

# TURNCOIN<sup>®</sup>

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## **SIMPLE AGREEMENT FOR FUTURE REVENUE**

THIS SIMPLE AGREEMENT FOR FUTURE REVENUE (THIS "AGREEMENT") AND THE RIGHT SOLD PURSUANT HERETO (THE "RIGHT") HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. THIS AGREEMENT AND THE RIGHT MAY: (I) IF SOLD PURSUANT TO REGULATION D PROMULGATED UNDER THE ACT ("REGULATION D"), THEN BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PRIOR TO THE EXPIRATION OF ONE-YEAR AND ONE DAY AFTER THE LAST SALE OF THE RIGHT OR RIGHTS TO RECEIVE SECURITIES UNDER A THIRD-PARTY AGREEMENT IN THIS OFFERING (AS DEFINED BELOW);; OR (II) IF SOLD PURSUANT TO REGULATION S PROMULGATED UNDER THE ACT ("REGULATION S"), THEN BE OFFERED SOLD OR OTHERWISE TRANSFERRED IN THE UNITED STATES OR TO OR FOR THE ACCOUNT OR BENEFIT OF, ANY "U.S. PERSON" (AS DEFINED IN REGULATION S), PRIOR TO THE EXPIRATION OF THE LOCK UP PERIOD. NEITHER THIS AGREEMENT NOR THE RIGHT SHALL BE EXCHANGEABLE FOR SECURITIES THAT ARE NOT SUBJECT TO A LEGEND CONTAINING RESTRICTIONS ON TRANSFER UNTIL THE EXPIRATION OF THE LOCK UP PERIOD AND THEN ONLY UPON CERTIFICATION IN A FORM REASONABLY SATISFACTORY TO THE ISSUER AND ITS TRANSFER AGENT, IF ANY, THAT SUCH SECURITIES ARE OWNED EITHER BY NON-U.S. PERSONS OR U.S. PERSONS WHO PURCHASED SUCH SECURITIES IN A TRANSACTION THAT DID NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT. HEDGING TRANSACTIONS INVOLVING THIS AGREEMENT OR THE RIGHT MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE ACT.

Effective Date: \_\_\_\_\_

Purchase Legal Name: \_\_\_\_\_

Total Purchase Amount (USD, ETH or BTC): \_\_\_\_\_

Price per Security (TurnCoin): \_\_\_\_\_

Total TurnCoin: \_\_\_\_\_

This Simple Agreement for Future Revenue (this **"Agreement"**) certifies that upon receipt of payment by the undersigned purchaser (the **"Purchaser"**) of the Total Purchase Amount, subject to the terms and conditions set forth in this Agreement, TurnCoin Ltd., a Gibraltar private company (the **"Company"**), hereby issues to the Purchaser the right (the **"Right"**) to receive a digitally native security, known as TurnCoin (the **"Security"** or **"Securities"**), providing for a contractual pro rata right to future revenue of the Company equal to the number of Securities issued to the Purchaser pursuant to the conversion of this Agreement into the Securities divided by the total number of Securities created by the Company, which is currently intended to be 1,000,000,000 Securities.

# 1. Events

- a.** Delivery of Securities. As soon as practicable following the date hereof, the Company will deliver to the Purchaser the number of Securities equal to the Total TurnCoin. As a condition to the delivery of such Securities to the Purchaser pursuant to this Section 1(a), (i) the Company will have accepted, which it may or may not do in its sole discretion for any reason or no reason, a purchase of the Right, (ii) the Purchaser will have paid the Total Purchase Amount, (iii) the representations and warranties of the Purchaser will have remained true, accurate and complete through the date of delivery of the Securities, (iv) the Purchaser will have executed and delivered to the Company any and all other transaction documents required or desirable, as determined by the Company in its sole discretion, to consummate the transactions contemplated by this Agreement in accordance with all applicable laws, including the applicable representation letter attached hereto, (v) if the Purchaser is a U.S. person (as defined in Rule 902 of Regulation S promulgated under the Act) (“U.S. Person”), then the Purchaser will have been verified as an Accredited Investor (as hereinafter defined) by an accreditation service that the Company selects, (vi) the Purchaser will have completed all of the Company’s know your customer and anti-money laundering procedures to the Company’s satisfaction, (vii) if the Purchaser is not a U.S. Person (a “Foreign Purchaser”), all acts to be done in order to invoke the applicable exemptions under the relevant laws of the jurisdictions in which this Agreement and the Private Placement Memorandum (as defined below) are made available, have been duly performed and all requirements in connection therewith have been duly complied with and such applicable exemption has not been revoked by any of the relevant regulatory authorities and (viii) if required by the Company, the Purchaser will have provided to the Company a public digital wallet address under the control of the Purchaser to which the Company may deliver such Securities during the anticipated Token Delivery (as defined below).
- b.** Dissolution Event. If a Dissolution Event (as defined below) occurs before this Agreement expires or terminates, then, to the extent funds remain available (after payment of professional fees and other costs and expenses incurred by the Company, including all creditors of the Company) from the proceeds of the Total Purchase Amount and the amount of the payment by all purchasers of Third-Party Agreements (collectively, the “Aggregate Balance”), the Company will pay to the Purchaser an amount equal to the Total Purchase Amount (the “Returned Total Purchase Amount”), due and payable to the Purchaser immediately prior to, or concurrent with, the consummation of the Dissolution Event. For the avoidance of doubt, only the Aggregate Balance (and not funds from business operations of the Company) shall be available to pay the Returned Total Purchase Amount. If the Returned Total Purchase Amount together with the amount required to be returned to all other purchasers of Third-Party Agreements pursuant to their respective Third-Party Agreements (collectively, the “Aggregate Returned Total Purchase Amount”) is greater than the Aggregate Balance, then the Company will pay a portion of the Aggregate Returned Total Purchase Amount to the Purchaser and all purchasers of Third-Party Agreements pro rata based on the amounts of their respective payments under this Agreement and the Third-Party Agreements (and the claims of the Purchaser against the Company shall abate, and any further claims of the Purchaser on assets of the Company shall be extinguished). Any distribution of the Returned Total Purchase Amount may be, in the Company’s discretion, paid in U.S. Dollars, or bitcoin (BTC) or ether (ETH) at the Applicable Exchange Rate.

