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**TOKEN PURCHASE AGREEMENT**

**BY AND AMONG**

**STRYKING ENTERTAINMENT GMBH  
(as “Seller”)**

**AND**

**THE PURCHASERS PARTY HERETO**

**Dated as of June/July 2018**

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**Each Purchaser is strongly encouraged to seek legal, financial, and tax advice regarding their individual circumstances and objectives in determining whether to enter into this Token Purchase Agreement and purchase Tokens.**

# IMPORTANT SUMMARY INFORMATION

*(All capitalized terms used as defined below)*

The Tokens sold to you under this Agreement are not designed as an investment product. The Token holder will not receive any financial returns on the Tokens. The Tokens should not be purchased for speculative or investment purposes with the expectation to make a profit on resale.

The Tokens sold to you under this Agreement are sold “as is”, *i.e.* merely as cryptographic tokens based on the Ethereum ERC-20 specifications that have no intrinsic value. They do not entail any further use, value, attribute, functionality, or rights. In particular, the **Tokens do not entail any rights or claims** against or regarding the Seller. For example, you or any subsequent holder of the Tokens do not have any claim against the Seller to develop certain features of the Football-Stars platform, or to grant you or any subsequent holder access to such features if they are developed. Please see clause 2 of this Agreement for more details.

This Agreement **only entitles you to receive, hold, and transfer the Tokens** (subject to the terms of this Agreement, in particular subject to the **restrictions regarding the sale and transfer** to U.S. Persons as described in clause 3). You also have the rights prescribed by law, including general warranty rights.

The Seller intends to use the proceeds from the Token Sale Event to inter alia develop certain further features of the Football-Stars platform. However, while the Seller intends to eventually accept the Tokens as a means of exchange for certain features provided on the Football-Stars platform in the future, access to these features is subject to a separate agreement with the Seller if and once they are available. **Neither the Tokens nor this Agreement obligate the Seller to accept the Tokens** as a means of exchange.

Unless expressly specified otherwise, the features and technologies described in the Whitepaper are under development and not currently deployed. It is uncertain whether the intended features on and of the Football-Stars platform will ever be developed or succeed. Due to, *inter alia*, the factors set out in the **Appendix** (Risk Factors) of this Agreement, **whether the Tokens will ever have any utility or value is uncertain**. In particular, it is uncertain whether the Tokens will ever be usable *vis-à-vis* any third parties. It is also uncertain whether the Token will ever be traded on an exchange. Among others, there are considerable legal regulatory risks that might prevent such trading to ever occur.

For these and other reasons **purchasing Tokens is subject to significant uncertainties** and you should carefully consider whether to purchase Tokens.

For further information on the Seller, the Tokens and the Token Sale Event, please refer to the Whitepaper, available at [www.strykz.io](http://www.strykz.io).

This Token offering is not directed at and Tokens will not be sold to persons in any jurisdiction to or in which offering, purchasing, possessing, selling, transferring or using the Tokens is prohibited, or which requires entities engaged in token sales or token offerings to be registered or licensed, to seek any consent or approval, or to make any filing. In particular, this Token offering is not directed at and Tokens will **not be sold to U.S. Persons** (as described in clause 3) and **not to persons physically present or residing in the People’s Republic of China**.

## TOKEN PURCHASE AGREEMENT

THIS TOKEN PURCHASE AGREEMENT (“Agreement”) is made in June/July 2018 between Stryking Entertainment GmbH, a German limited liability company having its registered office at Hessische Strasse 11, 10115 Berlin, Germany, and registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Berlin Charlottenburg under HRB 139549 (“Seller” or “Stryking”), and the purchaser (“Purchaser”). Each of the Seller and the Purchaser are being referred to as a “Party”.

The Seller’s website: [www.stryking.com](http://www.stryking.com); [www.strykz.io](http://www.strykz.io);

the Seller’s email address: [info@strykz.io](mailto:info@strykz.io);

the Seller’s phone number: +49.30.609.85.83.70

### PREAMBLE

- (A) Stryking owns and operates an online fantasy sports platform known as “Football-Stars” (the “Platform”). Stryking plans to develop and augment the Platform as described in the Seller’s whitepaper (the “Whitepaper”, available at [www.strykz.io](http://www.strykz.io)) in order to incentivize users to contribute content to the Platform, and to provide users with new features, including user-generated challenges, early access to new features, “follow-the-best” feature, virtual fan items and other features as further described in the Whitepaper (the “Token-Enabled Features”).
- (B) Stryking intends to introduce digital tokens (the “STRYKZ” or “Tokens”) as a form of in-game tokens on the Platform. The Tokens are based on the Ethereum ERC-20 specifications.
- (C) The Tokens are planned to be usable as a means of exchange for transactions with Stryking relating to the Token-Enabled Features on the Platform. However, the Tokens do not entail any right or claim of the Purchaser against Stryking in relation to the Token-Enabled Features. Any potential future use of the Tokens on the Platform will require prior registration of an account on the Platform, and will be governed by separate terms and conditions.
- (D) Stryking’s longer-term objective is to scale the technology underlying the Platform for platform-as-a-service and white label offerings to third parties. Whether the STRYKZ Tokens will be usable *vis-à-vis* the platform operators in those implementations is unclear at the date of this Agreement.
- (E) The Token-Enabled Features, potential uses of the Tokens, and expansion of the Platform (platform-as-a-service or white label offering), and any other intended augmentations are not yet developed.
- (F) The Seller intends to offer the Tokens in a token sale event (the “Token Sale Event”). A total of 1.112.500.00 Tokens have been created and will be allocated as described in the Whitepaper. Some of these Tokens have already been sold in a private presale. The Seller will use the proceeds from the Token Sale Event for the further development of the Platform.
- (G) The purchase process is to be conducted through the website [www.strykz.io](http://www.strykz.io) (the “ICO Website”) operated by the Seller.

