SCORP2.0 TOKEN SALE AGREEMENT

Important Notice

This document does not constitute an offer of securities, financial instruments, or investment products. SCORP2.0 Tokens are not classified as securities and carry no expectation of profit, dividends, ownership rights, or other financial benefits.

SCORP2.0 Tokens must not be understood, interpreted, classified, or treated as:

1. Currencies;

2. Bonds or stocks issued by any institution;

3. Units of securities or derivatives such as collective investment schemes and business trusts;

4. Rights under contracts for difference or similar contracts guaranteeing return or avoiding losses;

5. Rights, options, or derivatives related to bonds or stocks issued by any institution.

Parties

This Agreement is entered into between:

Scorpion Ltd. ("the Company"), a corporate entity associated with the **Presale.scorpion.casino** platform;

and

Any person (natural or juridical) who participates in this public, Token Distribution Event ("the Participant").

(Hereinafter referred to individually as "Party" and collectively as "Parties".)

Recitals

- The Company intends to accept contributions through a Token Distribution Event in exchange for an allocation of SCORP2.0 Tokens.

- The funds raised will be used for the development and expansion of the Scorpion ecosystem and related services.
- Full details of the Token, the presale process, and project information are available on the official website and in the Whitepaper.

- This Token Distribution Event applies only to Participants who are not Prohibited Participants.

- The Company will accept contributions in the cryptocurrencies specified on the Website.

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1. Definitions and Interpretations

SCORP2.0 Token:
A digital token created and issued by the Company for use within the Scorpion ecosystem.

The Platform:
A decentralized blockchain-based platform owned and operated by the Company.

Dissolution Event:
Any event leading to the liquidation or dissolution of the Company.

Price:
1 SCORP2.0 = 0.15 USD (fixed presale price).

Prohibited Participant:
Any person or entity who is a citizen, resident, or controlled from a jurisdiction where token offerings or holding digital assets are prohibited, including but not limited to the United States.

Wallet:
A digital vault, software, or other storage mechanism for holding Tokens.

2. Token Information

- **Token Name:** SCORP2.0
- **Blockchain:** Ethereum (ERC-20 Standard)
- **Total Supply:** 7,500,000,000 SCORP2.0
- **Presale Allocation:** 3,000,000,000 SCORP2.0
- SCORP2.0 is a **utility token** — it grants **no ownership**.
- All existing SCORP holders will be automatically migrated to SCORP2.0.

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3. Presale Structure

- The presale will be conducted in multiple phases, with prices increasing at each stage.

- Tokens purchased in the presale are **locked and non-transferable** until the official launch.

- **All sales are final and non-refundable.**

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4. Eligibility

Participants must ensure they are legally permitted to acquire digital assets in their jurisdiction and remain responsible for complying with local laws and taxes.

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5. Rights and Limitations

SCORP2.0 Tokens:

- Do **not** grant any ownership, equity, or voting rights in Scorpion Ltd. or any affiliated entity.

- Do **not** represent shares, securities, or any form of participation in the Company's capital or governance.

  Do **not** constitute an investment contract or any promise of future profits, dividends, or financial returns.

- Exist **solely** as utility tokens designed for use within the Scorpion ecosystem, providing access to platform features, benefits, and services.

6. Participation Process

- The contribution process is defined on the Website.

- The Company may refuse contributions that are below the minimum amount or incomplete. The user has to pay for the gas fees.

- The Company accepts **different cryptocurrencies** during this event.

- Acceptance of this Agreement and submission of a contribution make this Agreement legally binding.

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7. Participation Principles

1. Tokens are unavailable to any **Prohibited Participant**.
2. Each Participant must ensure compliance with laws of their jurisdiction.
3. Token allocations are final, non-refundable, and non-cancellable.
4. Tokens are **not securities** and do not grant dividend or liquidation rights.
5. All intellectual property (brand, code, design, data, etc.) remains the sole property of the Company.

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8. Termination

This Agreement terminates upon:

- Allocation of Tokens or refund of the Participation Amount; or
- Completion of obligations under Clause 8.

Clauses regarding disclaimers, confidentiality, indemnity, and limitation of liability survive termination.

9. Representations and Warranties of the Participant

The Participant warrants that:

1. They are legally eligible and authorized to enter this Agreement.
2. Participation does not breach any applicable laws.
3. Tokens are acquired on their own behalf, not as an agent or nominee.
4. They are financially capable of bearing the risks and understand the speculative nature of tokens.
5. They are responsible for all applicable taxes.
6. They understand that Tokens have **no rights, features, or guarantees** beyond use within the Platform.

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10. Taxes and Indemnity

The Participant is solely responsible for all taxes or duties arising from their acquisition. They agree to **defend, indemnify, and hold harmless** the Company and its affiliates from any claims, liabilities, or losses arising from this Agreement, including tax obligations.

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11. Risk Disclosure

The Participant acknowledges the substantial risks associated with digital tokens and blockchain, including but not limited to:

- Market volatility and illiquidity;
- Regulatory changes;
- Technological failures, exploits, or loss of private keys;
- Fraud, theft, or cyberattacks;
- Project failure or discontinuation.
  Participation is at the sole risk of the Participant.

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12. Disclaimers and Limitation of Liability

Tokens and the Platform are provided **"as is"** without any warranties.
The Company shall not be liable for any loss, damage, or claim (direct or indirect) arising from participation, holding, or use of SCORP2.0 Tokens.

13. Privacy Policy

The Company respects Participant privacy and only requests data necessary for regulatory compliance. The Company may share data with regulators or authorities if required by law. All non-public information will remain confidential except as required for compliance or crime prevention.

14. Amendments

This Agreement may only be amended by a written document signed by all Parties.
No waiver is effective unless in writing and applies only to the specific breach described.

15. Validity

If any clause is deemed invalid, the remainder of the Agreement remains enforceable.

16. Governing Law and Jurisdiction

This Agreement is governed by the laws of the jurisdiction in which the Company is registered.All disputes arising out of this Agreement shall be resolved in accordance with those laws.

17. Entire Agreement

This document constitutes the entire agreement between the Parties, superseding all prior communications, understandings, or representations related to the SCORP2.0 Token Sale.