infringement, merchantability or the absence of any defects therein, whether latent or patent.

## ARTICLE SEVEN: Risks

Astor tokens may have no value. Buyer acknowledges and accepts that may lose any and all amounts paid. Buyer has carefully reviewed, acknowledges, understands and assumes the following risks, as well as all other risks associated with Astor tokens (including those not discussed herein), all of which could render Astor tokens lost, worthless or of little value:

- 7.1. Blockchain Delay Risk. On the Ethereum blockchain, timing of block production is determined by proof of work so block production can occur at random times. For example, ETH contributed to the Smart Contract in the final seconds of a distribution period may not get included for that period. Buyer acknowledges and understands that the Ethereum blockchain may not include the Buyer's transaction at the time Buyer expects and Buyer may not receive Astor tokens the same day Buyer sends ETH.
- 7.2. Ethereum Blockchain. The Ethereum blockchain is prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the Ethereum network in an attempt to gain an advantage in purchasing cryptographic tokens. Buyer acknowledges and understands that Ethereum block producers may not include Buyer's transaction when Buyer wants or Buyer's transaction may not be included at all.
- 7.3. Ability to Transact or Resell. Buyer may be unable to sell or otherwise transact in Astor tokens at any time, or for the price Buyer paid. By purchasing Astor tokens, Buyer acknowledges, understands and agrees that: (a) Astor tokens may have no value; (b) there is no guarantee or representation of liquidity for Astor tokens; and (c) the AstorGame is not and shall not be responsible for or liable for the market value of Astor tokens, the transferability and/or liquidity of Astor tokens and/or the availability of any market for Astor tokens through third parties or otherwise.
- 7.4. Token Security. Astor tokens may be subject to expropriation and/or theft. Hackers or other malicious groups or organizations may attempt to interfere with the Smart Contract or Astor tokens in a variety of ways, including but not limited to malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Ethereum platform rests on open source software and Astor tokens are based on open source software, there is the risk that Ethereum smart contracts may contain intentional or unintentional bugs or weaknesses which

may negatively affect Astor tokens or result in the loss of Buyer's Astor tokens. In the event of such a software bug or weakness, there may be no remedy and holders of Astor tokens are not guaranteed any remedy, refund or compensation.

- 7.5. Access to Private Keys. Astor tokens purchased by Buyer may be held by Buyer in Buyer's digital wallet, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with Buyer's digital wallet Astor tokens will result in loss of such tokens, AstorGame is not responsible for any such losses. Buyer acknowledges, understands and accepts the risk related to the loss of private keys.
- 7.6. Reliance on Third-Parties. Even if completed, the AstorGame Platform will rely, in whole or partly, on third parties to adopt and implement it and to continue to develop, supply, and otherwise support it. There is no assurance or guarantee that those third parties will complete their work, properly carry out their obligations, or otherwise meet anyone's needs, all of which might have a material adverse effect on the AstorGame Platform.
- 7.7. Hardfork and Ethereum blockchain collapse risks. Buyer is aware of the specifics of Ethereum blockchain technology. In case hardfork or double spending (51% attack) in Ethereum blockchain, all or part of Astor tokens may be lost or become unavailable to exploit. AstorGame may not be held liable for any Damages or any other loss caused by these events and does not guarantee the safety and stability of Astor tokens, or received ETH.Astor
- 7.8. Platform. The AstorGame Platform is under development and may undergo significant changes over time. AstorGame may make changes to any features and specifications for any number of reasons, and any party that adopts the AstorGame Platform also may make changes, any of which may mean that the AstorGame Platform does not meet Buyer's expectation.
- 7.9. Project Completion. The development of the AstorGame Platform may be abandoned for a number of reasons, including but not limited to lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.
- 7.10. Uncertain Regulatory and Legal Framework. The regulatory and legal status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact Astor tokens in various ways, including, for example, through a determination that Astor tokens are regulated financial instruments that require registration. AstorGame may cease the distribution of Astor tokens, the development of the AstorGame Platform or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.
- 7.11. Government Actions. As noted above, the industry in which AstorGame operates is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of AstorGame and/or pursue enforcement actions against AstorGame. Such governmental activities may or may not be the result of targeting

AstorGame in particular. All of this may subject AstorGame to judgments, settlements, fines or penalties, or cause AstorGame to restructure its operations and activities or to cease offering certain products or services, all of which could harm AstorGame's reputation or lead to higher operational costs, which may in turn have a material adverse effect on Astor tokens including those purchased by the Buyer and/or the development of the AstorGame Platform.

