

# ICO Token Pre-Sale Agreement

**TREASURE CHESS® Utility Token (\$TCT)**

**Exempt Limited Network Token (UK FinProm Regime)**

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## IMPORTANT NOTICE

This Agreement is a private contractual arrangement governed by the laws of England and Wales. The \$TCT token is intended to be an **Exempt Limited Network Token** and **utility token** for use solely within the TREASURE CHESS® game ecosystem.

This Agreement does **not** constitute a public offer of securities, a collective investment scheme, electronic money, or any regulated investment activity under the Financial Services and Markets Act 2000 (“FSMA”).

This Pre-Sale is made available only to **Sophisticated Investors** and **High Net Worth Individuals** in reliance on applicable UK financial promotion exemptions.

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## 1. PARTIES

### 1.1 Issuer

Disruptive Labs LTD, a company incorporated in England and Wales (Company No. **16313861**) with its registered office at **14 Ash Close, Lydney, GL15 5NE, United Kingdom** (the “Company”).

### 1.2 Investor

The person or entity identified in the subscription invoice and KYC records (the “Investor”).

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## 2. BACKGROUND

- A. The Company is developing an on-chain strategy game known as **TREASURE CHESS®** (the “Platform”).
- B. The Platform utilises a native cryptographic utility token known as **Treasure Chess Token (\$TCT)**.
- C. The Company is conducting a private ICO pre-sale to fund development of the Platform.
- D. The Investor wishes to acquire \$TCT tokens on the terms set out in this Agreement.

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### 3. TOKEN CLASSIFICATION

3.1 The Parties acknowledge that:

- a) \$TCT is designed exclusively as a **utility token** providing access to gameplay features, in-game assets, and participation mechanics within the Treasure Chess ecosystem;
- b) \$TCT is intended to qualify as an **Exempt Limited Network Token** under UK crypto-asset regulatory guidance;
- c) \$TCT is **not** intended to be:
  - i. a security token;
  - ii. electronic money;
  - iii. a unit in a collective investment scheme; or
  - iv. a regulated investment product.

3.2 No ownership, voting, equity, profit, or governance rights in the Company are granted by this Agreement or by ownership of \$TCT.

3.3

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### 4. PRE-SALE TERMS

#### 4.1 Minimum Investment

The minimum investment amount is **£2,000 GBP**.

#### 4.2 Token Package

Each qualifying investment entitles the Investor to receive **100,000 \$TCT utility tokens** (one “Token Package”).

#### 4.3 Accepted Consideration

Payments may be made in GBP, EUR, USD, or approved digital assets (including USDC and USDT), as specified on the invoice issued by the Company.

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### 5. TOKEN ISSUANCE

#### 5.1 Token Generation Event (TGE)

\$TCT tokens shall be generated and made available following a Token Generation Event, at a time determined by the Company.

#### 5.2 Delivery

Tokens shall be delivered to the Investor’s self-custodied wallet address provided during KYC onboarding and connected to the Platform when live.

### 5.3 Vesting / Lock-Ups

Tokens may be subject to vesting, lock-up, or usage restrictions as described in the Treasure Chess Token Whitepaper and in-game rules.

### 5.4 Regulatory Delay

The Company may delay or cancel token issuance if required to do so for legal or regulatory reasons.

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## 6. USE OF FUNDS

Funds raised through the Pre-Sale will be used for:

- game development and testing;
- smart contract deployment and audits;
- platform infrastructure;
- bug fixes;
- community growth and ecosystem tooling.

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## 7. INVESTOR REPRESENTATIONS

The Investor represents and warrants that they:

7.1 are a **Self-Certified Sophisticated Investor or High Net Worth Individual** under applicable UK financial promotion exemptions;

7.2 are acquiring \$TCT for **utility and gameplay purposes only**;

7.3 understand that crypto-assets are high risk and may result in total loss;

7.4 have conducted independent due diligence and relied on no representations other than those expressly set out in this Agreement;

7.5 are not located in, and are not a resident or citizen of, any prohibited or restricted jurisdiction.

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## 8. RISK DISCLOSURE

8.1 The Investor acknowledges and accepts risks including, but not limited to:

- regulatory changes or reclassification of crypto-assets;
- platform failure, delay, or discontinuation;
- loss of token value or utility;

- lack of liquidity or secondary markets;
- technological vulnerabilities, smart contract exploits, or cybersecurity incidents;
- blockchain congestion, forks, or network failures;
- loss of access to tokens due to wallet compromise or loss of private keys.

8.2 The Investor acknowledges and agrees that the development, launch, and continued operation of the Treasure Chess Platform are subject to commercial, technical, and regulatory risks and that there is no guarantee that the Platform will be launched, maintained or operated for any minimum period.

