|  |
| --- |
| **Page 1** |

**LET COIN SHOP TOKEN PURCHASE AGREEMENT**

**Last updated:** 02.08.2021

This LetCoinShop Token Purchase Agreement (this “Agreement”) contains the terms and conditions

that govern your use of and purchase of the BEP-20 compatible tokens distributed on the Binance

blockchain (the “LetCoinShop Tokens”) and is an agreement between you or the entity that you

represent (“Buyer” or “you”) and LetCoinShop (together with its affiliates and partners,

“Company”). Buyer and Company are herein referred to individually as a “Party” and collectively, as

the "Parties". WHEREAS, the Company will issue no more than 450 000'000 of LCS Tokens, 20% of which will be sold on pre-ico and during the ICO - NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Buyer hereby agree as follows:

**IMPORTANT INFORMATION: PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY.**

● BINDING AGREEMENT: Buyer understands and agrees that Buyer is subject to and bound by this

Agreement by virtue of Buyer's purchase of LetCoinShop Tokens.

● LetCoinShop TOKENS HAVE NO RIGHTS, USES OR ATTRIBUTES outside of the LetCoinShop

PLATFORM

● PURCHASE OF LetCoinShop TOKENS ARE NON-REFUNDABLE AND CANNOT BE CANCELLED. THIS PLACE MAY LOSE ALL AMOUNTS PAID.

● LetCoinShop TOKENS MAY HAVE NO VALUE.

● COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL LetCoinShop TOKEN PURCHASE

REQUESTS AT ANY TIME IN ITS SOLE DISCRETION.

● PEOPLE WHO PURCHASE EARLIER THAN YOU MAY RECEIVE MORE TOKENS FOR THE AMOUNT PAID.

● PLEASE READ THE RISK WARNINGS SET FORTH CAREFULLY AND IN THEIR ENTIRETY.

**Article 1 : ACCEPTANCE OF AGREEMENT AND PURCHASE OF LETCOINSHOP TOKENS**

Section 1.1 This Agreement shall be effective and binding on the Parties when Buyer:

(a) clicks the check box on the official “Yes I Agree” on http://bulktrader.io website members

Registration form (the “Website”) to indicate that Buyer has read, understands and agrees to the terms of this Agreement; or (

|  |
| --- |
| **Page 2** |

b) upon Company's receipt of payment from Buyer for LetCoinShop either during pre ico or ico.

Buyer agrees to be bound on this basis, and confirms that Buyer has read in full and understands this

Agreement and the terms on which Buyer is bound.

Section 1.2 White Paper.

Company has prepared a white paper and other materials concerning the sale of LetCoinShop

Tokens and the LetCoinShop PLATFORM, which are available at [www.letcoinshop.com](http://www.letcoinshop.com) (the “White Paper”). The White Paper, as it may be amended from time to time, is hereby incorporated by reference. Buyer has read and understands the White Paper and its contents.

Section 1.3 LetCoinShop Tokens.

1. Purpose. The LetCoinShop Tokens do not have any rights, uses, purpose, attributes, functionalities or features, express or implied, outside the LetCoinShop PLATFORM. Although LCS Tokens may be tradable upon listing, they are not an investment, currency, security, commodity, a swap on a currency, security or commodity, or any other kind of financial instrument.

(b) Company's Use of Proceeds. Buyer acknowledges and understands that the proceeds from the

sale of the LetCoinShop Tokens will be utilized by Company in its sole discretion, as described in

the WhitePaper.

**Article 2 : LET COIN SHOP TOKEN DISTRIBUTION**

Section 2.1 Allocation and Distribution of LetCoinShop Tokens.

Company intends to allocate and distribute LetCoinShop Tokens (the “Token Distribution”) in accordance with the White Paper, Company will provide specific procedures on how Buyer may seek purchase LetCoinShop Tokens through the Website. By purchasing LetCoinShop Tokens, Buyer acknowledges and understands and has no objection to such procedures and specifications. Failure to use the Website and follow such procedures may result in Buyer not receiving any LetCoinShop Tokens. Any buyer of LetCoinShop Tokens may lose some or all of the amounts paid for LetCoinShop Tokens. The access or use of the LetCoinShop token and/or the receipt or purchase of LetCoinShop Tokens through any other means are not sanctioned or agreed to in any way by Company.

Section 2.2 Allocation and Sale of LetCoinShop Tokens to Company parties. Buyer understands and consents to the participation of Company's past, present and future

employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors and

service providers (“Company Parties”) in the purchase of LetCoinShop Tokens, including people who may work on the development and implementation of the Project or who may work for Company's future businesses that Company may establish with a portion of the proceeds from the Token Distribution.

|  |
| --- |
| **Page 3** |

Section 2.3 No Representations and Warranties.