- (H) The Token Sale Event is to be conducted in different phases, the “Super Early Access” phase starting 27 June 2018 at 12:00 noon CEST and ending 28 June 2018 at 11:59 a.m. CEST, the “Early Access” phase starting 28 June 2018 at 12:00 noon CEST and ending 29 June 2018 at 11:59 a.m. CEST, and the “Public Sale” phase starting 29 June 2018 at 12:00 noon CEST and ending 29 July 2018 at 11:59 a.m. CEST.
- (I) The Seller intends to sell and the Purchaser intends to purchase from the Seller one or more Tokens on the terms set out herein and in the other Offering Materials. For purposes of this Agreement, “Offering Materials” shall collectively mean this Agreement, including all appendices hereto, and the Whitepaper.

IT IS AGREED THAT:

## 1. TOKEN PURCHASE

- 1.1 **Order process, offer and acceptance.** Token purchases can be made through the guided process on the ICO Website. The text of this Agreement will be available on the ICO Website during the Token Sale Event, but no more after the Token Sale Event has ended. After registration on the ICO Website and after providing certain information on the desired Token amount and payment method, the Purchaser may request payment details. Such request does not yet constitute a binding offer by the Purchaser. Only making the corresponding payment to the Seller will constitute a binding offer by the Purchaser to purchase Tokens against payment of the purchase price and on the terms of this Agreement. The Seller accepts the offer only if and when the Seller causes delivery of the Tokens to the Purchaser pursuant to this Agreement. No act prior to delivery of Tokens, including publication of the offer on any website or an email confirming receipt of the Purchaser’s order, shall be construed as the Seller’s acceptance of the Purchaser’s offer to purchase Tokens, or as an offer by the Seller to sell Tokens.
- 1.2 **Purchase price.** The price per Token is 0.0001 Ether (“ETH”).
- 1.3 **Purchase.** The Purchaser shall purchase Tokens in the quantity specified during the guided process on the ICO Website (the “Purchased Tokens”) at the purchase price set out above (the aggregate price for all Purchased Tokens the “Purchase Price”). Tokens may be purchased in fractions up to 18 decimal places. During Super Early Access, the Purchaser shall receive a bonus of free Tokens in an amount of 15% of the Purchased Tokens; during Early Access, the Purchaser shall receive a bonus of free Tokens in an amount of 10% of the Purchased Tokens (each the “Bonus Tokens”).
- 1.4 **Payment.** The Purchaser shall pay the Purchase Price in ETH or its equivalent in EUR/USD, exclusive of any transaction fees or costs according to the procedure set out in the guided process on the ICO Website (the “Payment”). Payments in ETH must be made from an ERC 20 compatible wallet, and must not be made from an exchange wallet (such as Kraken etc.). For Payments in EUR/USD, the applicable exchange rate will be determined by the Seller and notified to the Purchaser in the guided process on the ICO Website.
- 1.5 **Delivery of Token.** The Purchased Tokens and the Bonus Tokens will be delivered within thirty (30) days after the Token Sale Event has ended. The Tokens will be sent to the wallet address

provided by the Purchaser on the ICO Website. The Seller does not accept any liability if Tokens cannot be delivered because the Purchaser's wallet is not ERC 20 compatible.

- 1.6 **Cancellation of Token sale, rejection of order.** The Seller may at any time prior to delivery of the Tokens suspend or cancel the sale of the Tokens or refuse the Purchaser's order for any reason, including without limitation if the Purchaser does not pass certain know-your-customer, anti-money laundering or counter-terrorist financing checks to the satisfaction of the Seller. If at that time the Seller has already received the Payment it will be refunded.

## **2. THE TOKENS - NO RIGHTS ATTACHED TO TOKENS**

- 2.1 The Tokens are cryptographic tokens based on the Ethereum ERC-20 specifications. They do not entail any further use, value, attribute, functionality, or rights.

- 2.2 This Agreement provides the Purchaser only with the right to receive, hold, and transfer the Tokens, subject to the terms of this Agreement.

- 2.3 This Agreement and possessing the Tokens once they are delivered by the Seller to the Purchaser do not entail any other rights against or in relation to the Seller, and in particular do not:

- (a) provide the Purchaser with, and the Purchaser shall have no, rights of any form with respect to the Seller or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial, legal or governance rights;
- (b) constitute a loan to the Seller;
- (c) provide the Purchaser with, and the Purchaser shall have no rights to, any ownership or other interest in the Seller;
- (d) provide the Purchaser with a right to be repaid the purchase price of the Tokens or to redeem the Tokens;
- (e) provide the Purchaser with any right to receive any goods or services, including a claim against Stryking to develop, to maintain or to grant access to the Football-Stars platform or its features; and
- (f) provide the Purchaser with a claim against the Seller that the Seller accept Tokens as a means of exchange.

- 2.4 The Tokens are not guaranteed or secured by any person, asset, entity, organisation, scheme, venture or project, including the issuer, in any way.