- c. Termination Events. This Agreement will expire and terminate, without relieving the Company of any obligations arising from a prior breach of or non-compliance with this Agreement, upon the earlier of (i) the last delivery of Securities to the Purchaser pursuant to Section 1(a), or (ii) the payment, or setting aside for payment, of amounts due to the Purchaser pursuant to Section 1(b).
- d. Transfer Restriction.
  - i. If the Purchaser is an Accredited Investor, then, until one (1) year and one (1) day following the date of the last sale of the Right or rights to receive Securities under a Third-Party Agreement in this Offering (the “Lockup Period”), Purchaser shall not, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate, or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or enter into any contract, option, or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation, or similar disposition of, this Agreement, the Right or the Securities.
  - ii. If the Purchaser is a Foreign Purchaser, then, until expiration of the Lockup Period, the Purchaser shall not, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate, or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, this Agreement, the Right or the Securities.

## 2. Definitions

“**Accredited Investor**” has the meaning set forth in Rule 501(a) of Regulation D promulgated under the Act.

“**Discounted Number of Securities**” means the quotient of (a) the Total Purchase Amount, and (b) the product of (i) the Price per Security, and (ii) the difference of one (1) and the Discount Rate..

“**Dissolution Event**” means (a) a voluntarily termination of the operations of the Company; (b) a general assignment for the benefit of the Company’s creditors; (c) commencement of a voluntary case under the United States Bankruptcy Code, as amended from time to time (the “Bankruptcy Code”), consents to an involuntary case under the Bankruptcy Code, or a court of competent jurisdiction enters an order for relief in an involuntary case under the Bankruptcy Code; or (d) any other liquidation, dissolution or winding up of the Company, whether voluntary or involuntary.

“**Expansion Fund**” means immediately coinciding the listing of TurnCoin on a public digital securities exchange (i.e. tzero.com or similar), TheXchange will list a fixed amount of TurnCoin to sell, the proceeds of which will be paid into the company’s global operations and expansion fund.

“**Governmental Authority**” means any nation or government, any state or other political subdivision thereof, or 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.

“**Jurisdictional Affirmation**” means an affirmation specific to the jurisdiction in which the Purchaser is a resident or located on the date of execution and delivery of this Agreement that the Purchaser agrees to during the purchasing process.

**“Offering”** means the offering of the right to receive Securities pursuant to this Agreement and the Third-Party Agreements.

**“Third-Party Agreements”** means an instrument pursuant to which purchasers purchase a right to receive Securities, similar in form and content to this Agreement, other than pursuant to this Agreement.

**“Token Delivery”** means the Company’s delivery of Securities to the Purchaser and purchasers of Third-Party Agreements.

### 3. No “MFN” Amendment Rights.

The Company may offer and sell other Third-Party Agreements on different terms than the terms of this Agreement. If the Company issues one or more Third-Party Agreements prior to the termination of this Agreement, then the Company is under no obligation to provide the Purchaser with written notice thereof, copies of any documentation relating to such Third-Party Agreements, or any additional information related to such Third-Party Agreements, whether or not reasonably requested by the Purchaser. The Company may enter into side letters or other similar agreements with a purchaser, which may have the effect of establishing rights under, or altering or supplementing the terms of, the Third-Party Agreement with respect to that purchaser in a manner more favorable to that purchaser than those applicable to other purchasers (including the Purchaser). For the avoidance of doubt, notwithstanding that the Purchaser may determine that the terms of a Third-Party Agreement are preferable to the terms of this Agreement, the Company is under no obligation to amend and restate this Agreement, whether to incorporate terms from that Third-Party Agreement or otherwise.

### 4. Representations and Warranties of the Company.

The Company hereby represents and warrants to the Purchaser as follows:

- a. **Organization.** The Company is duly organized, validly existing and in good standing under the laws of Gibraltar, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.
- b. **Authorization; Enforceability.** The execution, delivery and performance by the Company of this Agreement is within the power of the Company and, other than with respect to the actions to be taken when Securities are to be delivered to the Purchaser, has been duly authorized by all necessary actions on the part of the Company. This Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors’ rights generally and general principles of equity.
- c. **No Violation.** To the knowledge of the Company, it is not in violation of (i) its current governing documents, (ii) any material judgment, statute, rule or regulation applicable to the Company, or (iii) any material indenture or contract to which the 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 the Company. To the knowledge of the Company, the performance and consummation of the transactions contemplated by this Agreement do not and will not (A) violate any material judgment, statute, rule or regulation applicable to the Company; (B) result in the acceleration

of any material indenture or contract to which the Company is a party or by which it is bound; or (C) result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

- d. **No Consents.** No consents or approvals are required in connection with the performance of this Agreement, other than (i) the corporate approvals of the Company and (ii) any qualifications or filings under applicable securities laws.
- e. **No Other Representations or Warranties; Disclaimer.** Except for the express representations and warranties contained in this Section 4 and notwithstanding anything in the Offering Documents (as defined below) to the contrary, (i) neither the Company, nor any other person or entity on its behalf, has made or makes any express or implied representation or warranty, either oral or written, whether arising by law, course of dealing, course of performance, usage, trade or otherwise, all of which are expressly disclaimed, and (b) the Purchaser acknowledges that it has not relied upon any representation or warranty made by the Company, or any other person or entity on the Company's behalf, except as specifically provided in this Section 4.

