

Token Purchase and Delivery Agreement

(this "**Agreement**")

between

Shenzhen Heleyi Internet Information Consultant Co., Ltd.
1st Floor, Building 13,
Yijingyuan, Yixin Community,
Pingdi Street, Longgang District, Shenzhen
China

"Seller"

And

Each person or entity having agreed to purchase TimeCoins from the Seller via the
homepage <https://timecoinprotocol.com/sale>

"Buyer"

(Sellers and Buyer each a "**Party**"
collectively the "**Parties**")

regarding
the sale, purchase and delivery of tokens of
the Company

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WHEREAS

- A. TimeTicket GmbH (the "**Company**") is a company limited by shares with its registered seat in Zug (registered under registration number CHE-195.750.790 with the Commercial Register of the Canton of Zug), Switzerland, with a share capital of CHF 20'000.-, divided into 200 fully paid-up registered shares with a nominal value of CHF 100.- each.
- B. The Company's core business consists of the development of a blockchain-based protocol ("**TCP**") and a platform built on top of the protocol for the benefit of the Gig- economy ("**Platform**") and the provision of services related thereto (hereinafter the "**Business**"). In connection with the Business, the Company issued TimeCoin tokens to be used as means of payment for services consumed over the Platform (the "**Tokens**") pursuant to a Token Generation Event (the "**Token Generation Event**") which occurred on November 11th 2020 (the date of the release of the Tokens in the Token Generation Event is hereinafter referred to as the "**Release Date**"). The Tokens can be used on the Platform as means of payment as described in the Company's White Paper, which is attached hereto as Annex B.
- C. The Seller has acquired a number of Tokens from the Company, which it is now offering and selling to the public through its platform ("**EO**") within a certain period ("**Offering Period**"), whereby the Seller reserves the right to shorten or extend the Offering Period.
- D. Seller intends to sell and deliver Tokens to Buyer and Buyer intends to buy Tokens pursuant to the provisions of this Agreement.
- E. For purposes of this Agreement, capitalized terms shall have the meanings set forth in Annex E.

NOW, THEREFORE, the Parties agree as follows:

1. Sale and Purchase of Tokens

Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and deliver to Buyer and Buyer agrees to buy from Seller the number of Tokens: the purchase price specified by the Buyer through the homepage <https://timecoinprotocol.com/sale> (incl. value added tax, if applicable) divided by a unit price specified on the homepage <https://timecoinprotocol.com/sale> ("**Sale Tokens**").

2. Purchase Price

Buyer will pay in accordance with Section 3 the purchase price specified by the Buyer through the homepage <https://timecoinprotocol.com/sale> (incl. value added tax, if applicable) (hereinafter the "**Purchase Price**").

3. Payment Terms

The Purchase Price shall be paid within 10 days after the date of the application of the Buyer to purchase the Sale Tokens via the homepage <https://timecoinprotocol.com/sale>.

4. Payment Details

Any payment from the Buyer to the Seller under this Agreement shall be made to the wallet specified by the Seller following the application to purchase the Sale Tokens by the Buyer.

5. Lockup Period

The Buyer hereby agrees that a lockup shall apply to the Buyer. Lockup period shall be divided into four parts and the buyer will receive 25% of the Sale tokens on each unlocking date (the "**Unlocking Date**").

6. Delivery of Tokens

Subject to the Buyer having paid the Purchase Price as specified in Section 3 above, the Seller shall deliver a certain amount of the Sale Tokens to the Buyer by transferring them to the wallet specified by the Buyer on each unlocking date as specified in Section 5. Thereby, the Seller shall execute all actions or documents required for the transfer of legal ownership in the Sale Tokens to the Buyer.

7. Exclusion of Representations and Warranties / Liability

To the extent permitted by law, all representations, and warranties with regard to the Sale Tokens and any liability with regard thereto are herewith excluded. In particular, and without limiting the foregoing, the Buyer acknowledges and agrees that the Seller is not representing or warranting any particular feature of a Token, the successful operation of the Platform, the success of the Business, and is not making any forward-looking statement or prediction.

The Buyer herewith waives any and all claims related to misrepresentations or breaches of warranties it may have under the applicable law.

8. Covenants of Buyer

Buyer confirms and covenants that it satisfies all legal and regulatory requirements to complete the transactions contemplated by this Agreement and that it is not precluded from entering into this Agreement. In any case, the Buyer acknowledges and is aware that it is the Buyer's own responsibility to be informed about all legal and regulatory requirements in connection with the transaction contemplated in this Agreement.

In particular, the Buyer confirms that it is not a resident of a list of exempted countries (the "**List of Exempted Countries**") and that it is not purchasing the Sale Tokens on behalf of a person that resides in any of these countries.

9. Miscellaneous

9.1. Confidentiality

9.1.1. With Respect to this Agreement

The Parties undertake to respect strict confidentiality as regards the terms of this Agreement, and to abstain from disclosing its contents to any third party without prior written approval of the other Party; provided, however, that each Party remains free to disclose the terms of this Agreement to the extent necessary to fulfil the terms and conditions of this Agreement and to any tax, judicial or other regulatory authority.