- 2.5 The Seller is under no obligation to issue replacement tokens in the event that any Token or private key is lost, stolen, malfunctioning, destroyed or otherwise inaccessible for any reason, unless the Seller is responsible for such a reason.

## **3. RESTRICTIONS ON TRANSFER**

- 3.1 There are substantial restrictions on the transferability of the Tokens, and there may never be a public market for the Tokens available to the Purchaser. The Purchaser further acknowledges that the Tokens will not be registered under the U.S. Securities Act of 1933, as amended

(“Securities Act”), and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements of the Securities Act. This means that holders of the Tokens may not transfer the Tokens to any “U.S. person,” within the meaning of Rule 902(k) under the Securities Act unless such transfer relies on a valid exemption in compliance with the Securities Act.

“U.S. person” means:

- (i) a natural person resident in the United States;
- (ii) a partnership or corporation organized or incorporated under the laws of the United States;
- (iii) an estate of which any executor or administrator is a U.S. person;
- (iv) a trust of which any trustee is a U.S. person;
- (v) an agency or branch of a foreign entity located in the United States;
- (vi) a non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person;
- (vii) a discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; and
- (viii) a partnership or corporation if (A) organized or incorporated under the laws of any foreign jurisdiction; and (B) formed by a U.S. person principally for the purpose of investing in securities not registered under the Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in § 230.501(a)) who are not natural persons, estates or trusts.

3.2 The Purchaser acknowledges and is aware that any disposition of any Token may constitute engaging in a “virtual currency” business requiring a licence under the Laws of New York or any other state or country.

#### **4. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

The Purchaser represents and warrants to the Seller on the terms set out in clauses 4.1 to 4.4.

##### **4.1 Residence.**

- (a) The Purchaser (1) does not reside; (2) is not located; (3) does not have a place of business; and (4) is not conducting business (any of which makes the Purchaser a “Resident”) in the state of New York, China, or in any jurisdiction in which purchasing, possessing, selling, transferring or using the Tokens is prohibited by any applicable statutes, laws (including common law), ordinances, rules, regulations, codes, orders (including any temporary, preliminary or permanent order, judgment, injunction, decree, ruling or other similar event or action), and government or regulatory agency orders or guidance (collectively, “Laws”).
- (b) The Purchaser is not a Resident of any state or country: (i) that requires entities engaged in token sales or token offerings to be registered or licensed, to seek any consent or

approval, or to make any filing; or (ii) where the sale or purchase of the Tokens pursuant to this Agreement would be unlawful.

- (c) The Purchaser is not a Resident of the United States or a “U.S. person” within the meaning of Rule 902(k) under the Securities Act (as further described above).

#### 4.2 **Authorization; No Conflict.**

- (a) If the Purchaser is an individual:
  - (i) this Agreement and each other document entered into by the Purchaser in connection with the entry into this Agreement constitute (or shall constitute when executed) valid, legal and binding obligations on the Purchaser; and
  - (ii) the Purchaser is not bankrupt or unable to pay his debts as they fall due.
- (b) If the Purchaser is not an individual:
  - (i) the Purchaser is validly incorporated, in existence and duly registered under the Laws of the country of its incorporation;
  - (ii) the Purchaser has taken all necessary action and has all requisite power and authority to enter into and perform this Agreement and each other document required to be entered into by the Purchaser in connection with the entry into this Agreement, in each case in accordance with their respective terms;
  - (iii) the execution and delivery of this Agreement and each other document required to be executed and delivered by the Purchaser in connection with entry into this Agreement, and the performance and compliance with its terms and provisions will not conflict with, or result in a breach of, or constitute a default under, the constitutional documents of the Purchaser, any agreement or instrument to which the Purchaser is a party or by which it is bound, or any Law that applies to or binds the Purchaser or any of its property;
  - (iv) this Agreement and each other document entered into by the Purchaser in connection with the entry into this Agreement constitute (or shall constitute when executed) valid, legal and binding obligations on the Purchaser; and
  - (v) the Purchaser is not insolvent or unable to pay its debts within the meaning of the insolvency legislation applicable to the Purchaser and has not stopped paying its debts as they fall due.

4.3 **Truthfulness of Information Provided; Additional Information.** All information and/or documents that the Purchaser has provided in connection with this Agreement, including the information provided through entry on the ICO Website and within any supplementary documents that the Purchaser may deliver to the Seller, are current, true, correct, complete and not misleading.

#### 4.4 **Anti-Money Laundering, Economic Sanctions, Anti-Bribery and Anti-Boycott Representations.**

- (a) Neither the Purchaser, nor any of its directors, officers, or to the best of the Purchaser’s knowledge and belief, its employees, affiliates or associates is: (1) the target of economic, financial sanctions, trade embargoes or export controls administered, enacted or enforced from time to time by the United States of America (“U.S.”)

(including those administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") or the U.S. Department of State), the United Nations Security Council, the European Union ("EU"), any EU member state, or the United Kingdom (regardless of its status vis-à-vis the EU) (collectively "Sanctions"); (2) organised, operating from, incorporated or resident in a country or territory which is the subject of comprehensive export, import, financial or investment embargoes under any Sanctions (which, as of the date of this Agreement are Cuba, Iran, North Korea, the Crimea region of Ukraine and Syria) ("Sanctioned Country"); or (3) unless otherwise disclosed in writing to the Seller prior to the Purchaser's entry into this Agreement, is a senior political figure or any immediate family member or close associate of a senior political figure.