## 5. Representations, Warranties, Agreement and Covenants of the Purchaser.

The Purchaser hereby represents, warrants and covenants to, and agrees with, the Company and its members, managers, officers, employees, agents and other affiliates (collectively, the "Company Parties") as follows:

- a. **Capacity; Organization; Authorization; No Conflict.**
  - i. If the Purchaser is an individual, then (A) he or she has full legal capacity for the purchase, execution and delivery of this Agreement and to perform his or her obligations hereunder; (B) this Agreement constitutes a valid and binding obligation of the Purchaser, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity; and (C) neither the execution, delivery or performance of this Agreement or any other document required to be executed and delivered by the Purchaser in connection with this Agreement, nor the consummation of any of the transactions contemplated hereby or thereby by the Purchaser, (I) will violate or conflict with any law, rule, regulation, judgment, order or decree of any court or other governmental body applicable to the Purchaser or to which the Purchaser is otherwise subject, will conflict with or result in any breach or default under, permit any party to accelerate any rights under or terminate, or result in the creation of any lien, charge or encumbrance pursuant to the provision of any material contract, indenture, mortgage, lease, franchise, license, permit authorization, instrument or agreement of any kind to which the Purchaser is a party or by which the Purchaser is bound or to which the properties or assets of the Purchaser are subject, or (III) will require the consent or approval of any person or entity other than consents or approvals that have already been obtained.

- ii. If the Purchaser is an entity, then (A) it is a corporation or other organization duly incorporated or organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization and has the requisite power and authority to carry on its business and operations as now being conducted; (B) the execution and delivery of this Agreement and each other document required to be executed and delivered by the Purchaser in connection with this Agreement, and the performance by the Purchaser under those agreements, have been duly authorized by appropriate action; (C) the Purchaser shall deliver to the Company any evidence of the foregoing listed in and (B), as the Company may reasonably require, whether by way of certified resolution or otherwise; (D) the person executing and delivering this Agreement and any other instruments on behalf of the Purchaser has all requisite power, authority and capacity to execute and deliver those instruments; (E) this Agreement constitutes a valid and binding obligation of the Purchaser, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity; and (F) neither the execution, delivery or performance of this Agreement or any other document required to be executed and delivered by the Purchaser in connection with this Agreement, nor the consummation of any of the transactions contemplated hereby or thereby by the Purchaser, (I) will violate or conflict with any provision of the organizational documents of the Purchaser; (II) will violate or conflict with any law, rule, regulation, judgment, order or decree of any court or other governmental body, (III) will conflict with or result in any breach or default under, permit any party to accelerate any rights under or terminate, or result in the creation of any lien, charge or encumbrance pursuant to the provision of any material contract, indenture, mortgage, lease, franchise, license, permit authorization, instrument or agreement of any kind to which the Purchaser is a party or by which the Purchaser is bound or to which the properties or assets of the Purchaser are subject, or (IV) will require the consent or approval of any person or entity other than consents or approvals that have already been obtained.
- iii. If the Purchaser is acting as trustee, agent, representative or nominee for the ultimate owner of this Agreement (an **"Ultimate Owner"**), the Purchaser understands and acknowledges that the representations, warranties, covenants and agreements made in this Agreement are made, to the fullest extent not prohibited by law, by the Purchaser both (A) with respect to the Purchaser and with respect to the Ultimate Owner. The Purchaser further represents and warrants that it has all requisite power and authority from the Ultimate Owner to execute and perform the obligations under this Agreement.
- iv. Except as may otherwise be required by applicable law or regulation, the Purchaser understands that, upon acceptance by the Company of this Agreement, the Purchaser is not entitled to cancel, terminate or revoke this Agreement or, except as otherwise set forth in Section 1(b), receive a refund of any payments made hereunder.

**b. U.S. Person Transaction; Non-U.S. Person Transaction.**

- i. U.S. Person Transaction.** If the Purchaser is a U.S. Person or is in the United States at the time of the payment of the Total Purchase Amount or on the date of execution or delivery of this Agreement, then (A) the Purchaser has been verified as an Accredited Investor by the Company's selected accreditation service; (B) the Purchaser is purchasing the right to receive Securities pursuant to this Agreement for his, her or its own account, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same; (C) the Purchaser has such knowledge and experience in financial and business matters that the Purchaser is capable of evaluating the merits and risks of the purchase of the right to receive Securities pursuant to this Agreement, including the Risk Factors set forth in the Private Placement Memorandum (as defined below), which are incorporated herein by reference, is able to incur a complete loss of the amount of the Purchaser's purchase of the right to receive Securities without impairing the Purchaser's financial condition, and is able to bear the economic risk of the purchase of the right to receive Securities for an indefinite period of time; (D) the Purchaser has made to the Company a Jurisdictional Affirmation presented to the Purchaser during the purchasing process; and (E) the information contained in such Jurisdictional Affirmation is true, accurate and complete as at the date hereof.
- ii. Non-U.S. Person Transaction.** **ii. Foreign Purchaser Transaction.** If the Purchaser is a Foreign Purchaser at the time of the payment of the Total Purchase Amount, then (A) the Purchaser is eligible to purchase the right to receive Securities pursuant to this Agreement and receive Securities under the applicable laws and regulations of the Purchaser's jurisdiction; (B) the Purchaser is purchasing the right to receive Securities pursuant to this Agreement for his, her or its own account, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same; (C) the Purchaser is not and at the time the Securities are subscribed for, neither it nor the beneficial owner of the Securities will be, a resident of, nor have an address in Cuba, Iran, North Korea, Syria or the Crimea Region; (D) the Purchaser has such knowledge and experience in financial and business matters that the Purchaser is capable of evaluating the merits and risks of the purchase of the right to receive Securities pursuant to this Agreement, is able to incur a complete loss of the amount of the Purchaser's purchase of the right to receive Securities without impairing the Purchaser's financial condition, and is able to bear the economic risk of the purchase of the right to receive Securities for an indefinite period of time; (E) the Purchaser is located or resides in the jurisdiction for which the Purchaser agrees to a Jurisdictional Affirmation; (F) the information contained in the Jurisdictional Affirmation is true, accurate and complete as of the date hereof, and (G) the Purchaser acknowledges and agrees that this Agreement and any other document or material in connection with the Securities have not been and will not be lodged or registered with the Gibraltar Financial Services Commission ("**GFSC**").