8.3 The Company may, at its discretion and acting in good faith, suspend, discontinue, or materially modify the Platform or any associated features, including the functionality or utility of \$TCT, without liability to the Investor.

8.4 In the event of such discontinuation or modification, the Investor acknowledges that \$TCT may lose some or all of its utility or value and the Company shall have no obligation to provide refunds, compensation or substitute benefits.

8.5 The Investor acknowledges that participation may result in the loss of all invested funds.

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## 9. FINANCIAL PROMOTION AND REGULATORY RELIANCE

9.1 This Agreement is entered into in reliance on exemptions under the UK financial promotion regime pursuant to FSMA.

9.2 The Investor confirms that all representations regarding their eligibility are true and accurate.

9.3 Any misrepresentation shall entitle the Company to terminate this Agreement without liability.

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## 10. NO PARTNERSHIP OR FIDUCIARY RELATIONSHIP

Nothing in this Agreement shall be deemed to create any partnership, joint venture, agency, fiduciary, or employment relationship between the Parties.

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## 11. FORCE MAJEURE

11.1 Neither Party shall be liable for any delay or failure in the performance of its obligations under this Agreement to the extent such delay or failure results from events beyond its reasonable control, including but not limited to:

- (a) acts of God, flood, fire, earthquake, or other natural disaster;
- (b) epidemic, pandemic, or public health emergency;
- (c) war, armed conflict, terrorism, civil unrest, or riots;
- (d) governmental action, embargo, sanctions, or changes in law;
- (e) failure or interruption of utilities, telecommunications, or internet services;
- (f) labour disputes, strikes, or industrial action; and
- (g) blockchain or network outages, protocol failures, forks, smart contract vulnerabilities, cybersecurity incidents, or regulatory intervention affecting crypto-assets.

11.2 The affected Party shall use reasonable efforts to mitigate the effects of the Force Majeure event and resume performance as soon as reasonably practicable.

11.3 The Company shall not be liable for any delay or failure in performance resulting from events beyond its reasonable control, including but not limited to:

- blockchain or network outages;
- smart contract vulnerabilities or exploits;
- protocol failures or forks;
- oracle failures;
- cybersecurity incidents;
- regulatory intervention or changes in law.

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## 12. REGULATORY RECLASSIFICATION

If applicable law or regulatory guidance changes such that \$TCT or any aspect of the Platform risks becoming regulated, the Company may modify, restrict, suspend, or discontinue token functionality or issuance as reasonably required to maintain compliance, without liability.

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## 13. TAXATION

13.1 The Investor is solely responsible for determining and paying any taxes arising from participation in the Pre-Sale or receipt of \$TCT.

13.2 The Company provides no tax, financial or legal advice of any kind.

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## 14. WALLET RESPONSIBILITY

14.1 The Investor is solely responsible for maintaining control of their digital wallet and private keys.

14.2 The Company shall not be liable for any loss of tokens resulting from wallet compromise, loss of credentials or user error.

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## 15. INFORMATION RIGHTS DISCLAIMER

15.1 The Company has no obligation to provide ongoing information, reporting, or disclosures beyond those expressly stated in this Agreement.

15.2 Any updates provided are discretionary and do not create any expectation of future performance.

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## 16. NO PROFIT OR REVENUE RIGHTS

16.1 The Investor acknowledges and agrees that:

- (a) this Agreement does not grant any right to profits, revenues, dividends, distributions, or other financial returns of any kind;
- (b) \$TCT is acquired solely for utility and gameplay purposes within the Platform; and
- (c) the acquisition of \$TCT is not made with an expectation of profit derived from the efforts of the Company or any third party.

16.2 Any separate contractual arrangements entered into between the Investor and the Company are independent of this Agreement and do not affect the classification, functionality, or regulatory status of \$TCT.

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## 17. CONFIDENTIALITY

All non-public information relating to this Agreement shall be treated as confidential for a period of three (3) years prior to termination, except where disclosure is required by law.

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## 18. TERMINATION

This Agreement shall terminate upon:

- delivery of tokens; or
- lawful cancellation by the Company due to regulatory or commercial necessity.

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## 19. GOVERNING LAW AND DISPUTES

19.1 This Agreement shall be governed by the laws of **England and Wales**.

19.2 Any dispute shall be resolved by **binding arbitration seated in England**.

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## 20. GENERAL

- This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof.
- The Investor cannot assign this Agreement without the Company's written consent.
- If any provision is held invalid, the remainder shall remain in force.

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## 21. INVESTOR DECLARATION

By executing this Agreement, the Investor confirms that they have read, understood and voluntarily accepted all terms of this Token Pre-Sale Agreement.

**Signed for and on behalf of the Investor:**

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

Name:

Date:

Wallet Address for Token Airdrop (optional):