Company makes no representations or warranties, express or implied, including, without limitation, any warranties of title or implied warranties of merchantability or fitness for a particular purpose

with respect to the LetCoinShop Tokens or their utility, or the ability of anyone to purchase or use

the LetCoinShop Tokens. Without limiting the foregoing, none of the Company Parties represent or

warrant that the process of purchasing and/or receiving the LetCoinShop Tokens will be

uninterrupted or error-free or that the LetCoinShop Tokens are reliable and error-free. As a result,

Buyer acknowledges and understands that Buyer may never receive LetCoinShop Tokens and ,may

lose the entire amount Buyer paid to Company. Buyer shall provide an accurate digital wallet

address to Company for receipt of any LetCoinShop Tokens.

Section 2.4 Not an Offering of Securities, Commodities, or Swaps.

LetCoinShop Tokens themselves are not securities, commodities, swaps on either securities or

commodities, or a financial instrument of any kind. Purchases and sales of LetCoinShop Tokens are not subject to the protections of any laws governing those types of financial instruments. this

Agreement and all other documents referred to in this Agreement including the White Paper do not

constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an

offer to buy an investment, a security, commodity, or a swap on either a security or commodity.

Section 2.5 Not an Investment.

Buyer should not participate in the Purchase of LetCoinShop Tokens for investment purposes. Let Coin Shop Tokens are not designed for investment purposes and should not be considered as a type of

investment. Buyer acknowledges, understands and agrees that Buyer should not expect and there is

no guarantee or representation or warranty by Company that:

1. the LetCoinShop PLATFORM will ever be released in beta-version or commercial version;
2. the LetCoinShop PLATFORM will be maintained for a certain period of time or forever;
3. the LetCoinShop PLATFORM will contain all features assumed by the Buyer or contemplated in White Paper or ever be launched in full; and
4. LetCoinShop Tokens will be used by the LetCoinShop PLATFORM.

Section 2.6 Not for Speculation. Buyer acknowledges and agrees that

Buyer is not purchasing LetCoinShop Tokens for purposes of investment, speculation, as some type

of arbitrage strategy, for immediate resale or other financial purposes.

Section 2.7 No US, Chinese or other jurisdiction Buyers.

The LetCoinShop Tokens are not being offered to US persons or Chinese persons or to any other

persons from the jurisdictions which prohibit their citizens, residents or other persons having close

|  |
| --- |
| **Page 4** |

links with, to acquire, buy, sell, transfer or otherwise use of digital tokens, digital currencies, or

participate in ICO, crowdsale or crowdfunding concerning digital tokens, digital currencies or digital

products (collectively “Restricted Persons”). Restricted Persons are strictly prohibited and restricted

from LetCoinShop Token and/or purchasing LetCoinShop Tokens and Company is not soliciting

purchases by Restricted Persons in any way. If a Restricted Person uses the LetCoinShop Token

and/or purchases LetCoinShop Token, such person has done so and entered into this Agreement on

an unlawful, unauthorized and fraudulent basis, this Agreement shall be null and void. company is

not bound by this Agreement if this Agreement has been entered into by a Restricted Person as

Buyer or Buyer has entered into this Agreement or has purchased LetCoinShop Tokens on behalfof

a Restricted Person, and Company may take all necessary and appropriate actions, in its sole

discretion, to invalidate this Agreement, including referral of information to the appropriate

authorities. Any Restricted Person who uses the LetCoinShop Token and/or purchases LetCoinShop Tokens or enters this Agreement on an unlawful, unauthorized or fraudulent basis shall be

solely liable for, and shall indemnify, defend and hold harmless the Company and Company's

respective past, present and future employees, officers, directors, contractors, consultants, equity

holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents,

representatives, predecessors, successors and assigns (collectively, the “Company Parties”) from any

damages, losses, losses, costs or expenses of any kind, whether direct or indirect, consequential,

compensatory, incidental, actual, exemplary, punitive or special and including, without limitation,

any loss of business, revenues, profits, data, use, goodwill or other intangible losses (collectively,

the“Damages”) incurred by a Company Party that arises from or is a result of such Restricted

Person's unlawful, unauthorized or fraudulent use of the LetCoinShop Token and/or the receipt or

purchase of LetCoinShop Tokens.

**Article 3 : NO OTHER RIGHTS CREATED**

Section 3.1 No Claim, Loan or Ownership Interest.