**c. Restrictions on Transfer.**

- i. The Purchaser acknowledges and is aware that there are substantial restrictions on the transferability of this Agreement, the Right and the Securities, and there is no, and there may never be any, public market for this Agreement, the Right or the Securities for the Purchaser. This Agreement, the Right and the Securities will not be registered under the Act or the securities laws in Gibraltar and may not be offered or sold in the United States or Gibraltar absent registration or an applicable exemption from the registration requirements. In addition, this Agreement and the Right shall be, and the Securities may be, subject to the Transfer Restriction. The Purchaser may not transfer this Agreement, the Right or the Securities to any persons, except , after expiration of the Lockup Period pursuant to an effective registration statement or an exemption therefrom;
- ii. The Purchaser shall not engage in hedging transactions with regard to this Agreement, the Right or, upon issuance, the Securities.
- iii. The Purchaser acknowledges and is aware that any transfer of this Agreement, or any rights hereunder, made in violation of the transfer provisions of this Agreement will be void.

**d. Regulatory Issues.**

- i. The Purchaser acknowledges and understands that the Right is not registered with the U.S. Securities and Exchange Commission (the **"SEC"**) or the GFSC and that the Company is not registered or licensed with any federal or state regulator as a broker-dealer or an investment adviser in the United States or Gibraltar or any other applicable jurisdiction to which the Company or in which any of the Company Parties have operations. As a result, the Purchaser will not be afforded the full set of protections provided to the clients and customers of such entities under the Act, the Securities Exchange Act of 1934, as amended, the Investment Advisers Act of 1940, as amended, the Gibraltar Financial Services Act 2019, as amended, or any other securities law in Gibraltar, or any similar or applicable state laws.
- ii. Neither the Purchaser, nor any of its affiliates, equity holders, directors, or direct or indirect beneficial owners, (A) appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC"), nor are they otherwise a party with which the Company is prohibited to deal under the laws of the United States or the laws of Gibraltar, (B) is a person identified as a terrorist organization on any other relevant lists maintained by Governmental Authorities, or (C) unless otherwise disclosed in writing to the Company prior to the Purchaser's purchase of the Right, is a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure as those terms are defined in the footnotes below. The Purchaser (x) has conducted thorough due diligence with respect to all of its affiliates, equity holders, directors, officers, managers and beneficial owners, (y) has established the identities of all of them and the source of each of their funds, and (z) will retain evidence of those identities, any source of funds and any due diligence.
- iii. A "senior foreign political figure" is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a non-U.S. government (whether elected or not), a senior official of a major non-U.S. political party, or a senior executive of a non-U.S. government-owned corporation. In addition, a "senior foreign political figure" includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

- iv.** An “immediate family member” of a senior foreign political figure typically includes the figure’s parents, siblings, spouse, children and in-laws.
- v.** A “close associate” of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure and includes a person who is in a position to conduct substantial U.S. and non-U.S. financial transactions on behalf of the senior foreign political figure.
- vi.** No payment or other transfer of value to the Company and no payment or other transfer of value to the Purchaser shall cause the Company Parties to be in violation of applicable U.S. federal or state or applicable laws of Gibraltar or any other non-U.S. laws or regulations, including, without limitation, anti-money laundering, economic sanctions, anti-bribery or anti-boycott laws or regulations, including, without limitation, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (“USA PATRIOT ACT”), the various statutes, regulations, guidelines and Executive Orders administered by the U.S. Department of the Treasury Office of Foreign Assets Control or the Proceeds of Crime Act 2015 of Gibraltar or any similar law enacted by the government of Gibraltar.
- vii.** No payment or other transfer of value to the Company is or will be derived from, pledged for the benefit of, or related in any way to, (A) the government of any country designated by the U.S. Secretary of State or the relevant governmental authorities of Gibraltar as a country supporting international terrorism, (B) property that is blocked under any laws, orders or regulations administered by OFAC (“OFAC Regulations”), or that would be blocked under OFAC Regulations if it were in the custody of a U.S. national, (C) persons or entities to whom U.S. nationals cannot lawfully export services, or with whom U.S. nationals cannot lawfully engage in transactions, under OFAC Regulations, or (D) directly or indirectly, any illegal activities.
- viii.** All payments or other transfer of value to the Company by the Purchaser will be made through an account (or digital wallet public address whose associated balance, either directly or indirectly, has been funded by such an account) located in a jurisdiction that does not appear on the list of boycotted countries published by the U.S. Department of Treasury pursuant to §999(a)(3) of the Internal Revenue Code (“Code”), as in effect at the time of the Purchaser’s payment or other transfer of value. If the Purchaser is, receives deposits from, makes payments to or conducts transactions relating to a non-U.S. banking institution (a “Non-U.S. Bank”) in connection with the Purchaser’s purchase of the Right, then the Non-U.S. Bank: (A) has a fixed address, other than an electronic address or a post office box, in a country in which it is authorized to conduct banking activities, (B) employs one or more individuals on a full-time basis, (C) maintains operating records related to its banking activities, (D) is subject to inspection by the banking authority that licensed it to conduct banking activities and does not provide banking services to any other Non-U.S. Bank that does not have a physical presence in any country and that is not a registered affiliate.
- ix.** The regulatory risks described in this Section 5(d) consider only United States law and Gibraltar law. The Right will also be sold outside the United States or Gibraltar, which could subject the Company Parties or the Right and the Securities (when delivered) to non-United States or non-Gibraltar legal requirements, which could be significant. Non-United States or non-Gibraltar regulation could lead to the same types of changes and outcomes described above with respect to United States regulation, and any of these outcomes would negatively