9.1.2. Public Announcements

The Parties acknowledge and agree that the Company will disclose the aggregate number of Tokens sold prior to the Release Date and aggregate amount received as consideration for such Tokens, but not the identity of the Buyer without the Buyer's prior written consent.

9.2. Notices

Any notice to be given to the other Party in accordance with this Agreement, shall be in writing and shall be mailed either by registered mail, e-mail or courier, addressed as follows:

If to **Buyer**:

To the address and e-mail provided by the Buyer via its application for the purchase of the Sale Tokens.

If to **Seller**:

To the address stated on the first page of this Agreement, attn. Mr. Ma Yunfu, e-mail: forestingchan@gmail.com

Each Party may at any time change its address by giving notice to the other Party in the manner described above. Notices given to Sellers shall be considered valid if delivered or sent to the address stipulated above.

9.3. No Waiver

The failure of any of the Parties to enforce any of the provisions of this Agreement or any rights with respect thereto shall in no way be considered as a waiver of such provisions or rights. The waiver of any breach of this Agreement by any party hereto shall not operate to be construed as a waiver of any other prior or subsequent breach.

9.4. Entire Agreement

This instrument embodies the entire agreement between the Parties hereto with respect to the purchase and delivery of the Sale Tokens and there have been and are no arrangements or warranties between the Parties other than those set forth or provided for herein.

9.5. Amendment

This Agreement may be modified or amended only by written agreement of the Parties and any provision hereof may be waived only by a document signed by the Party waiving such provision.

9.6. Costs

Except as otherwise agreed each of the Parties hereto shall bear its own costs, expenses (including, without limitation, Taxes) and fees in connection with this Agreement and anything done pursuant to it.

9.7. Severability

If any provision of this Agreement is unenforceable or invalid, such provision shall be replaced by such valid and enforceable provision which bona fides parties consider to match as closely as possible the invalid or unenforceable provision, attaining the same or a similar economic effect. The same principles shall apply *mutatis mutandis* in case of any gaps or omissions. The remaining provisions of this Agreement shall continue to be binding and in full force and effect.

9.8. Governing Law

This Agreement and any disputes which may arise out of and/or in connection with it shall in all respects be governed by and construed in accordance with the **substantive laws of China**.

9.9. Venue

All disputes arising out of or in connection with this Agreement, including disputes on its conclusion, binding effect, amendment, and termination, shall be resolved by the ordinary courts at the registered domicile of Seller at the time of concluding this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on the date the Seller accepts the application of the Buyer to purchase the Sale Tokens via the homepage <https://timecoinprotocol.com/sale>, whereby the Parties acknowledge and agree that the Buyer will not sign this agreement but consents to it by submitting the application to purchase Sale Tokens via the homepage <https://timecoinprotocol.com/sale>.

Seller: Shenzhen Heleyi Internet Information Consultant Co., Ltd.

Ma Yunfu

CEO

Buyer

The Buyer consents to this Agreement by submitting the application to purchase Sale Tokens via the homepage <https://timecoinprotocol.com/sale>.

Table of Annexes

Annex B	White Paper https://www.timecoinprotocol.com/doc/whitepaper.pdf
Annex E	Defined Terms

Defined Terms

Agreement	This token purchase and delivery agreement, executed and binding, including its Recitals and Annexes.
Annex	Any written instrument with reference to a specific Section of, mentioned as such in, and attached to this Agreement.
Business	As defined in the Recitals.
Business Day	Means any day on which banks in Zurich are open for business. All references to time are to Swiss time.
Buyer	As defined on the cover page.
Company	As defined on the cover page.
CO	Swiss Code of Obligations.
List of Exempted Countries	Means these countries: the US, or other countries which are prohibited to purchase cryptocurrency such as TimeCoin.
Party/Parties	Sellers and/or Buyer, as the context requires.
Platform	As defined in the Recitals.
Purchase Price	As defined in Section 2.
Release Date	As defined in the Recitals.
Sale Tokens	As defined in Section 1.
Section	A section of this Agreement.
Seller	As defined on the cover page.
Tax or Taxes	All tax liabilities, including income taxes (personal or corporate), capital taxes, stamp duties (both on the issuance and on the transfer of securities), gains taxes, withholding taxes, value added taxes, social securities contributions and the like and all other taxes, duties, levies or imposts payable to any competent taxing authority in any jurisdiction, as well as any interest, penalties, costs and expenses reasonably related thereto.
Token/Tokens	As defined in the Recitals.
Unlocking Date	1st unlocking date: 30 days after the end of the Offering Period. 2nd unlocking date: 60 days after the end of the Offering Period. 3rd unlocking date: 90 days after the end of the Offering Period. 4th unlocking date: 120 days after the end of the Offering Period.
White Paper	The white paper regarding the Tokens, the Platform and the Token Generation Event referred to in the Recitals.