The purchase of LetCoinShop Tokens:

(a)

does not provide Buyer with rights of any form with respect to the Company 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 or legal rights;

(b)

is not a loan to Company; and (c) does not provide Buyer with any ownership or other

interest in Company.

Section 3.2 Intellectual Property.

Company retains all right, title and interest in all of Company's intellectual property, including,

without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods,

software, compositions, formulae, techniques, information and data, whether or not patentable,

copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon

and any intellectual property of any third party being legally obtained, possessed and used. This place

may not use any of Company's intellectual property for any reason without Company's prior written

consent.

|  |
| --- |
| **Page 5** |

**Article 4: SECURITY AND DATA; TAXES**

Section 4.1 Security and Data Privacy.

(a) Buyer's Security. Buyer will implement reasonable and appropriate measures designed to secure

access to:

(i) any device associated with Buyer and utilized in connection with Buyer's purchase of LetCoinShop Tokens;

(ii) private keys to Buyer's wallet or account;

(iii)any other username, passwords or other login or identifying credentials. In the event that Buyer

is no longer in possession of Buyer's private keys or any device associated with Buyer's account or

is not able to provide Buyer's login or identifying credentials, Buyer may lose all of Buyer's LetCoinShop Tokens and/or access to Buyer's account. Company is under no obligation to recover any

LetCoinShop Tokens and Buyer acknowledges, understands and agrees that all purchases of LetCoinShop Tokens are non-refundable and Buyer will not receive money or other compensation for any

LetCoinShop Tokens are purchased. More details you may find in ARTICLE 7 herein.

(b) Additional Information.

Upon Company's request, Buyer will immediately provide to Company information and documents

that Company, in its sole discretion, deems necessary or appropriate to comply with any laws,

regulations, rules or agreements, including without limitation judicial process. such documents

include, but are not limited to, passport, driver's license, utility bills, photographs of associated

individuals, government identification cards, or sworn statements. Buyer consents to Company

disclosing such information and documents in order to comply with applicable laws, regulations,

rules or agreements. Buyer acknowledges that Company may refuse to distribute LetCoinShop

Tokens to Buyer until such requested information is provided.

Section 4.2 Taxes. Buyer acknowledges, understands and agrees that:

(a) the purchase and receipt of LetCoinShop Tokens may have tax consequences for Buyer;

(b) Buyer is solely responsible for Buyer's compliance with Buyer's tax obligations; and

(c) Company bears no liability or responsibility with respect to any tax consequences to Buyer. still

you should bear in mind that even if specific tax legislation is not adopted, the general regime of

withholding taxation may apply.

IT IS YOUR OWN RESPONSIBILITY TO INVESTIGATE, AND TO GET TAX ADVICE IF NEEDED, WHETHER YOUR LOCAL TAX LEGISLATION APPLY OR NOT. IT IS YOUR OWN RESPONSIBILITY TO PAY TAXES, TO FILE ALL NECESSARY DOCUMENTATION TO TAX AUTHORITIES AND TO FULFILL ANY OTHER TAX OBLIGATION AS MAY BE IMPOSED ON YOU IN REGARD TO RECEIVING INCOME, PARTICIPATING IN TRANSACTIONS OR OTHERWISE. COMPANY ACCEPTS NO RESPONSIBILITY ON ANY TAX CONSEQUENCES YOU MAY HAVE WHEN PARTICIPATING IN TOKEN DISTRIBUTION OR DEALING IN

LETCOINSHOP TOKENS.

|  |
| --- |
| **Page 6** |

**Article 5 : REPRESENTATIONS AND WARRANTIES OF BUYER**

Section 5.1 Authority.

Buyer has all requisite power and authority to execute and deliver this Agreement, to use and

purchase LetCoinShop Tokens, and to carry out and perform its obligations under this Agreement.

(a)

If an individual, Buyer is at least 18 years old and of sufficient legal age and capacity to

purchase LetCoinShop Tokens.

(b)

If a legal person, Buyer is duly organized, validly existing and in good standing under the laws

of its domiciliary jurisdiction and each jurisdiction where it conducts business.

Section 5.2 No Conflict.

The execution, delivery and performance of this Agreement will not result in any violation of, be in

conflict with, or constitute a material default under, with or without the passage of time or the

giving of notice: (a) any provision of Buyer's organizational documents, if applicable; (b) any

provision of any judgment, decree or order to which Buyer is a party, by which it is bound, or to

which any of its material assets are subject; (c) any material agreement, obligation, duty or

commitment to which Buyer is a party or by which it is bound; or (d) any laws, regulations or rules

applicable to Buyer.