affect the value of the Right and the Securities (when delivered) and/or cause the Company Parties to cease operations. Accordingly, the Purchaser acknowledges and accepts that by entering into this Agreement and committing to subscribe for or purchase the Securities, the Purchaser has fully observed the laws of the United States, Gibraltar and the laws of jurisdiction to which the Purchaser is a resident of (in the case of non-U.S or non-Gibraltar persons), including having obtained any requisite governmental or other consent, and that you have observed any other requisite formalities and the Purchaser has not taken any action which will or may result in the Company or any of the Company's directors, officers, employees or agents acting in breach of any regulatory or legal requirement in connection with this Agreement or the Securities.

**e. Offering Documents and Other Information.**

- i. The Purchaser acknowledges that, if any differences exist between the terms and conditions of this Agreement and those of any other Offering Documents, then the terms and conditions of this Agreement supersede any contrary terms or conditions set forth in the other Offering Documents. The Purchaser has had an opportunity to (A) ask questions of and receive answers from the Company concerning the terms and conditions of this Agreement, the Offering Documents and the Securities; and (B) obtain any additional information concerning this Agreement and this Offering, the Company and any related material to the extent the Company possesses relevant information or can acquire it without unreasonable effort or expense.
- ii. The Purchaser acknowledges that in deciding to purchase the Right, the Purchaser has relied solely upon this Agreement, including all Jurisdictional Affirmations, and the Confidential Private Placement Memorandum, including the addenda thereto (the **"Private Placement Memorandum,"** together with this Agreement, the **"Offering Documents"**), (B) not any other written or oral materials provided or made to the Purchaser with respect to the Securities, and (C) independent investigations made by the Purchaser. The Purchaser is not relying and may not rely on any other marketing materials or any oral statements made by the Company or any of its representatives for purposes of making a decision to purchase the right to receive Securities pursuant to this Agreement. The Purchaser is also not relying on the Company Parties with respect to the legal, tax and other economic factors involved in his, her or its purchase of the right to receive Securities and understands that it is solely responsible for reviewing the legal, tax and other economic considerations involved with purchasing the right to receive Securities pursuant to this Agreement with its own legal, tax and other advisers.
- iii. The Purchaser understands that he, she or it is solely responsible for reviewing this Agreement and the other Offering Documents and, to the extent he, she or it believes necessary, for discussing with counsel the representations, warranties, covenants and agreements that the Purchaser is making in this Agreement.

**f. Rule 506(d) of Regulation D**

If the Purchaser is a U.S. Person, then the Purchaser is not subject to an event specified in Rule 506(d) (1) of the Act ("**Disqualifying Event**"), except for a Disqualification Event covered by Rule 506(d)(2) or (d) (3) under the Act. If the Purchaser becomes subject to a Disqualifying Event at any date after the date of this Agreement, then the Purchaser agrees and covenants to use his, her or its best efforts to coordinate with the Company to (i) provide documentation as reasonably requested by the Company related to any Disqualifying Event and (ii) implement a remedy to address the Purchaser's changed circumstances so that the changed circumstances will not affect in any way the Company's ongoing and/or future reliance on an exemption under the Act provided by Rule 506 of Regulation D. At the discretion of the Company, its remedies may include, without limitation, the transfer or sale of this Agreement. The Company may periodically request assurance that the Purchaser has not become subject to a Disqualifying Event at any time, and the Company shall understand and deem the failure by the Purchaser to respond in writing to any requests to be an affirmation and restatement of the representations, warranties, agreements and covenants in this Section 5(f).

**g. Tax Information.**

- i. The Purchaser has completed and submitted any required waiver of local privacy laws that could otherwise prevent disclosure of information to a Company Party, the United States Internal Revenue Service ("**IRS**") or any other Governmental Authority for purposes of Chapter 3, Chapter 4 or Chapter 61 of the Code (including without limitation in connection with FATCA, as defined below) or any intergovernmental agreement entered into in connection with the implementation of FATCA (an "**IGA**"), and any other documentation required to establish an exemption from, or reduction in, withholding tax or to permit the Company to comply with information reporting requirements pursuant to Chapter 3, Chapter 4 or Chapter 61 of the Code (including, without limitation, in connection with FATCA or any IGA).
- ii. The Purchaser will, within 30 days of the Purchaser's receipt of notice that the Purchaser has been issued this Agreement, provide to the Company any applicable IRS Form and any additional documentation required by the Company for purposes of satisfying the Company's obligations under the Code.
- iii. The Purchaser will (A) provide, upon request, prompt written notice to the Company, and in any event within 30 days of such request, of any change in the Purchaser's U.S. tax or withholding status, and (B) execute properly and provide to the Company, within 30 days of written request by the Company (or any other Company Party), any other tax documentation or information that may be reasonably required by the Company (or another Company Party) in connection with the operation of the Company or the Network to comply with applicable laws and regulations (including, but not limited to, the name, address and taxpayer identification number of any "substantial U.S. owner" (as defined in the Code) of the Purchaser or any other document or information requested by the Company (or another Company Party) in connection with the Company complying with FATCA and/or any IGA or as required to reduce or eliminate any withholding tax directly or indirectly imposed on or collected by or with respect to the Company), and (C) execute and properly provide to the Company, within 30 days of written request by the Company (or another Company Party), any tax documentation or information that may be requested by the Company (or any Company Party).
- iv. The Purchaser shall treat this Agreement as a forward contract for U.S. federal, state and local income tax purposes, and will not take any position on any tax return, report, statement