For the purposes of this clause 4.4(a):

- (i) A "senior political figure" is a senior official in the executive, legislative, administrative, military or judicial branches of a government (whether elected or not), a senior official of a major political party, or a senior executive of a government-owned corporation. In addition, a "senior political figure" includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior political figure;
  - (ii) An "immediate family member" of a senior political figure are such persons parents, siblings, spouse, civil partner, children, step-children and in-laws; and
  - (iii) A "close associate" of a senior political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior political figure, and includes a person who is in a position to conduct substantial financial transactions on behalf of the senior political figure.
- (b) No payment or other transfer of value from the Purchaser to the Seller in connection with this Agreement will cause the Seller, or any subsidiary or holding company of the Seller, and each of their respective directors, officers, employees or agents (collectively, the "Sponsoring Parties") to violate Sanctions or applicable Laws, including, but not limited to, anti-money laundering, anti-bribery, anti-boycott or anti-terrorism Laws such as the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, the EU Fourth Money Laundering Directive (2015/849/EU), the German Geldwäschegesetz, the UK Money Laundering Regulations 2017 (SI 2017/692), the UK Bribery Act 2010, the UK Criminal Financing Act 2017 and the UK Proceeds of Crime Act 2002.
  - (c) No payment or other transfer of value from the Purchaser to the Seller in connection with this Agreement is or will be directly or indirectly derived from: (1) business or transactions with persons, entities or bodies that are the target of Sanctions or applicable anti-terrorism Laws; (2) property that is blocked, frozen, or otherwise subject to blocking or freezing under Sanctions or anti-terrorism Laws; or (3) any criminal or illegal activity, including any money laundering activity.
  - (d) All payments or other transfer of value from the Purchaser to the Seller in connection with this Agreement will be made through an account (or Cryptocurrency 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 of 1986, as amended (“Code”), as in effect at the time of the Purchaser’s payment or other transfer of value. In the event that 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 entry into this Agreement for the purchase of Tokens, the Non-U.S. Bank: (1) 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; (2) employs one or more individuals on a full-time basis; (3) maintains operating records related to its banking activities; (4) is subject to inspection by the banking authority that licensed it to conduct banking activities; and (5) 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.

## 5. COVENANTS, ACKNOWLEDGMENTS AND AGREEMENTS OF THE PURCHASER

The Purchaser hereby acknowledges and agrees as follows:

- 5.1 **Diligence.** The Purchaser has read, understands, and has no objection to the important information regarding the material terms of this Agreement, the other Offering Materials and the Tokens, including, but not limited to, details regarding the amount of Tokens offered and the Seller’s anticipated use of the proceeds from the Token Sale Event. The Purchaser also expressly understands, acknowledges and assumes the risks (including the risks set out in the **Appendix** of this Agreement) related to and associated with entering into this Agreement, and once the Tokens are delivered, by possessing, selling, transferring and using the Tokens, as more fully disclosed and explained in the Offering Materials.
- 5.2 **No Reliance.** In making a decision to enter into this Agreement, the Purchaser has relied solely upon this Agreement and the other Offering Materials and independent investigations made by the Purchaser. The Purchaser is not relying upon and may not rely upon any other marketing materials for purposes of making a decision to enter this Agreement. The Purchaser is also not relying on any statement made by or information provided by any Sponsoring Party with respect to the legal, tax and other economic factors involved in entering into this Agreement and/or purchasing the Tokens, and understands that it is solely responsible for reviewing the legal, tax and other economic considerations involved in entering into this Agreement with its own legal, tax and other advisers.
- 5.3 **Purchaser’s Knowledge.** The Purchaser has sufficient knowledge, understanding, and experience, either independently or together with the Purchaser’s representative(s), in financial and business matters, and of the functionality, usage, storage, transmission mechanisms, and other material characteristics of cryptographic tokens, token wallets and other token storage mechanisms, public and private key management, blockchain technology, and blockchain-based software systems, to understand the terms of this Agreement and the other Offering Materials, and such knowledge, understanding, and experience enables the Purchaser to evaluate the merits and risks of entering into this Agreement, purchasing the Tokens, and of possessing, transferring, selling and/or using the Tokens once they are delivered to the Purchaser.
- 5.4 **Additional Risk Disclosures.** The Purchaser is solely responsible for reviewing, understanding and considering the risks relating to entry into this Agreement and the purchase, possession,

potential sale or transfer of the Tokens, including those described in the Offering Materials. The Seller's operations, financial condition, and results of operations could be materially and adversely affected by any one or more of the risks described herein or the risks described in the **Appendix** to this Agreement, as could the underlying value and utility of the Tokens, which may lead the Tokens to have no value, or to lose any value that they may have previously had. The Purchaser understands that it is solely responsible for, to the extent the Purchaser believes necessary, discussing with counsel the representations, warranties and agreements that the Purchaser is making in this Agreement.

## **6. TAX MATTERS.**

The Seller has not examined the Purchaser's tax implications or corresponding reporting requirements of the purchase, possession, use, sale, or transfer of the Tokens, inter alia relating to withholding taxes, income taxes or taxation of capital gains. The Purchaser is solely responsible to determine any tax applying to the Purchaser and to remit any taxes that may be assessed against the Purchaser.

## **7. TRANSFER AND STORAGE OF PERSONAL DATA**

In connection with this Agreement, the Seller will collect, use and transfer the Purchaser's personal information in accordance with statutory law and the terms of the Seller's privacy policy, which is available at <http://strykz.io/#privacypolicy>.

