

TONO, a token of Tonomy Foundation

**Token Agreement (the “Agreement”)
v2.1**

THIS CERTIFIES THAT in exchange for the payment by the undersigned purchaser (the “**Purchaser**”) of _____ (the “**Purchase Amount**”) on the date of this Agreement, Stichting Tonomy, a foundation governed by the laws of the Netherlands, registered with the *Kamer van Koophandel* under number 86537288 (the “**Foundation**”), issues to the Purchaser the right (the “**Right**”) to certain units of TONO (the “**Token**” or “**TONO**”), subject to the terms set forth below.

1. Issuance

(a) **Token issue.** Subject to the KYC and AML (to the Foundation’s satisfaction): from the date of this Agreement the Foundation will issue to the Purchaser a number of units of the Token, as part of the Sale Round, as vested in accordance with the vesting arrangement starting from the Token Generation Event as referred to in the Project Documents, equal to the Purchase Amount divided by the Token Price.

In connection with and prior to the issuance of Tokens by the Foundation to the Purchaser pursuant to this Section 1(a):

(i) The Purchaser will execute and deliver to the Foundation any and all other documents related to this Agreement; and

(ii) The Purchaser will provide to the Foundation a network address for which to allocate Purchaser’s Tokens upon the issuance.

(b) **Termination.** This instrument will expire and terminate upon the earlier of:

(i) the issuance of all Purchaser’s Tokens to the Purchaser pursuant to Section 1(a);

(ii) 1 July 2025 (the “**Deadline Date**”), if the Token Generation Event has not occurred as of such date; provided that, the Foundation shall have the right to extend the Deadline Date by in total 365 days, in its sole discretion; and

2. Definitions

“**KYC and AML**” means the Foundation’s Know Your Customer and Anti-Money Laundering process, as appears from <https://launchpad.tonomy.io>.

“**Sale Round**” means the sale (Private) round of the Token with a token price equal to the Token Price.

“Token Agreement” means an agreement containing a right to units of Tokens purchased by Purchasers, similar in form and content to this Agreement, which a significant portion of the amount raised under the Token Agreements will be used to fund the Foundation’s development, marketing and launch of a virtual nation platform that enables global citizenship, democratic governance, autonomous economic zone for apps, institutions and global payments, any and all as further clarified in **Exhibit A** (the **“Project Documents”**).

“Token Generation Event” means the moment the TONO token is activated on the Tonomy Blockchain and TONO is issued and becomes available on the public market for public trading through exchanges. This is used as the starting date for vesting periods.

“Token Price” means USD 0.0003 per Token.

3. **Foundation Representations**

The Foundation is a corporation duly organized, validly existing and in good standing under the laws of the Netherlands, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

4. **Purchaser Representations**

(a) The Purchaser has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Purchaser, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors’ rights generally and general principles of equity.

(b) The Purchaser has read and taken due note of the Project Documents and will act and use the Tokens in accordance with the Project Documents.

5. **Procedures for Purchase of Rights and Valuation of Purchase Amount.**

(a) The Foundation will accept payment for the Right purchased under this Agreement in Ether, EUR, USD or USDC. Purchaser shall make the required payment to the Foundation in consideration for Purchaser’s purchase of the Right pursuant to the Agreement through and subject to the KYC and payment procedures set forth on <https://tonomy.io>.

(b) For purposes of this instrument, the value of the Purchase Amount shall be deemed in USD whether the Purchaser pays in Ether, EUR, USD or USDC, valued at the Applicable Exchange Rate. The term **“Applicable Exchange Rate”** shall mean the volume-weighted average daily price of, as the case may be, Ether, EUR, USD or USDC of the European Central Bank (in relation to USD or EUR) or www.coinmarketcap.com (in relation to USDC or Ether) in the 120-hour (5 days) period (Eastern Time) following the day and time that the Foundation notifies the Purchaser, in writing, that the Foundation has accepted Purchaser’s offer to purchase the Right under this Agreement.

6. *Miscellaneous*

(a) Reference is made to the Project Documents, containing important information regarding the Tokens (including “tokenomics”), the project financed via the sale and issue of Tokens (including “use of funds”).

(b) This instrument sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings and agreements, whether oral or written, between them. This instrument is one of a series of similar instruments entered into by the Foundation from time to time, in relation to the Sale Round.

(c) Any notice required or permitted by this instrument will be deemed sufficient when sent by email to the relevant address listed on the signature page, as subsequently modified by written notice received by the appropriate party.

(d) The Purchaser is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of capital stock for any purpose, nor will anything contained herein be construed to confer on the Purchaser, as such, any of the rights of a stockholder or any right to vote for the election of directors or upon any matter at any meeting, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise.

(e) In the event any one or more of the provisions of this instrument is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this instrument operate or would prospectively operate to invalidate this instrument, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this instrument and the remaining provisions of this instrument will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(f) The Purchaser and the Foundation hereby waive their rights to rescind (*ontbinden*) or annul (*vernietigen*) all or part of this Agreement, as the case may be, or to institute legal proceedings for the annulment or rescission of all or part of this Agreement. The Purchaser and the Foundation hereby furthermore waive their right to terminate the Agreement or constitute legal proceedings on the grounds of article 6:230 of the Dutch Civil Code demanding that all or part of this agreement be amended, except as pursuant to clause 1(b) of this Agreement. Clause 4(b) of this Agreement shall survive termination.

(g) All rights and obligations hereunder will be governed by the laws of the Netherlands, without regard to the conflicts of law provisions of such jurisdiction. Any disputes, claims, suits, actions, causes of action, demands or proceedings arising out or in connection with this instrument shall exclusively be settled by the court of Amsterdam, the Netherlands.

(Signature page follows)

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and delivered.

TONOMY FOUNDATION

By: Jack Tanner
Managing Director
Date: _____

PURCHASER:

Name: _____
Identity card #: _____
Date: _____

Exhibit A – Project Documents

This document serves as the official White Paper for the public offering and potential trading admission of TONO, the native crypto-asset of Tonomy. It provides essential information about TONO, designed to help prospective holders make informed decisions regarding their investment.

- **Tonomy and TONO - MICA Notified Whitepaper v2.5**

GitHub

Link: <https://github.com/Tonomy-Foundation/documentation/blob/2f52cb9658140df7e2509c9806ebd5b9340afd5c/whitepapers/Tonomy%20%26%20TONO%20-%20MICA%20Notified%20Whitepaper%20v2.5.pdf?raw=true>

Checksum (sha256):

9e2eaa9ce4fb10231b330691f10fc0c295c78a55f81c8e2fc5fff3f9855f2f00

This Github link contains a hash (cryptographic information) that prevents the Tonomy Foundation from modifying this document hosted by Github.

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