or other tax document that is inconsistent with such treatment, unless otherwise required by a change in law or regulation occurring after the date hereof, a closing agreement with an applicable tax authority or a final non-appealable judgment of a court of competent jurisdiction.

- v. The Purchaser further consents to the reporting of the information provided pursuant to this Section 5(g), in addition to certain other information, including, but not limited to, the value of the Purchaser's purchase of this Agreement to the IRS or any other Governmental Authority if the Company is required to do so under FATCA.
- vi. As used in this Agreement, "**FATCA**" means one or more of the following, as the context requires: (A) Sections 1471 through 1474 of the Code and any associated legislation, regulations or guidance, or similar legislation, regulations or guidance enacted in any other jurisdiction which seeks to implement equivalent tax reporting, financial or tax information sharing, and/or withholding tax regimes, (B) any intergovernmental agreement, treaty or any other arrangement between one jurisdiction and any of the United States or any other jurisdiction (including between any government bodies in each relevant jurisdiction), entered into to facilitate, implement, comply with or supplement the legislation, regulations or guidance described in the foregoing clause (A), and (C) any legislation, regulations or guidance implemented in a jurisdiction to give effect to the foregoing clauses (A) or (B).
- vii. By executing this Agreement, the Purchaser understands and acknowledges that (A) the Company (or any other Company Party) may be required to provide the identities of the Purchaser's direct and indirect beneficial owners to a Governmental Authority, and (B) the Purchaser hereby waives any provision of law and/or regulation of any jurisdiction that would, absent a waiver, prevent the Company from compliance with the foregoing and otherwise with applicable law as described in this Section 5.

## 6. Indemnification.

- a. Indemnification. PLEASE READ THIS INDEMNIFICATION PROVISION CAREFULLY BECAUSE IT GRANTS EACH INDEMNIFIED PARTY (AS DEFINED BELOW) RECOURSE AGAINST THE PURCHASER. The Purchaser acknowledges that he, she or it understands the meaning and legal consequences of the representations and warranties contained in this Agreement and, except as otherwise agreed to in writing with the Company, hereby agrees to indemnify, defend and hold harmless the Company Parties, and each other person, if any, who controls, is controlled by, or is under common control with any of the foregoing (each, an "Indemnified Party") from and against any and all loss, claim, damage, liability or expense whatsoever (including reasonable attorneys' fees and disbursements) due to or arising out of or based upon (i) any inaccurate representation or warranty made by the Purchaser, or breach or failure by the Purchaser to comply with any covenant or agreement made by the Purchaser in this Agreement (including the Purchaser's tax forms) or in any other document furnished by the Purchaser to any of the foregoing in connection with this Offering and the transaction related thereto, (ii) any action for securities, commodities, or money transmission law violations instituted by the Purchaser that is finally resolved by judgment against the Purchaser, (iii) any action instituted by or on behalf of the Purchaser against an Indemnified Party that is finally resolved by judgment against the Purchaser or in favor of an Indemnified Party, or (iv) any taxes (other than any net income taxes of the Company that result from the delivery of Securities to the Purchaser pursuant to Section 1 associated with or arising from the Purchaser's purchase of the right to receive Securities hereunder or the sale of Securities.

- b. Third-Party Beneficiaries. Each Indemnified Party is an intended third-party beneficiary of this Agreement. The remedies provided in this Section 6 shall be cumulative and shall not preclude the assertion by any Indemnified Party of any other rights or the seeking of any other remedies against the Purchaser.
- c. No Waiver. Notwithstanding the foregoing, nothing contained in this Agreement shall constitute a waiver by the Purchaser of any of his, her or its legal rights under applicable U.S. federal securities and commodities laws or any other laws whose applicability is not permitted to be contractually waived.

## 7. Limitation of Liability.

PLEASE READ THIS SECTION 7 CAREFULLY BECAUSE IT LIMITS THE SCOPE OF THE COMPANY'S LIABILITY IN CONNECTION WITH THIS AGREEMENT.

- a. Limitation of Liability. To the fullest extent permitted by applicable law: (i) in no event will the Company or any of the Company Parties be liable for any indirect, special, incidental, consequential, or exemplary damages of any kind (including, but not limited to, where related to loss of revenue, income or profits, loss of use or data, or damages for business interruption) arising out of or in any way related to this Agreement or this Offering, regardless of the form of action, whether based in contract, tort (including, but not limited to, negligence, whether active, passive or imputed), or any other legal or equitable theory (even if the party has been advised of the possibility of these damages and regardless of whether these damages were foreseeable); and (ii) in no event will the aggregate liability of the Company and the Company Parties, jointly and not severally, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), or other theory, arising out of or relating to this Agreement or this Offering exceed the amount the Returned Total Purchase Amount. Notwithstanding anything to the contrary in this Agreement, if a Dissolution Event occurs, then the Purchaser's receipt of the Returned Total Purchase Amount will be the Purchaser's sole and exclusive remedy.
- b. Other Jurisdictions. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section 7 may not apply to the Purchaser.