## **8. AML/KYC COMPLIANCE**

In addition to the information provided during registration on the ICO Website, the Purchaser agrees to provide the Seller at any time upon request with such information that is necessary for the Seller to comply with applicable law or regulation or to conduct know-your-customer, anti-money laundering or counter-terrorist financing checks in connection with selling Tokens to the Purchaser.

## **9. LIMITATION OF LIABILITY**

9.1 The Seller shall be liable only for culpable damage to life, body and health, for damages caused by intentional and grossly negligent behaviour, and for slightly negligent breach of essential contractual obligations (*Kardinalpflichten*). An essential contractual obligation is an obligation that is a prerequisite for the proper execution of the Agreement, and on the fulfilment of which the Purchaser may and regularly does duly rely.

9.2 The Seller's liability in case of slightly negligent breach of an essential contractual obligation (*Kardinalpflicht*) shall be limited to the typically foreseeable damage.

9.3 Clauses 9.1 and 9.2 apply to (i) contractual and statutory liability (including tort) and to liability arising out of culpable behaviour prior to conclusion of a contract (*culpa in contrahendo*), as well as (ii) to Seller's legal representatives and assistants (*Erfüllungsgehilfen*). Liability under the German Product Liability Act (*Produkthaftungsgesetz*) remains unaffected.

## 10. GOVERNING LAW AND JURISDICTION

- 10.1 This Agreement and any claims and disputes arising out of or in connection with it shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, excluding the UN Convention on the International Sale of Goods (CISG). If the Purchaser is a natural person acting for a purpose which can be regarded as being outside his or her trade or profession (*i.e.*, a “Consumer”) with habitual residence in the European Union, the choice of law provided for in the first sentence shall not affect the protection of the Purchaser by mandatory provisions of the law which would be applicable in the absence of such choice of law.
- 10.2 If the Purchaser is a merchant (and not a Consumer) the exclusive venue of jurisdiction for all disputes arising out of or in connection with the contractual relationship between the Parties shall be Berlin, Germany. In such case the Seller shall also be entitled to sue at the Purchaser’s place of business.

## 11. MISCELLANEOUS

- 11.1 **Differences with Offering Materials.** In the event of any differences between the terms provided in this Agreement and any other Offering Materials, the terms and conditions of this Agreement shall prevail and supersede any contrary information set forth in the other Offering Materials.
- 11.2 **Amendments.** No variation or amendment of this Agreement, including an amendment of this clause 11.2, shall be valid unless it is in writing and duly executed by or on behalf of all of the Parties. Unless expressly agreed, no variation or amendment shall constitute a general waiver of any provision of this Agreement, nor shall it affect any rights or obligations under or pursuant to this Agreement which have already accrued up to the date of variation or amendment and the rights and obligations under or pursuant to this Agreement shall remain in full force and effect except and only to the extent that they are varied or amended.
- 11.3 **Invalidity.** Where any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction then such provision shall be deemed to be severed from this Agreement and, if possible, replaced with a lawful provision which, as closely as possible, gives effect to the intention of the Parties and, where permissible, that shall not affect or impair the legality, validity or enforceability in that, or any other, jurisdiction of any other provision of this Agreement.

## APPENDIX: RISK FACTORS

*Purchasing the Tokens involves a high degree of risk. Prior to purchasing any Tokens, you should carefully consider the risks described below and the other information contained in the Offering Materials. The risks and uncertainties described below are not the only risks and uncertainties that the Seller faces or which relate to the Tokens. Additional risks and uncertainties not known to the Seller or that it currently deems immaterial may also impair its business operations. If any of those risks actually occur, the business, financial condition and results of operations of the Seller, the activities and continued development, deployment or operation of the Platform and the value and utility of the Tokens would suffer and you could lose all or part of your Purchase Price. You should consult an appropriate lawyer, accountant, or tax professional to analyse and understand the below risks and other information in the Offering Materials.*

### **Risks relating to Stryking**

**Stryking Failure.** As a consequence of the realisation of one or more of the other risks in this Appendix or of risks not described in this Appendix, Stryking's business could fail and Stryking could be wound up or dissolved. If Stryking's business fails and the Football-Stars platform is not transferred to and operated by another company any STRYKZ would have no utility or value. Stryking does not commit that it can or will transfer the Football-Stars platform to another company if its business fails. If Stryking does transfer the Football-Stars platform to another company, Stryking does not commit that the other company will operate the Football-Stars platform to the Purchaser's satisfaction or at all, or will accept STRYKZ for use in the Football-Stars platform.

**Management Failures.** Stryking's management may fail to manage its personnel, finances, facilities, information, technology, and other resources to effectively develop, operate, maintain, support, improve, market, and sell the Football-Stars platform, Stryking and/or the STRYKZ token, or to manage the growth of the Football-Stars platform, Stryking and/or the STRYKZ token or its business, or to adapt the Football-Stars platform, Stryking and/or the STRYKZ token or its business to changes in technology or the markets in which it operates, or to identify and effectively respond to the risks described in this Appendix or otherwise, the realisation of any or all of which could adversely affect the Football-Stars platform, Stryking and/or the STRYKZ token.

**Insufficient Funding.** Stryking will be relying on the proceeds of the Token Sale Event as one of the key sources of proceeds to develop the token-enabled features of the Football-Stars platform. The total proceeds depend on participation in the Token Sale Event and might be lower than expected. This could adversely affect the development and viability of the token-enabled features of the Football-Stars platform.

