# TOKEN ISSUANCE & SALE AGREEMENT

Last Updated: February 25th, 2025

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## 1. PARTIES TO THE AGREEMENT

This Token Issuance & Sale Agreement ("Agreement") is entered into by and between:

1. MAGIC WORLD LTD, a company incorporated and registered in the United Kingdom ("Company," "We," "Us"), and
2. Any individual or entity purchasing MAGIC WORLD Tokens ("Buyer," "You").

By purchasing Tokens, you agree to comply with this Agreement, the Company’s Terms of Service, and applicable UK laws.

## 2. TOKEN CHARACTERISTICS

2.1 Nature of Tokens

A. MAGIC WORLD Tokens ("Tokens") are utility tokens designed for in-game transactions, rewards, and digital asset purchases.  
B. Tokens do not represent equity, securities, or ownership in MAGIC WORLD LTD.  
C. Tokens are not investment vehicles and provide no profit-sharing or dividend rights.

2.2 Token Utility

A. Tokens can be used within the MAGIC WORLD ecosystem to purchase virtual assets, access exclusive content, and interact with the in-game economy.  
B. Tokens do not grant voting rights in corporate matters outside of game governance.  
C. Tokens may be subject to additional usage terms within the ecosystem as updated by MAGIC WORLD.

## 3. PURCHASE TERMS

3.1 Eligibility

A. Buyers must be at least 18 years old and legally permitted to purchase digital assets in their jurisdiction.  
B. MAGIC WORLD reserves the right to deny any purchase if a Buyer is from a restricted jurisdiction.

3.2 Payment & Transaction Finality

A. All payments must be made using approved payment methods, including fiat currencies and cryptocurrencies.  
B. All token sales are final and non-refundable, except where required by law.  
C. MAGIC WORLD is not responsible for incorrect wallet addresses provided by Buyers.  
D. Buyers acknowledge that blockchain transactions are irreversible.

## 4. REGULATORY COMPLIANCE & RISKS

4.1 UK FCA Compliance

A. MAGIC WORLD Tokens are structured to comply with UK FCA guidance and are not classified as securities.  
B. Buyers acknowledge that the UK regulatory landscape for digital assets is evolving.  
C. MAGIC WORLD reserves the right to modify Token functionality to maintain compliance.

4.2 Market Risks

A. Token value may fluctuate significantly due to market demand and regulatory changes.  
B. MAGIC WORLD makes no guarantees regarding future Token value or liquidity.  
C. Buyers accept full responsibility for market risks associated with holding Tokens.

## 5. TAXATION & LEGAL RESPONSIBILITIES

1. Buyers are responsible for determining and paying any applicable taxes related to Token purchases and transactions.
2. MAGIC WORLD does not provide tax advice and encourages Buyers to consult legal and tax professionals.
3. Buyers agree to comply with tax laws applicable in their jurisdiction.

## 6. RESTRICTED JURISDICTIONS

1. Buyers from sanctioned countries or jurisdictions where cryptocurrency sales are restricted are prohibited from purchasing Tokens.
2. MAGIC WORLD may refuse transactions that violate international sanctions or UK laws.
3. MAGIC WORLD reserves the right to block or restrict access to its services in restricted regions.

## 7. TERMINATION & MODIFICATIONS

1. MAGIC WORLD reserves the right to modify, suspend, or terminate token sales if regulatory requirements change.
2. Any significant updates to this Agreement will be communicated to Buyers.
3. The Company is not responsible for losses incurred due to regulatory changes or business decisions.

## 8. DISCLAIMERS & LIMITATIONS OF LIABILITY

1. MAGIC WORLD does not guarantee that Tokens will retain value or utility.
2. The Company is not liable for losses due to market fluctuations, hacking, or technical failures.
3. Buyers assume all risks associated with Token ownership.

## 9. REPRESENTATIONS & WARRANTIES

1. Buyers represent that they are legally permitted to purchase Tokens in their jurisdiction.
2. The Company does not make warranties regarding uninterrupted access to Token services.
3. Buyers acknowledge the speculative nature of digital assets and accept all associated risks.

## 10. FORCE MAJEURE

A. MAGIC WORLD shall not be liable for any failure or delay in performing obligations due to events beyond its control, including but not limited to natural disasters, regulatory actions, cyberattacks, or global economic disruptions.

## 11. CONTACT INFORMATION

For legal or compliance inquiries, contact:

* Email: support@magicworld.com
* Website: https://magicworld.com
* Company Address: Company Address - Adding this would ensure transparency.

By purchasing Tokens, you confirm that you have read, understood, and agreed to this Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.**

**MAGIC WORLD LTD**  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PURCHASER**  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_