## 8. Dispute Resolution & Arbitration.

PLEASE READ THIS SECTION 8 CAREFULLY BECAUSE IT REQUIRES THE PURCHASER TO ARBITRATE DISPUTES AND CLAIMS WITH THE COMPANY AND LIMITS THE MANNER IN WHICH THE PURCHASER CAN SEEK RELIEF FROM THE COMPANY.

- a. Binding Arbitration. All disputes, claims, suits, or controversies arising out of or in any way connected with this Agreement (collectively, "Disputes") shall be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("Rules") by one (1) (or if either party so requests, then by a panel of three (3)) arbitrators appointed in accordance with the Rules, and each of Purchaser and the Company waives his, her or its respective rights

to have any and all Disputes resolved in a court; provided, however, that this Agreement to arbitrate does not extend to 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. The Company and the Purchaser waive their respective rights to a jury trial. In accordance with Article 30(3)(b) of the Rules of Arbitration of the International Chamber of Commerce, the parties hereby agree to opt out of the Expedited Procedure Rules (as defined in Article 30) such that the Expedited Procedure Rules shall not apply in relation to any Dispute, irrespective of the amount in dispute. The language of the arbitration shall be English. The arbitration proceedings and decision of the arbitrator(s) shall be kept confidential (and may not be disclosed) by the parties or the arbitrator(s) except to the extent necessary to compel any award made by the arbitrator(s).

**b.** Location. The location of the arbitration shall be in Gibraltar; provided, however, that if Gibraltar is determined to be unconscionably inconvenient such that it cannot be enforced as the arbitral location, then the arbitral location shall be the first of the following cities that would not render this arbitration provision unconscionably inconvenient and unenforceable (e.g., if both Dublin and Berlin are enforceable, then Dublin):

**i. Los Angeles, California, USA;**

**ii. Seattle, Washington, USA;**

**iii. Vancouver, Canada;**

**iv. Dublin, Ireland;**

**v. Berlin, German; then**

**vi. Hong Kong, China.**

**c.** No Class Arbitrations, Class Actions or Representative Actions. Any Dispute will be resolved solely through individual arbitration 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.

**d.** 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 the Company shall be sent by email to the email address designated in the signature block below of the respective parties. The Purchaser's notice must include (i) the 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 the Purchaser and the Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either party may, as appropriate and in accordance with this Section 8, submit a request for arbitration in accordance with this clause or, only to the extent specifically provided for in Section 8(a), file a claim in court.

- e. Authority of Arbitrator(s). As limited by the Rules and this Agreement, the arbitrator(s) 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(s) do not have the authority to conduct a class arbitration or a representative action, which is prohibited by this Agreement, or to award punitive damages or any other damages that are not compensatory. The arbitrator(s) 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.
  
- f. Severability of Dispute Resolution; Arbitration. If Section 8(c) is held invalid or unenforceable, this Section 8, in its entirety, will cease to apply, and the parties will not be obligated to arbitrate any Disputes.

## 9. Payment Instructions.

The Company will accept payment under this Agreement in U.S. dollars, bitcoin (BTC) or ether (ETH), and the Purchaser shall make that payment in accordance with the procedures to be provided by the Company to the Purchaser. The Total Purchase Amount shall be deemed to be in U.S. dollars. If the Purchaser completes the purchase hereunder in U.S. dollars, then the Total Purchase Amount shall be the amount of U.S. dollars paid by the Purchaser. If the Purchaser completes the purchase hereunder in bitcoin (BTC) or ether (ETH), then the Total Purchase Amount shall be the U.S. dollar amount at which the bitcoin (BTC) or ether (ETH) is converted by Coinme Inc. or such other custodian as the Company may engage from time to time on behalf of the Company (the **"Applicable Exchange Rate"**), which conversion is expected to occur within twenty-four (24) hours of the time of the Purchaser's payment.

## 10. Monthly Yield.

Each TurnCoin shall entitle its holder to receive on a monthly basis one one billionth of the gross revenues received by the Company during such month, provided however, that the Company may take administrative actions to facilitate the functionality and convenience of the payment process. Holders of TurnCoin will be required to create an account, inclusive of provision to the Company of personal information sufficient to allow the Company to satisfy legal compliance requirements, including reporting of distributions for tax purposes, and performance of applicable know your customer and anti-money laundering processes.