**No Governance Rights.** STRYKZ confer no governance or similar rights with respect to Stryking or the Football-Stars platform. Stryking will, at its discretion, make all decisions concerning its business and the Football-Stars platform, including decisions to fork or discontinue the Football-Stars platform; to change any pricing, parameter, or feature of the Football-Stars platform; to subcontract or outsource the development, maintenance, support, and operation of the Football-Stars platform; to sell the Football-Stars platform; and to sell, merge, or liquidate Stryking or all or a material part of Stryking's assets, any of which decisions may not be consistent with a Purchaser's expectations or interests.

**Business Model Risks.** Stryking designed the Football-Stars platform according to a specific business model. If the business model of the Football-Stars platform is flawed, or if the assumptions underlying that business model are incorrect, the Football-Stars platform may underperform or fail. Stryking may at its discretion elect to change the business model of the Football-Stars platform in response to competition or market requirements, to address perceived flaws, to optimise the model, or otherwise.

Any such changes to the business model of the Football-Stars platform may fail to achieve their purpose and could adversely affect the Football-Stars platform.

### **Product-related Risks**

**Failure to Develop and Support the Ecosystem.** As a consequence of the realisation of one or more of the other risks in this Appendix or of risks not described in this Appendix, or because of business or technical decisions taken by Stryking in good faith, Stryking may fail to integrate a full set of intended features and functions in the Football-Stars ecosystem, may discontinue certain features and functions of the Football-Stars platform, may not improve or add to the features and functions of the Football-Stars ecosystem over time, may not adequately support the Football-Stars ecosystem, and may not fix bugs in the Football-Stars platform in a timely way or at all. The Football-Stars ecosystem (including STRYKZ) may therefore not have the utility described in the Whitepaper or expected by a Purchaser.

**Platform Issues.** The Football-Stars ecosystem may be degraded, interrupted, or fail because of hardware, software, or network defects, security breaches, hacking, viruses or other malicious code, natural disasters, congestion in underlying networks, and other causes. Stryking may be unable to restore the Football-Stars ecosystem to normal operation in a timely way or at all.

**Platform Updates.** Stryking may not update the Football-Stars ecosystem in a timely way or at all to fix bugs, address incompatibilities arising because of changes in underlying technologies and services, respond to user feedback, or react to competitive threats. Any such delays or failures could adversely affect the Football-Stars ecosystem.

**Failure to Meet Expectations.** The initial and future versions of new features of the Football-Stars ecosystem may not meet the Purchaser's expectations regarding features, functions, performance, availability, quality, security, scale, price, or other attributes that are important to the Purchaser.

**Reliance on Third Parties.** Stryking relies on third parties it does not control to operate Ethereum and other systems and services on which the Football-Stars ecosystem depends. Those third parties may be unable or unwilling to act as Stryking needs and expects, may themselves act maliciously, or may be adversely affected by other parties acting intentionally, unintentionally, or maliciously or by other events outside their control. The failure of those third parties to perform according to Stryking's needs and expectations could adversely affect the Football-Stars ecosystem.

**Reliance on Virtual Currencies.** Stryking will be relying on the value of virtual currencies received in the Token Sale Event as one of the key sources of proceeds to develop the token-enabled features of the Football-Stars ecosystem. Those virtual currencies are subject to high market value fluctuations and their future exchange rates into fiat currencies cannot be predicted. Should the market value of these virtual currencies drop significantly, this could adversely affect the development and viability of the token-enabled features of the Football-Stars ecosystem.

**Privacy Risks.** The Football-Stars ecosystem will rely in part on Ethereum and other public, decentralised platforms. Anyone with internet access can inspect all transactions and other information stored in those platforms that is not encrypted. The Purchaser's transactions involving STRYKZ, and other information about a Purchaser or that belongs to the Purchaser that may be processed by or stored in those platforms in connection with the Purchaser's use of the Football-Stars ecosystem, may be inspected by the public. Certain information may, even if encrypted, be associated with the Purchaser by combining it with other public or non-public information.

## **Regulatory Risks**

**Regulatory Status.** The regulatory status of the proposed token-enabled features of the Football-Stars platform, STRYKZ, and the Token Sale Event is unclear or unsettled in many jurisdictions. Regulators and legislators in many jurisdictions have announced their intention to consider the adoption of regulations to cover cryptographic tokens and the markets for them. It is not known if, when, or to what degree different jurisdictions will interpret existing or adopt new laws and regulations (e.g., prospectus, authorization or other obligations) that could adversely affect the Football-Stars platform, STRYKZ, and the Token Sale Event, or whether those laws or regulations would be applied retroactively. In particular, in contrast to the view of Stryking, it is not excluded for example that the STRYKZ token might be classified by competent authorities as a currency (or comparable regulated instrument such as units of account in terms of Section 1 para. 11 no. 7 of the German Banking Act) or electronic money. Any adverse laws or regulations (including electronic money laws and regulations) or interpretation of such laws or regulations by the competent authorities and/or the financial and other costs of regulation could cause Stryking to modify or discontinue certain features or functions of the Football-Stars platform, or cause Stryking to discontinue the Football-Stars platform in certain jurisdictions or entirely, or make the use of STRYKZ and/or the dealing in STRYKZ regulated or illegal in certain jurisdictions or otherwise adversely affect Stryking's business or operations, and therefore any utility or value of STRYKZ.

