

## JIFUcoin Token Purchase Agreement

This Token Purchase Agreement, hereinafter referred to as "Agreement", outlines the terms governing the sale, by Jifu Life OÜ, of ERC-20 utility tokens titled JIFUcoin (JIFU) to be used on the JIFU platform.

Jifu Life OÜ is a limited liability company incorporated in the Republic of Estonia, with its principal place of business at Pirita tee 20/4, Tallinn, 10127, Estonia, with identification number 14889046 in the Estonian business registry. "Company", "We", "Us" and "Our" shall hereinafter refer to Jifu Life OÜ.

The Company may be contacted at admin@jifucoin.com.

This Agreement is concluded between the Company and the person purchasing JIFUcoin utility tokens, hereinafter referred to as "User", "You" and "Your".

Before purchasing JIFUcoin utility tokens and participating in the JIFUcoin ecosystem, please carefully read this Agreement. This Agreement governs the rights enjoyed by and the obligations imposed on You and the Company, and regulates the relationship between You and the Company. If You do not agree with the provisions contained in this Agreement, You must not purchase JIFUcoin utility tokens. This Agreement governs the relationship between You and the Company together with the the Terms of Service, Privacy Policy and KYC/AML Policy of Jifu Life OÜ, and Your participation in the JIFUcoin ecosystem and your purchasing of JIFUcoin utility tokens requires Your assent to this Agreement as well as the aforementioned policies and documents.

Additionally, We strongly advise You to consider the JIFUcoin White Paper, which is a legally non-binding document, but which outlines the general nature and functionality of the JIFUcoin ecosystem.

Purchasing and trading of virtual assets involves significant risk due to high volatility. The value of virtual assets might increase and decrease significantly in a short period of time. The value of the virtual assets may be influenced by various unpredictable factors, such as, but not limited to: changes in the global economy caused by an unprecedent pandemic, loss of confidence in virtual currencies, development of new information technologies, decisions made by policy-makers, political statements, hacker attacks.

#### 1. General terms

- 1.1. You acknowledge that You have familiarized Yourself with the legally non-binding JIFUcoin White Paper and that You comprehend the working of the platform in at least basic terms and are aware of the possible risks that may arise from Your participation in the JIFUcoin ecosystem.
- 1.2. You acknowledge that the JIFUcoin White Paper is legally non-binding and does not establish or impose any rights and/or obligations on You, the Company, or any third party, and You acknowledge that the JIFUcoin White Paper is of purely descriptive character and informative nature.
- 1.3. You acknowledge that JIFUcoin utility tokens are not a security, are not registered with any competent authority as a security, are not a commodity, are not any type of financial instrument, do not represent any ownership right in the Company, and do not represent any claim, including but not limited to claims to revenue and intellectual property rights.
- 1.4. You acknowledge that in order to be able to purchase JIFUcoin utility tokens and participate in the JIFUcoin ecosystem You:
- 1.4.1.must be 18 years of age or older;
- 1.4.2.must be of the age of majority in Your jurisdiction and place of residence;
- 1.4.3.must be a citizen, resident and are situated in a jurisdiction which permits engaging in activities related to cryptocurrencies and the sale and purchase of utility tokens.
- 1.5. The Company makes no representation as to the revenues, profits, forecasted financial performance and stability of the JIFUcoin utility tokens.
- 1.6. You are aware of the volatile nature of the cryptocurrency and utility token market and ecosystem and You agree that this Agreement is in no way an offer to invest, an investment advice or investment guidance.

1.7. By entering into this Agreement with the Company and by purchasing JIFUcoin utility tokens You acknowledge that there are certain risks associated with purchasing and transacting in utility tokens in general, and in JIFUcoin utility tokens in particular, and that there are certain risks associated with using of the JIFUcoin platform, including but not limited to risk of losing access to tokens due to loss of passwords, passphrases or keys, risk of computer-based attacks and security vulnerability exploits, and that you assume any and all such risks; You acknowledge that as the JIFUcoin ecosystem is in early development stage the Company can make no warranty or representation as to the success and growth of the platform; You acknowledge that You shall not hold the Company liable for any disruption or cessation of service or loss of access to purchased utility tokens due to force majeure, changing regulations, court and administrative authorities' orders.

# 2. Terms governing the sale and purchase of JIFUcoin utility tokens

- 2.1. The Company shall conduct a Private Round of JIFUcoin utility token sale before selling JIFUcoin utility tokens to the general public (Public Round).
- 2.2. The minimum ticket size during the Private Round shall be \$1000. Upon the User's first contribution a Know Your Customer fee of \$5 shall be charged to the User, which shall be a one-time fee.
- 2.3. The Company aims to sell 20,000,000 JIFUcoin utility tokens, comprising 10% of the total JIFUcoin utility token supply, during the Private Round.
- 2.4. Upon acquiring JIFUcoin utility tokens during the Private Round, the User's acquired tokens shall be locked and will be vested based on the Private Round conditions described in the table below. The token lockup period shall be based on the number of JIFUcoin utility tokens sold in the Public Round and the number of months passed since the commencement of the Public Round.