Section 5.3 No Consents or Approvals.

The execution and delivery of, and performance under, this Agreement require no approval or other

action from any governmental authority or person other than Buyer.

Section 5.4 Buyer Status.

Buyer is not a Restricted Person, and is of sound mind, is not subject to any of the disqualifying

events, bankruptcy event or any similar event preventing him\ her from purchasing of LetCoinShop

Tokens (a “Buyer Event”), and there is no proceeding or investigation pending or, to the knowledge

of Buyer, threatened by any governmental authority, that would reasonably be expected to become

the basis for a Buyer Event.

Section 5.5 Buyer Knowledge and Risks of Project.

Buyer has sufficient knowledge and experience in business and financial matters, including a

sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart

contracts, storage mechanisms (such as digital or token wallets), blockchain-based software systems

and blockchain technology, to be able to evaluate the risks and merits of Buyer's purchase of LetCoinShop Tokens, including but not limited, to the matters set forth in this Agreement, and is able to

|  |
| --- |
| **Page 7** |

bear the risks thereof, including loss of all amounts paid, loss of LetCoinShop Tokens, and liability to

the Company Parties and others for its acts and omissions, including with limitations those

constituting breach of this Agreement, negligence, fraud or willful misconduct. Buyer has obtained

sufficient information in order to make an informed decision to purchase LetCoinShop Tokens.

More details on Risks associated with entering into this Agreement you may find in ARTICLE 7 herein.

Section 5.6 Funds; Payments.

(a)

Funds. The funds, including any fiat, virtual currency or cryptocurrency, Buyer uses to

purchase LetCoinShop Tokens are not derived from or related to any unlawful activities, including

but not limited to money laundering or terrorist financing, and Buyer will not use the LetCoinShop

Tokens to finance, engage in, or otherwise support any unlawful activities.

(b)

Payments. All payments by Buyer under this Agreement will be made only in Buyer's name,

from a digital wallet or bank account not located in a country or territory that has been designated

as a “noncooperative country or territory” by the Financial Action Task Force, and is not a “foreign

shell bank” within the meaning of the US Bank Secrecy Act (31 USC § 5311 et seq.), as amended,

and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such

regulations may be amended from time to time.

Section 5.7 Miscellaneous Regulatory Compliance.

(a)

Anti-Money Laundering; Counter-Terrorism Financing. To the extent required by applicable

law, Buyer complies with all anti-money laundering and counterterrorism financing requirements.

(b)

Sanctions Compliance. Neither Buyer, nor any person having a direct or indirect beneficial

interest in Buyer or LetCoinShop Tokens being acquired by Buyer, or any person for whom Buyer is

acting as agent or nominee in connection with LetCoinShop Tokens, is the subject of sanctions

administered or enforced by the United Nations, any country or government (collectively,

“Sanctions”) or is organized or resident in a country or territory that is the subject of countrywide or

territory-wide Sanctions.

**Article 6 : DISCLAIMERS**

Section 6.1

Buyer expressly acknowledges, understands and agrees that Buyer is using the LetCoinShop Tokens

at the Buyer's sole risk and that the LetCoinShop Tokens are each provided, used and

acquired on an “AS IS” and on an “AS AVAILABLE” basis without representations, warranties,

promises or guarantees whatsoever of any kind by Company and Buyer shall rely on its own

examination and investigation of it.

Section 6.2 No Representation or Warranty.

|  |
| --- |
| **Page 8** |

(A) COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; AND

(B) WITH RESPECT TO LETCOINSHOP TOKENS, COMPANY SPECIFICALLY DOES NOT REPRESENT OR WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR

PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

**Article 7 : RISKS**

A PARTICIPATION IN ICO AND A PURCHASE OF THE LETCOINSHOP TOKENS INVOLVE A HIGH DEGREE OF RISK. BELOW ARE CERTAIN RISKS THAT SHOULD BE CONSIDERED IN CONNECTION WITH PARTICIPATION IN TOKEN DISTRIBUTION AND PURCHASE OF DIGITAL TOKENS. THERE MAY BE OTHER RISKS ASSOCIATED WITH DIGITAL TOKENS, TRADING VENUES AND THE WHOLE MARKET WHICH THE COMPANY MAY NOT PREDICT AT THIS TIME. THE DIGITAL TOKENS ARE OF A SPECIALIST NATURE AND SHOULD ONLY BE PURCHASED AND TRADED BY INVESTORS WHO ARE PARTICULARLY KNOWLEDGEABLE IN INVESTMENT MATTERS.