#### ARTICLE EIGHT: Limitation of Liability. Indemnification.

- 8.1. **Limitation of Liability.** To the fullest extent permitted by applicable law, Buyer disclaims any right or cause of action against the AstorGame of any kind in any jurisdiction that would give rise to any Damages whatsoever. AstorGame shall not be liable to Buyer for any type of Damages. Buyer agrees not to seek any refund, compensation or reimbursement from AstorGame, regardless of the reason, and regardless of whether the reason is identified in this Agreement.
- 8.2. **Damages.** In no circumstances will the aggregate joint liability of the AstorGame, whether in contract, warrant, tort or other theory, for Damages to Buyer under this Agreement exceed the amount received by AstorGame from Buyer.
- 8.3. **Force Majeure.** Buyer understands and agrees that AstorGame shall not be liable and disclaims all liability to Buyer in connection with any force majeure event, including but not limited to industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, Ethereum blockchain hardfork, double spending attack, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.
- 8.4. **Release.** To the fullest extent permitted by applicable law, Buyer releases the AstorGame from responsibility, liability, claims, demands, and/or Damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between Buyer and the acts or omissions of third parties.
- 8.5. **Indemnification.**
  - a. To the fullest extent permitted by applicable law, Buyer will indemnify, defend and hold harmless and reimburse the AstorGame from and against any and all actions, proceedings, claims, Damages, demands and actions (including without limitation legal fees and expenses of counsel), incurred by AstorGame arising from or relating to: (i) Buyer's purchase or use of Astor tokens; (ii) Buyer's responsibilities or obligations under this Agreement; (iii) Buyer's breach of or violation of this Agreement; (iv) any inaccuracy in any representation or warranty of Buyer; (v) Buyer's violation of any rights of any other person or entity; and/or (vi) any act or omission of Buyer that is negligent, unlawful or constitutes willful misconduct.
  - b. AstorGame reserves the right to exercise sole control over the defense, at Buyer's expense, of any claim subject to indemnification under this Article 8.5. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Buyer and AstorGame.

## ARTICLE NINE: Dispute Resolution

- 9.1. Informal Dispute Resolution. Buyer and AstorGame shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (“Dispute”). If the Parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute sent by one Party and being received by another Party, such Dispute shall be finally resolved by Binding Arbitration as defined in Article 9.2 below.
- 9.2. Binding Arbitration. Any Dispute not resolved within 90 days as set forth in Section 9.1 shall be settled under the Rules of Arbitration of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules). The number of arbitrators shall be three. One arbitrator shall be selected by AstorGame, one arbitrator shall be selected by the Buyer, one arbitrator shall be nominated by arbitrators selected by the Parties. The seat, or legal place, of arbitration shall be London, England. Arbitration hearings will be held in Malta. The language to be used in the arbitral proceedings shall be English. The arbitration award shall be final and binding on the Parties (“Binding Arbitration”). The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the AstorGame and Buyer will each pay their respective attorneys’ fees and expenses.
- 9.3. No Class Arbitrations, Class Actions or Representative Actions. Any Dispute is personal to Buyer and AstorGame 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.

## ARTICLE TEN: Miscellaneous

- 10.1. Governing Law. This Agreement shall be governed in all respects, including but not limited to its formation, applicability, breach, termination, validity or enforceability according to the right and good *ex aequo et bono*.
- 10.2. Entire Agreement. This Agreement, including the exhibits attached hereto and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by AstorGame about Astor tokens, the AstorGame Platform,
- 10.3. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the provision shall not affect any other provisions of the Agreement and shall be modified as to make it valid and, to the extent possible, effectuate the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

- 10.4. **Modification of Agreement.** AstorGame may modify this Agreement at any time by posting a revised version on the Website, available at <astorgame.com>. The modified terms will become effective upon posting. It is Buyer's responsibility to check the Website regularly for modifications to this Agreement. This Agreement was last modified on the date listed at the beginning of this Agreement.
- 10.5. **Termination of Agreement.** AstorGame reserves the right to terminate this Agreement, in its sole discretion, in the event that Buyer breaches this Agreement. Upon termination of this Agreement: (a) all of Buyer's rights under this Agreement immediately terminate; (b) Buyer is not entitled to a refund of any amount paid; and (c) Articles 3, 4, 6, 7, 8, 9, and 10 will continue to apply in accordance with their terms.
- 10.6. **No Waivers.** The failure by AstorGame to exercise or enforce any right or provision of this Agreement will neither constitute a present or future waiver of such right or provision nor limit AstorGame right to enforce such right or provision at a later time. All waivers by AstorGame must be unequivocal and in writing to be effective.
- 10.7. **No Partnership. No Agency. No Third Party Beneficiaries.** Nothing in this Agreement and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose. No Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party. This Agreement does not create any third party beneficiary rights in any person.
- 10.8. **Electronic Communications.** Buyer agrees and acknowledges that all agreements, notices, disclosures and other communications that AstorGame provides Buyer pursuant to this Agreement or in connection with or related to Buyer's purchase of ATOR tokens, including this Agreement, may be provided by AstorGame, in its sole discretion, to Buyer, in electronic form.

## **EXHIBIT A**

### **ASTOR TOKEN DISTRIBUTION**

The AstorGame token Distribution will take place over starting on January 10, 2018 at 00:00 UTC. Seventy seven million (77 000 000) Astor tokens will be distributed according to the schedule below:

1. 17,000,000 Astor tokens (17% of the total amount of Astor tokens to be distributed) will be distributed during a 14 day period beginning on January 10, 2018 at 00:00 UTC and ending on January 23, 2017 at 23:59:59 UTC.
2. 60,000,000 Astor tokens (60% of the total amount of Astor tokens to be distributed) will be distributed during a 90 days period beginning on January 29, 2018 at 00:00 UTC and ending on April 29, 2018 at 23:59:59 UTC
3. 20,000,000 Astor tokens (20% of the total amount of Astor tokens to be distributed) will be reserved for AstorGame's team.