**Excluded Jurisdictions.** The Token Sale Event will only be open to Purchasers of jurisdictions where the Token Sale Event (or similar cryptographic token offerings) is not prohibited or otherwise restricted. To the extent relevant regulations or other legal restrictions are to be complied with by a Purchaser in his jurisdiction, It is a Purchaser's sole responsibility to determine if they are prohibited or restricted from participating in the Token Sale Event, or if such participation constitutes a breach of the laws or regulations of their jurisdiction, whether by virtue of their citizenship, residency, or other association with a jurisdiction which prohibits or otherwise restricts the conduct of the Token Sale Event (or similar cryptographic token offerings). Violation of those prohibitions or restrictions may result in criminal and/ or administrative penalties being imposed on the breaching Purchaser.

**Compliance Risks.** Complying with laws and regulations that apply to Stryking and the Football-Stars platform may be costly and may divert a significant portion of Stryking's attention and resources. If Stryking must have a license or other government registration or approval to operate the proposed token-enabled features of the Football-Stars platform in a jurisdiction, there is no guarantee that Stryking will qualify for or be granted the necessary license, registration, or approval. The lack of the necessary license, registration or approval would restrict or prevent Stryking from operating the proposed token-enabled features of the Football-Stars platform in that jurisdiction. If Stryking fails to comply with applicable laws or regulations, Stryking could be subject to significant legal liability and financial and reputational losses which may adversely affect the Football-Stars platform and STRYKZ.

**Tax.** The tax status of the proposed token-enabled features of the Football-Stars platform, STRYKZ, and the Token Sale Event is unclear or unsettled in many jurisdictions. Adverse interpretation of existing tax laws and regulations or adoption of new adverse tax laws and regulations could result in unanticipated and potentially retroactive tax liability for Stryking and other stakeholders in the Football-Stars platform, including Purchasers. Those adverse tax consequences could cause Stryking to modify or discontinue certain features or functions of the Football-Stars platform or increase prices for the Football-Stars platform, or cause Stryking to make the proposed token-enabled features of the Football-Stars platform unavailable in certain jurisdictions, or make dealing in STRYKZ subject to tax in certain jurisdictions. It is the Purchaser's obligation to determine the tax characterization of STRYKZ.

## **Purchaser Risks**

**Private Key Risks.** Each Purchaser, not Stryking, is responsible for securing the private key that controls their STRYKZ. If Purchasers do not know their private key, they will permanently lose their STRYKZ. If their private key is lost or stolen, they could permanently lose their STRYKZ. If Purchasers store the private key with a third party wallet or vault service, they will permanently lose their STRYKZ if they forget and are unable to recover their credentials to access the third party service, or if the third party service malfunctions, is corrupted or compromised, makes their credentials or private key available to others, ceases operations, is hacked, or otherwise cannot make their private key available to them or loses control of their private key.

**Incompatible Wallet.** If the Purchaser uses a wallet or other technology that does not conform to the technical requirements as set out during the purchase process, or if they use a third party service whose wallet or other technology does not conform to those technical requirements, the purchased STRYKZ may be permanently lost.

**Uninsured Losses.** STRYKZ are not insured by Stryking or by any public agency, and there is no institution supervising and controlling the economy for cryptographic tokens. If the Purchaser's STRYKZ are lost or stolen, they will have no recourse unless they insure them at their expense. Stryking cannot issue new or substitute STRYKZ to replace lost or stolen STRYKZ.

## **Market Risks**

**Lack of Market Penetration.** The Football-Stars platform may not attract users, partners, advertisers, contributors, etc., at the intended level or at a level sufficient to become or remain useful or viable. Any such lack of use or interest could negatively affect the development of the token-enabled features of the Football-Stars platform and/or the utility or value of the Football-Stars platform and/or STRYKZ.

**Competition.** Other organizations may develop (a) services that compete with the token-enabled features of the Football-Stars platform, and may do so with some or all of the open source software underlying the token-enabled features of the Football-Stars platform or (b) cryptographic tokens that can be used in gaming platforms similar to the Football-Stars platform. Those competing services and cryptographic tokens may adversely affect the adoption and use of the token-enabled features of the Football-Stars platform and/or the adoption, utility, and/or value of the STRYKZ, and ultimately the viability and continued existence of the token-enabled features of the Football-Stars platform and/or the STRYKZ. It is unknown whether or to what extent, if any, those competing services and cryptographic tokens may be interoperable with the token-enabled features of the Football-Stars platform or may accept or work with, STRYKZ.

**Secondary Markets for STRYKZ.** As at the date of this Agreement, there is no public market for STRYKZ. Digital asset exchanges and other secondary markets for STRYKZ may never exist. Even if STRYKZ are listed or traded on a secondary market, there is no assurance that an active or liquid trading market for STRYKZ will develop or, if developed, will be sustained. Unless Stryking publicly states otherwise, Stryking has no financial or other relationship with, and does not endorse, any such exchange or secondary market that elects to transact in STRYKZ. Exchanges and secondary markets may be prohibited under financial regulatory laws, new, undercapitalized, illiquid, volatile, operated by persons with minimal or no relevant experience, and subject to minimal or no regulatory oversight, making use of them susceptible to a variety of market, financial, fraud, operating and other risks that could result in a Purchaser's loss of STRYKZ or other losses. The secondary market might charge a commission and the government of the relevant jurisdiction might mandate payment of taxes.