LETCOINSHOP TOKENS MAY HAVE NO VALUE. BUYER MAY LOSE ALL AMOUNTS PAID. Buyer has

carefully reviewed, acknowledges, understands and assumes the following risks, as well as all other

risks associated with the LETCOINSHOP Tokens (including those not discussed herein), all of which

could render the LETCOINSHOP Tokens worthless or of little value:

Section 7.1 No Rights, Functionality or Features.

LETCOINSHOP Tokens have no rights, uses, purpose, attributes, functionalities or features, express or

implied, outside the Project.

Section 7.2

LETCOINSHOP PLATFORM. Buyer should not purchase BULK TRADER Tokens in reliance on the LETCOINSHOP PLATFORM because BULK TRADER Tokens may not be usable on the LETCOINSHOP PLATFORM or outside it and do not entitle Buyer to anything with respect to the LETCOINSHOP

PLATFORM.

Section 7.3 Purchase Price Risk.

The distribution of LETCOINSHOP Tokens will usually occur at the end of the Distribution Period.

There are no guarantees as to the price of LETCOINSHOP Tokens purchased by Buyer and no

guarantees that the price per LETCOINSHOP Token determined each period by the market will be

equal to or higher. There is the possibility that the price per LETCOINSHOP Token will fall below the

price paid by initial buyers of LETCOINSHOP Tokens during the Distribution Period. Company reserves

|  |
| --- |
| **Page 9** |

the right to change the duration of the Distribution Period for any reason, including, without

limitation, bugs in the Distribution Contract or the unavailability of the Website or other unforeseen

procedural or security issues.

Section 7.4 Blockchain Delay Risk.

On the Binance blockchain, timing of block production is determined by proof of work so block

production can occur at random times. For example, BNB contributed to the LETCOINSHOP

Distribution Contract in the final seconds of a distribution period may not get included for that

period Buyer acknowledges and understands that the Binance blockchain may not include the

Buyer's transaction at the time Buyer expects and Buyer may not receive LETCOINSHOP Tokens the

same day Buyer sends BNB.

Section 7.5 Binance Blockchain.

The Binance blockchain is prone to periodic congestion during which transactions can be delayed

or lost. Individuals may also intentionally spam the Binance network in an attempt to gain an

advantage in purchasing cryptographic tokens.

Buyer acknowledges and understands that Binance block producers may not include Buyer's

transaction when Buyer wants or Buyer's transaction may not be included at all.

Section 7.6 Ability to Transact or Resell.

Buyer may be unable to sell or otherwise transact in LETCOINSHOP Tokens at any time, or for the

price Buyer paid. By purchasing LETCOINSHOP Tokens, Buyer acknowledges, understands and agrees that:

(a) LETCOINSHOP Tokens may have no value;

b) there is no guarantee or representation of liquidity for the LETCOINSHOP Tokens; and (c) Company is not and shall not be responsible for or liable for the market value of LETCOINSHOP Tokens, the transferability and/or liquidity of LETCOINSHOP Tokens and/or the availability of any market for LETCOINSHOP Tokens through third parties or otherwise.

Section 7.7 Token Security.

LETCOINSHOP Tokens may be subject to expropriation and or/theft. Hackers or other malicious

groups or organizations may attempt to interfere with the LETCOINSHOP Distribution Contract or the LETCOINSHOP Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because

the Binance platform rests on open source software and LETCOINSHOP Tokens are based on open

source software, there is the risk that Binance smart contracts may contain intentional or

unintentional bugs or weaknesses which may negatively affect the LETCOINSHOP Tokens or result in the loss of Buyer's LETCOINSHOP Tokens, the loss of Buyer's ability to access or control Buyer's LCS.

|  |
| --- |
| **Page 10** |

LCS Tokens or the loss of BNB in Buyer's account. In the event of such a software bug or

weakness, there may be no remedy and holders of LETCOINSHOP Tokens are not guaranteed any

remedy, refund or compensation.

Section 7.8 Access to Private Keys.

LETCOINSHOP Tokens purchased by Buyer may be held by Buyer in Buyer's digital wallet or vault,

which requires a private key, or a combination of private keys, for access. loss of profit

requisite private key(s) associated with Buyer's digital wallet or vault storing LETCOINSHOP Tokens

will result in loss of such LETCOINSHOP Tokens, access to Buyer's LETCOINSHOP Token balance

and/or any initial balances in blockchains created by third parties. Moreover, any third party that

gains access to such private key(s), including by gaining access to login credentials of a hosted wallet

or vault service Buyer uses, may be able to misappropriate Buyer's LETCOINSHOP Tokens. Company

is not responsible for any such losses.