## 11. Miscellaneous.

- a. Entire Agreement. The Offering Documents constitute the entire agreement between and understanding of the parties hereto relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings and agreements, whether oral or written, between them.
- b. Amendment. Any provision of this Agreement may be amended, waived or modified only upon the written consent of (i) the Company and the Purchaser or (ii) the Company and the purchasers (including the Purchaser) having invested a majority of the amounts prepaid with respect to this Agreement and all Third-Party Agreements outstanding at the time of the amendment, waiver or modification.
- c. Notices and Electronic Delivery. Any notice required or permitted by this Agreement will be deemed sufficient when sent by electronic mail to the relevant address listed on the signature page, as subsequently modified by written notice. The Company Parties, each at his, her or its sole and absolute discretion, may provide any notices or other communications given or made to the Purchaser and deliver to the Purchaser (or the Purchaser's designated agents) any communications relating to any Company Party or otherwise relating to this Agreement or contemplated under the Private Placement Memorandum (collectively, "Disclosures") in electronic form, such as via email or posting to a password protected website. The Company Parties will send emails to the email address that the Purchaser has included on the signature page hereto. If an email notification is undeliverable, then delivery of the notice is not required to be made to the Purchaser's postal mail address of record except as otherwise required by law. When permitted by law, the Company Parties reserve the right to post communications on their respective websites without providing notice to the Purchaser. The Purchaser agrees that all Disclosures provided to the Purchaser via email notification or the Company's website will be deemed to have been good and effective delivery to the Purchaser when sent or posted, regardless of whether the Purchaser actually or timely receives or accesses the email or posted notification. The Purchaser consents to electronic delivery as described herein, unless and until the Purchaser revokes his, her or its consent and/or waiver in writing to the Company. The Purchaser acknowledges that email messages are not secure and may contain computer viruses or other defects, may not be accurately replicated on other systems, or may be intercepted, deleted or interfered with, with or without the knowledge of the sender or the intended recipient. The Purchaser also acknowledges that an email from a Company Party may be accessed by recipients other than the Purchaser and may be interfered with, may contain computer viruses or other defects and may not be successfully replicated on other systems. The Purchaser understands that if he, she or it has any doubts about the authenticity of an email purportedly sent by the Company Parties, the Purchaser should contact the purported sender immediately. The Purchaser agrees to be bound by any affirmation, assent or agreement that the Purchaser transmits to the Company or its affiliates by computer or other electronic device, including internet, telephonic and wireless devices, including, but not limited to, any consent the Purchaser gives to receive communications from the Company or any of its affiliates solely through electronic transmission. The Purchaser agrees that when an authorized representative of the Purchaser clicks on an "I Agree," "I Consent," or other similarly worded button or entry field with such representative's mouse, keystroke or other device, the Purchaser's agreement or consent will be legally binding and enforceable against the Purchaser and will be the legal equivalent of the handwritten signature of an authorized representative of the Purchaser on an agreement that is printed on paper. The Purchaser agrees that the Company and any of its affiliates may send the Purchaser electronic copies of any and all communications associated with this Agreement.

- d.** Assignment. Neither this Agreement nor the rights contained herein may be assigned in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party; provided, however, that the Company may assign this Agreement in whole, without the consent of the Purchaser, (i) to any affiliate of the Company or (ii) in connection with a reincorporation to change the Company's domicile, a merger of the Company with and into another entity or a sale of all or substantially all of the assets of the Company.
- e.** No Partnership. Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall constitute, or be deemed to constitute, a partnership, association, joint venture or other cooperative entity between any of 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.
- f.** Representation. Each party acknowledges that Zuber Lawler LLP ("Zuber Lawler"), outside counsel to the Company, may have in the past represented or may now or in the future represent one or more of the Purchasers or their affiliates in matters unrelated to this Offering, including representation of the Purchasers or their affiliates in matters of a similar nature to this Offering. The applicable rules of professional conduct require that Zuber Lawler inform the parties of this representation and obtain their consent. Zuber Lawler has served as outside counsel to the Company and has negotiated the terms of this Offering solely on behalf of the Company. The Company and the Purchaser hereby (i) acknowledge that they have had an opportunity to ask for and have obtained information relevant to the representation, including disclosure of the reasonably foreseeable adverse consequences of the representation; (ii) acknowledge that with respect to this Offering, Zuber Lawler has represented solely the Company, and not the Purchaser or any member, manager or employee of the Company or the Purchaser; and (iii) give their informed consent to Zuber Lawler's representation of the Company in this Offering.
- g.** Governing Law; Consent to Jurisdiction; Venue and Service of Process. This Agreement shall be governed by, and construed in accordance with, the laws of Gibraltar. The sole and exclusive jurisdiction and venue for resolving disputes, whether by arbitration or otherwise, arising under or otherwise concerning this Agreement shall be Gibraltar. Each Party hereby submits to the jurisdiction of the courts and any applicable arbitral body located within Gibraltar with respect to any action or legal proceeding concerning this Agreement and irrevocably waives any objection concerning the jurisdiction or venue of any such action or proceeding brought in such courts or arbitral body or that such courts or arbitral body are an inconvenient forum. The Purchaser irrevocably appoints the person set forth in the signature block of the Purchaser (the "Process Agent") with its address at the address set forth below that signature block as its agent to receive, for it and on its behalf, service of process in Gibraltar in any legal action or proceedings arising out of or in connection with this Agreement. Items served at this address must be marked for the personal attention of the Process Agent. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Purchaser). If for any reason the process agent ceases to be able to act as such or no longer has an address in Gibraltar, the Purchaser irrevocably agrees to appoint a substitute process agent acceptable to the Purchaser, and to deliver to the Purchaser a copy of the new process agent's written acceptance of that appointment, within thirty (30) days.
- h.** Interpretation. Sections and other headings contained in this Agreement are for reference only and are not intended to describe, interpret, define or limit the scope or intent of this Agreement. References in this Agreement to Sections are references to sections of this Agreement unless specifically provided otherwise.

- i.** Survival. The representations and warranties of the Purchaser in, and the other provisions of, this Agreement shall survive the execution, delivery expiration or termination of this Agreement.
- j.** Severability. If any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or if any one or more of the provisions of this Agreement operate or would prospectively operate to invalidate this Agreement, then and in that event, those provision(s) only will be deemed null and void and will not affect any other provision of this Agreement and the remaining provisions of this Agreement will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.
- k.** Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the date first above written.

**COMPANY**

**TurnCoin LTD.**

\_\_\_\_\_

Name: Rudolf Markgraaff

Title: Director

Email: rudolf@turncoin.io

Address: Line Secretaries Limited, 57/63 Line Wall Road, GX11 1AA, Gibraltar.

**PURCHASER**

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

Entity (if any): \_\_\_\_\_

Title (if any): \_\_\_\_\_

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

Tel: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**TURNCOIN®**

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