Private sale round				
Token price	Unlock after	Token	Tokens time	Available
•	Public Sale	discounted	lockup	supply
	tokens sold	price		
\$0.08	20,000,000	20%	6 months	8 million
\$0.07	30,000,000	30%	8 months	6 million
\$0.06	40,000,000	40%	10 months	4 million
\$0.05	50,000,000	50%	12 months	2 million

- 2.5. Initial Token Price during the Public Round shall equal \$0.10 (ten US dollar cents) and may fluctuate based on the conduct and transacting behavior of the participants in the JIFUcoin utility token ecosystem.
- 2.6. In order to familiarize Yourself with the Token Conversion Protocol used to adjust the price of the JIFUcoin utility tokens to the token utility, the JIFUcoin platform and overall demand for the JIFUcoin utility token please refer to our "Platform and Technology Abstract White Paper".
- 2.7. The User shall acquire JIFUcoin utility tokens through the built-in interface on the Company's website.
- 2.8. JIFUcoin utility tokens acquired by the User shall be deposited to the JIFU Wallet associated with the User.
- 2.9. The Company aims at selling a total of 90,000,000 JIFUcoin utility tokens for a total price of up to \$50,000,000 in the Public Round.

## 3. Charges and taxation

3.1. You shall be solely liable for the paying of any applicable taxes, duties, charges or fees arising from Your purchasing of and transacting in JIFUcoin utility tokens. The Company shall bear no responsibility over Your compliance with applicable tax regulations.

## 4. Anti-money laundering related clauses

- 4.1. By purchasing JIFUcoin utility tokens and by participating in the JIFUcoin ecosystem, You confirm that the funds used for purchasing of the JIFUcoin utility tokens are not directly or indirectly connected to any illegal activity.
- 4.2. You confirm that no transaction conducted by You and involving JIFUcoin utility tokens shall be used to facilitate any criminal or illegal activity, including but not limited to money laundering and terrorism financing.
- 4.3. You agree to hold the Company harmless of any investigation or proceedings related to the source or nature of the funds used by You to purchase JIFUcoin utility tokens.
- 4.4. The Company reserves the right to refuse to accept or facilitate transactions with any person established in, resident in or operating from a country or territory subject to sanctions lists, including but not limited to sanctions lists compiled by the United Nations, the European Union and the United Kingdom Treasury.
- 4.5. The Company reserves the right to refuse to accept or facilitate transaction with any person suspected or convicted of terrorism-related activity, terrorism financing or money laundering.
- 4.6. The Company reserves the right to undertake or conduct any Know Your Customer measures or procedures required by applicable law, including but not limited to identification of customers, determination of source of funds and monitoring of transactions conducted on the JIFUcoin platform or conducted using JIFUcoin utility tokens. You agree to cooperate with the Company in its conducting of Know Your Customer Principles.
- 4.7. You agree that the Company reserves the right to limit and/or remove Your access to the JIFUcoin platform in the event of unsatisfactory completion of Know Your Customer procedures. The determination of the outcome of Know Your Customer procedures shall be in the sole discretion of the Company.

## 5. Limitations on purchasing

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

#### 6. Indemnification

- 6.1. You agree to indemnify and hold the Company, its parents, subsidiaries, affiliates, partners, offices, staff, agents and licensors harmless from any claim or demand arising from Your participation in the JIFUcoin ecosystem and from Your using of JIFUcoin utility tokens.
- 6.2. You agree to indemnify and hold the Company, its parents, subsidiaries, affiliates, partners, offices, staff, agents and licensors harmless from any claim or demand arising from Your violation of any right of a third party.

## 7. Limitation of liability

- 7.1. To the greatest extent allowed by applicable law, the User assumes all responsibility and risks with respect to the purchase and use of JIFUcoin utility tokens.
- 7.2. The User agrees to be solely responsible for the User's compliance with any legislation relevant to the User's country of residence concerning the purchasing and use of JIFUcoin utility tokens.

7.3. To the greatest extent allowed by applicable law, the Company assumes no liability or responsibility for the change of the value of the JIFUcoin utility tokens.

## 8. Amendments to this Agreement

8.1. The Company reserves the right to unilaterally modify or replace this Agreement at any time. The changes shall be reflected in the Agreement available on the Company's website. By continuing You use of the JIFUcoin platform and JIFUcoin utility tokens You agree to be bound by the revised terms.

## 9. Severability

9.1. If any one or several clauses are found to conflict with applicable law, such clauses shall be changed and interpreted to accomplish the objective of such clauses to the greatest extent possible under applicable law. The remaining clauses shall be enforceable and shall have full legal force in any event.

## 10. Applicable law

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

\*JIFUcoin is not available for purchase in the US, Columbia, and wherever prohibited by law.