Section 7.9 New Technology.

The LETCOINSHOP PLATFORM and all of the matters set forth in the White Paper are new and

untested. The LETCOINSHOP PLATFORM might not be capable of completion, implementation or

adoption. It is possible that LETCOINSHOP PLATFORM will never be launched and there may never be

an operational platform. Even if the LETCOINSHOP PLATFORM is completed, implemented and

adopted, it might not function as intended, and any tokens associated with a blockchain adopting

the LETCOINSHOP PLATFORM may not have functionality that is desirable or valuable. Also,

technology is changing rapidly, so the BULK TRADER Tokens and the LETCOINSHOP PLATFORM may

become outdated.

Section 7.10 Reliance on Third-Parties.

Even if completed, the LETCOINSHOP PLATFORM will rely, in whole or partly, on third parties

(including any Company Party other than the Company itself) to adopt and implement it and to

continue to develop, supply, and otherwise support it. There is no assurance or guarantee that those

third parties will complete their work, properly carry out their obligations, or otherwise meet

anyone's needs, all of might have a material adverse effect on the Project.

Section 7.11 Failure to Map a Public Key to Buyer's Account.

Failure of Buyer to map a public key to Buyer's account may result in third parties being unable to

recognize Buyer's LETCOINSHOP Token balance on the Binance blockchain.

Section 7.12 Exchange & Counterparty Risks.

If Buyer sends BNB to the LETCOINSHOP Distribution Contract from an exchange or an account that Buyer does not control, pursuant to the LETCOINSHOP Distribution Contract, LETCOINSHOP will be allocated to the account that has sent BNB; therefore, Buyer may never receive or be able to

|  |
| --- |
| **Page 11** |

recover Buyer's LETCOINSHOP Tokens. Furthermore, if Buyer chooses to maintain or hold LETCOINSHOP Tokens through a cryptocurrency exchange or other third party, Buyer's LETCOINSHOP Tokens may be stolen or lost. By purchasing BULK TRADER Tokens, Buyer acknowledges and agrees

that Buyer holds LETCOINSHOP Tokens on a cryptocurrency exchange or with another third party at

Buyer's own and sole risk.

Section 7.13 Changes to the Project.

The LETCOINSHOP PLATFORM is still under development and may undergo significant changes over

time. Although Company intends for LETCOINSHOP PLATFORM to have the features and

specifications set forth in the White Paper, Company may make changes to such features and

specifications for any number of reasons, any of which may mean that the LETCOINSHOP PLATFORM

does not meet Buyer's expectations.

Section 7.14 Project Completion.

The development of LETCOINSHOP PLATFORM may be abandoned for a number of reasons,

including, but not limited to, lack of interest from the public, lack of funding, lack of commercial

success or prospects, or departure of key personnel.

Section 7.15 Lack of Interest.

Even if the Project is finished, launched and adopted, the ongoing success of the Project relies on the

interest and participation of third parties. There can be no assurance or guarantee that there will be

sufficient interest or participation in the Project.

Section 7.16 Uncertain Regulatory Framework.

The regulatory status of cryptographic tokens, digital assets and blockchain technology is

unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental

authorities will regulate such technologies. It is likewise difficult to predict how or whether any

governmental authority may make changes to existing laws, regulations and/or rules that will affect

cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could

negatively impact LETCOINSHOP Tokens in various ways, including, for example, through a

determination that LETCOINSHOP Tokens are regulated financial instruments that require

registration. Company may cease the distribution of LETCOINSHOP Tokens, the development of the

Project or cease operations in a jurisdiction in the event that governmental actions make it unlawful

or commercially undesirable to continue to do so.

IT IS YOUR PERSONAL RESPONSIBILITY TO COMPLY WITH YOUR LOCAL REGULATIONS AND LAWS OF YOUR JURISDICTION WHEN PARTICIPATING IN LETCOINSHOP DISTRIBUTION CONTRACT OR PURCHASING ON THE SECONDARY MARKET THE LETCOINSHOP TOKENS. THE COMPANY PRECLUDES YOU FROM PARTICIPATING IN LETCOINSHOP DISTRIBUTION CONTRACT AND THIS AGREEMENT IF.

|  |
| --- |
| **Page 12** |

 RELEVANT AUTHORITY IN YOUR COUNTRY OF RESIDENCE FORBID YOU TO DO SO AND/OR REQUIRES THE COMPANY TO REGISTER WITH, OR TO REGISTER LETCOINSHOP DISTRIBUTION AGREEMENT OR THIS AGREEMENT WITH, OR TO FILE ANY OTHER FORMS, INFORMATION OR DOCUMENTATION

WITH, OR REQEST FOR AUTHORISATION FROM, SUCH AUTHORITY, OR IMPOSES ON THE COMPANY ANY OTHER LIABILITY OR OBLIGATION SIMILAR TO THE ABOVE.