**Price Volatility.** The price of STRYKZ in the Token Sale Event may not be indicative of the price of STRYKZ on public markets. STRYKZ have no intrinsic value at the time they are created. The price

of STRYKZ on public markets may be extremely volatile, may decline below the price the Purchaser pays for STRYKZ, or may diminish to zero in response to various factors, some of which are outside Stryking's control, including, among others, the following:

- (a) the volatility of the prices of cryptographic tokens generally and in response to events that have little or nothing to do with Stryking;
- (b) general economic conditions and macroeconomic changes; inter alia, changes of interest rates;
- (c) changes and innovations in blockchain technology, the industry sectors in which Stryking operates, and other technologies and markets;
- (d) Stryking's announcements pertaining to strategic direction, key personnel, financial and operational results, partnerships, significant transactions, new products, and other events;
- (e) activities and announcements of Stryking's competitors; and
- (f) third-party reports, recommendations, and statements regarding STRYKZ, the Football-Stars platform, or Stryking.

**Distribution of additional STRYKZ.** Stryking will distribute STRYKZ other than via the Token Sale Event, as described in chapter 5.2 of this Whitepaper. Those other STRYKZ may be distributed for less consideration per STRYKZ than a purchaser in the Token Sale Event will pay for STRYKZ in the Token Sale Event. The distribution of those other STRYKZ will increase the overall supply of freely available STRYKZ in the market, which may affect as well as result in downward pressure on the market price of STRYKZ.

**Market Perception.** The market price of STRYKZ could be adversely affected by negative publicity, social media commentary, rumors, and other information, whether or not true, about Stryking, the Football-Stars platform, STRYKZ, the technology on which the Football-Stars platform is based (including Ethereum), and the legal or regulatory environment in which the Football-Stars platform operates.

**General Economic and Market Risks.** Adverse changes in general global and regional economic and market conditions may adversely affect Stryking, the suppliers and third parties on which Stryking depends, and users and prospective users of the Football-Stars platform, all of which may adversely affect the availability, reliability, performance, adoption, and the success of the Football-Stars platform.

### **Technology-related Risks**

**Core Technology Risks.** The token-enabled features of the Football-Stars platform is in part built with core technologies that are in some cases immature and unproven, including the Ethereum blockchain platform and various open source software applications and libraries. If those core technologies do not perform according to Stryking's needs or expectations, have bugs or security vulnerabilities that are not or cannot be fixed, become unstable, degraded, or unavailable, are changed or forked in a way that is incompatible with the Football-Stars platform, or are not further developed or supported, Stryking may be required to change the specifications of the Football-Stars platform and to reduce or eliminate features and functions that are important to Purchasers, or to discontinue the token-enabled features of the Football-Stars platform.

**Integration Risks.** The token-enabled features of the Football-Stars platform might be integrated with third party services. If the integrations with those services fail, or those services are unreliable or do not perform as expected, those token-enabled features within the Football-Stars platform, or the Football-Stars platform generally, may be adversely affected or delayed.

**Smart Contract Risks.** Certain key token-enabled features of the Football-Stars platform will be implemented in smart contracts on the Ethereum blockchain platform. The nature of smart contracts

makes them difficult to change to fix bugs, improve performance, or add features and functions. Stryking may therefore not correct defects in the token-enabled features of the Football-Stars platform or improve the token-enabled features of the Football-Stars platform to meet market needs or respond to competition fast enough or at all, which could adversely affect the utility or viability of the FootballStars platform.

**Hacking.** All software systems, including the Football-Stars platform, have security vulnerabilities. Malicious actors may disrupt, corrupt, or interfere with the Football-Stars platform, may defraud Stryking or other stakeholders in the Football-Stars platform, including Purchasers, and may steal STRYKZ or other valuable data stored in the Football-Stars platform, some of which may belong to or involve Purchasers.

**Mining Attacks.** Certain features of the Football-Stars platform depend on the Ethereum blockchain platform. Ethereum is a decentralized service comprising a global peer-to-peer network of many independent node operators. Coordination or collusion among node operators could subject the Football-Stars platform and its stakeholders, including Purchasers, to a variety of attacks that could compromise the integrity of the Football-Stars platform, cause loss, theft, or corruption of STRYKZ and other valuable data stored in the Football-Stars platform, including of Purchasers, or increase the cost of using the platform to levels that make operation of the Football-Stars platform uneconomic and unsustainable.

**Security Risks.** The security and integrity of essential components of the Football-Stars platform depend on cryptography. Known and currently unknown weaknesses in the cryptographic algorithms used in the Football-Stars platform and its underlying core technologies, and advances in techniques or computing power to circumvent those algorithms, may compromise the security and integrity of the Football-Stars platform, cause the loss, theft, or corruption of STRYKZ and other valuable data stored in the Football-Stars platform, including of Purchasers, and require the suspension or discontinuation of the Football-Stars platform. The existence or future development of stronger cryptographic algorithms to replace compromised algorithms, and the feasibility of implementing those stronger algorithms in the Football-Stars platform and its underlying core technologies, is uncertain.

**Force Majeure.** The activities of Stryking may be interrupted, suspended or delayed due to force majeure circumstances, *i.e.* events and circumstances of an extraordinary nature that cannot be foreseen, including natural disasters, wars, armed conflicts, riots, industrial conflicts, epidemics, mass layoffs, strikes with reduced productivity labor, long-term shortages or interruptions in electricity supply, telecommunications services, or other supplies.