Section 7.17 Risk of Government Action.

The industry in which Company operates is new, and may be subject to heightened oversight and

scrutiny, including investigations or enforcement actions. There can be no assurance that

governmental authorities will not examine the operations of Company and/or pursue enforcement

actions against Company. Such governmental activities may or may not be the result of targeting

Company in particular. All of this may subject Company to judgments, settlements, fines or

penalties, or cause Company to restructure its operations and activities or to cease offering certain

products or services, all of which could harm Company's reputation or lead to higher operational

costs, which may in turn have a material adverse effect on the LETCOINSHOP Tokens and/or the

development of LETCOINSHOP PLATFORM.

**Article 8: LIMITATION OF LIABILITY; INDEMNIFICATION**

Section 8.1 Limitation of Liability.

To the fullest extent permitted by applicable law, Buyer disclaims any right or cause of action against

Company of any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part

of Company. Company shall not be liable to Buyer for any type of damages, whether direct, indirect,

incidental, special, punitive, consequential or exemplary (including damages for lost profits,

goodwill, use or data), even if and notwithstanding the extent to which Company has been advised

of the possibility of such damages. Buyer agrees not to seek any refund, compensation or

reimbursement from a Company Party, regardless of the reason, and regardless of whether the

reason is identified in this Agreement.

Section 8.2 Damages.

In no circumstances will the aggregate joint guarantee of the Company Parties, whether in contract,

warrant, tort or other theory, for Damages to Buyer under this Agreement exceed the amount

received by Company from Buyer.

Section 8.3 Force Majeure.

Buyer understands and agrees that Company shall not be liable and disclaims all liability to Buyer in

connection with any force majeure event, including acts of God, labor disputes or other industrial

disturbances, electrical, telecommunications, hardware, software or other utility failures, software

or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events,

|  |
| --- |
| **Page 13** |

blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological

change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt,

changes to any blockchain-related protocol.

Section 8.4 Release.

To the fullest extent permitted by applicable law, Buyer releases Company from responsibility,

liability, claims, demands, and/or damages of every kind and nature, known and unknown (including,

but not limited to claims of negligence), arising out of or related to disputes between Buyer and the

acts or omissions of third parties.

Section 8.5 Indemnification.

(a) To the fullest extent permitted by applicable law, Buyer will indemnify, defend and hold harmless

and reimburse Company and company Party from and against any and all actions, proceedings,

claims, damages, demands and actions (including without limitations fees and expenses of counsel),

incurred by Company arising from or relating to:

(i) Buyer's purchase or use of LETCOINSHOP Tokens;

(ii) Buyer's responsibilities or obligations under this Agreement;

(iii) Buyer's breach of or violation of this Agreement;

(iv) Any inaccuracy in any representation or warranty of Buyer, including KYC-AML;

(v) Buyer's violation of any rights of any other person or entity; and/or

(vi) any act or omission of Buyer that is negligent, unlawful or constitutes willful misconduct.

(b) Company reserves the right to exercise sole control over the defense, at Buyer's expense, of any

claim subject to indemnification under this Section 8.5. This indemnity is in addition to, and not in

lieu of, any other indemnities set forth in a written agreement between Buyer and Company.

Article 9 : DISPUTE RESOLUTION

Section 9.1 Informal Dispute Resolution.

Buyer and Company shall cooperate in good faith to resolve any dispute, dispute or claim arising

out of, relating to or in connection with this Agreement, including with respect to the formation,

applicability, breach, termination, validity or enforceability thereof (a “Dispute”). If the Parties are

unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all

Parties, such Dispute shall be finally settled by Binding Arbitration as defined in

Section 9.2

|  |
| --- |
| **Page 14** |

All notices to the Company in relation hereto shall be sent to info@letcoinshop.com and sent otherwise shall not be deemed received by the Company. Notice to you shall be to email address provided by you to us. Company may use the last email address of you known to it, and you may not claim notice not to be received if it is sent to such email address.

Section 9.2 Binding Arbitration.

Any Dispute not resolved within 90 days as set forth in Section 9.1 shall be referred to and finally

resolved by arbitration administered by the TURKEY Arbitration Center in accordance with the Arbitration Rules of TURKEY for the time being in force, which rules are deemed to be

incorporated by reference in this clause. The seat of the arbitration shall be TURKEY. the

tribunal shall consist of one arbitrator. The language of the arbitration shall be English.

The governing law of the Agreement shall be as set forth in Section 10.1 herein. The arbitration

award shall be final and binding on the Parties (“Binding Arbitration”). The Parties undertake to carry

out any award without delay and waive their right to any form of recourse insofar as such waiver can

validly made. Judgment upon the award may be entered by any court having jurisdiction thereof

or having jurisdiction over the relevant Party or its assets. Company and Buyer will each pay their

respective attorneys' fees and expenses. Notwithstanding the foregoing, Company reserves the

right, in its sole and exclusive discretion, to assume responsibility for any or all of the costs of the

arbitrate.

Section 9.3 No Class Arbitrations, Class Actions or Representative Actions.

Any dispute arising out of or related to this Agreement is personal to Buyer and Company 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.

**Article 10 : MISCELLANEOUS**

Section 10.1 Governing Law.

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by

the laws of Republic of TURKEY, without giving effect to its principles or rules of conflict of

laws, to the extent such principles or rules are not mandatorily applicable by statute and would

permit or require the application of the laws of another jurisdiction.

Section 10.2 Assignment.

Buyer shall not assign this Agreement without the prior written consent of Company. any

assignment or transfer in violation of this Section 10.2 will be void. Company may assign this

|  |
| --- |
| **Page 15** |

Agreement to an affiliate or partner. Subject to the foregoing, this Agreement, and the rights and

obligations of the Parties hereunder, will be binding upon and inure to the benefit of their respective

successors, assigns, heirs, executors, administrators and legal representatives.

Section 10.3 Entire Agreement.

This Agreement, including the exhibits attached hereto and the materials incorporated herein by

reference, constitutes the entire agreement between the Parties and supersedes all prior or

contemporaneous agreements and understandings, both written and oral, between the Parties with

respect to the subject matter hereof, including, without limitation, any public or other statements or

presentations made by Company about the LETCOINSHOP Tokens or the LETCOINSHOP PLATFORM.

Section 10.4 Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid,

inoperative or unenforceable for any reason, the provision shall be modified to make it valid and, to

the extent possible, effectuate the original intent of the Parties as closely as possible in an

acceptable manner in order that the transactions contemplated hereby be consummated as

originally contemplated to the fullest extent possible.

Section 10.5 Modification of Agreement.

This Agreement is subject to change by the Company at its sole discretion at any time by posting a

revised version on the Website, available at [www.letcoinshop.com](http://www.letcoinshop.com) . The modified terms will become

effective upon posting. It is Buyer's responsibility to check the Website regularly for modifications to

this Agreement.

Section 10.6 Termination of Agreement; survival.

This Agreement will terminate upon the completion of all sales in the LETCOINSHOP

Token Distribution. Company reserves the right to terminate this Agreement, in its sole discretion, in

the event that Buyer breaches this Agreement. Upon termination of this Agreement:

(a) all of Buyer's rights under this Agreement immediately terminate;

(b) Buyer is not entitled to a refund of any amount paid; and (c) Articles 3, 4, 6, 7, 8, 9, and 10 will

continue to apply in accordance with their terms.

Section 10.7 No Waivers.

The failure by Company to exercise or enforce any right or provision of this Agreement will neither

constitute a present or future waiver of such right or provision nor limit Company's right to enforce

such right or provision at a later time. All waivers by Company to be effective must be unequivocal

and made in writing.

|  |
| --- |
| **Page 16** |

Section 10.8 No Partnership; No Agency; No Third Party Beneficiaries.

Nothing in this Agreement and no action taken by the Parties shall constitute, or be deemed to

constitute, a partnership, association, joint venture or other co-operative entity between 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. This Agreement does not create any third party beneficiary rights in any person.

Section 10.9 Electronic Communications.

Buyer agrees and acknowledges that all agreements, notices, disclosures and other communications

that Company provides Buyer pursuant to this Agreement or in connection with or related to Buyer's

purchase of LETCOINSHOP Tokens, including this Agreement, may be provided by Company, in its

sole discretion, to Buyer, in electronic form. You are responsible for protecting against viruses and

other destructive items. Your use of this e-mail is at your own risk and it is your responsibility to take

precautions to ensure that it is free from viruses and other items of a destructive nature.

Buyer and Company are herein referred to individually as a “Party” and collectively, as