

MonetaPro MON

**PRE-SALE Price:
USD \$0.10**

INSTRUCTIONS for CONTRIBUTIONS:

1. Go to Uniswap website: <https://app.uniswap.org/#/swap>
2. Use dropdown for Select Token
3. Paste Address in Search Box: 0x60b88f7f48d46f0e5c3540a2c9b25b4d64632d23
4. Select and add "MON" in the dropdown
5. Click on "Connect Wallet"
6. Pick Contribution amount to Purchase MON

For Additional information (including screenshots), please click the link below:
<https://monetapro.io/wp-content/uploads/2020/12/Uniswap-Instruction-Slides-12-22-2020.pdf>

CONTACT INFORMATION: email presale@monetapro.io, or Telegram @MonSupport

For full Token Purchase Agreement, see below.

MonetaPro MON

Token Purchase Agreement

This Tokens Purchase Agreement (the “Agreement”) summarizes the principal terms proposed by MonetaPro LLC, a limited liability company incorporated in the jurisdiction of United States of America (the “Seller”) regarding sale of digital tokens which will be issued and then transferred by the Seller to You (the “Buyer”).

Please carefully read this Agreement before purchasing MonetaPro Tokens (MON), as it affects your obligations and legal rights, including, but not limited to, waivers of rights and limitation of liability. If you do not agree with this Agreement, you shall not purchase MonetaPro Tokens (MON). By purchasing MonetaPro Tokens (MON) during the Pre-Sale and Public Sale set forth herein from the Seller, you will be bound by this Agreement, thus your purchase of MonetaPro Tokens (MON) is subject to this Agreement.

RECITALS

WHEREAS, the Seller developed MonetaPro – a B2B Platform that operates as a Trade for Credit Exchange to automate the Global Trade Process (the “Platform”); and

WHEREAS, the Seller has issued its ERC20 digital tokens called MonetaPro Tokens (MON); and

WHEREAS, the Buyer wants to purchase MonetaPro Tokens (MON) pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in mutual consideration of the covenants and agreements contained herein, the Seller and Buyer agree as follows:

1. USE OF MONETAPRO TOKENS (MON)

The Buyer understands and accepts that MonetaPro Tokens (MON) will be used as utility tokens. More specifically, the MON has been designated as a Virtual Financial Asset or “VFA” by GGG ADVOCATES out of Malta, with its ultimate goal to be traded on an exchange.

2. SCOPE OF TERMS

The Buyer hereunder commits to purchase MonetaPro Tokens (MON) for Ethereum (ETH), crypto currency and the Seller hereby expressly agrees to issue and sell to the Buyer MonetaPro Tokens (MON). The purchase amount, the numbers of Tokens and potential Bonuses will be determinate in the moment of such purchase, on the terms agreed by the Parties or set forth on this Agreement.

The Buyer shall swap ETH crypto currency and the Seller will allocate an amount of MonetaPro Tokens (MON) via Uniswap or an equivalent.

The use of MonetaPro Tokens (MON) and relations between the Seller and Buyer might be governed by any other applicable terms and policies, including, but not limited to, the Token Sale agreements (Token Purchase Agreement, Terms & Conditions). The Buyer agrees and acknowledges that, to the extent applicable to the Buyer, all statutory obligations in connection with taxes incurred, directly or indirectly, in connection with the Buyer's purchase, ownership and subsequent transfer of MonetaPro Tokens (MON), shall be the sole responsibility of the Buyer.

3. ACCEPTANCE, PURCHASE PRICE AND PAYMENT

By signing this Agreement and/or by buying MonetaPro Tokens (MON) hereunder, the Buyer expressly accepts all terms and conditions described herein and agrees to be bound thereby and comply therewith.

The Buyer is obliged to strictly follow any and all requirements and procedures set forth by the Seller, as shall be mentioned on the MonetaPro AML/KYC Policy. The Buyer cannot purchase MonetaPro Tokens (MON) without successful completing AML/KYC Policy. If the Buyer fails to complete AML/KYC Policy, the Buyer will not be able to participate in Pre-Sale or Token Sale. Only if KYC procedure would be successful, the Buyer would be a lawful holder of MonetaPro Tokens (MON).

Each Buyer, who successfully passed through KYC/AML procedure, will be added to the whitelist of Buyers. If the ETH-Wallet of the Buyer is not be in the whitelist, the Buyer will not be able to receive MonetaPro Tokens (MON).The Seller is not liable for the inability of the Buyer to receive or use MonetaPro Tokens (MON) because of Buyer's failure to follow any of the requirements and procedures of the Seller or due to any possible misrepresentations of the Buyer and shall not make any refunds of prior contributions.

4. OTHER CONDITIONS OF MONETAPRO TOKEN SALE

The Seller has issued 200,000,000 (two hundred million) MonetaPro Tokens (MON). The MON TGE (Token Generation Event) has occurred and the MON was created as an Ethereum ERC20 token, which can easily be transferred among wallets, and/or listed on Exchanges.

5. THE BUYER'S ETH-WALLET

To receive MonetaPro Tokens (MON), the Buyer shall have ETH-Wallet and a private key to it since the token distribution might be carried out using specially deployed Token Sale smart contract. The Buyer may be required to manually set his/her ETH-Wallet to watch the Token Sale smart contract to receive MonetaPro Tokens (MON) after their issuance by the Seller. Use of any online exchange services (E.G., Kraken, Coinbase, Polonies, etc.), as well as use of Jaxx and multi-signature wallets to receive purchased MonetaPro Tokens (MON), **and thus to make payment, will lead to the loss of all ETH paid hereunder.** In this case, the Buyer also will not be able to receive purchased MonetaPro Tokens (MON). **The Buyer shall not use any online exchange services, Jaxx, and multi-signature wallets to receive purchased MonetaPro Tokens (MON).** The Buyer hereunder confirms, represents and warrants that he/she will use only a wallet he/she have a private key in order to receive purchased MonetaPro Tokens (MON). The following wallets are known to be compatible with Ethereum tokens (ERC-20 standard): MyEtherWallet, MetaMask, Mist, Parity, imToken, Trust, Coinomi, etc. The Seller will transfer relevant amount of the MonetaPro Tokens (MON) to the Buyer's ETH-Wallet once the Public Sale ends.

6. SOURCE OF FUNDS

The funds used for the payment hereunder shall not directly or indirectly come from any illegal sources. The Buyer hereby expressly represents and warrants that he/she is not using any proceeds of criminal or illegal activity, including money laundering of any form. The Buyer agrees to hold the Seller harmless of any investigation or proceedings related to the source of Buyer's funds transferred to the Seller in the course of MonetaPro Token Sale. The buyer also warrants to the Seller that no transaction involving MonetaPro Tokens (MON) will be used to facilitate any criminal or illegal activity, including money laundering and terrorism financing.

7. EXCHANGES

Purchased MonetaPro Tokens (MON) may be sold and transferred by the Buyer at any time after Public Sale ends via crypto currency exchanges at his/her own risk and without any interference of the Seller, provided that MonetaPro Tokens (MON) are listed on any of the

crypto currency exchanges. The Buyer acknowledges that the Seller cannot ensure and/or secure listing of the MonetaPro Tokens (MON) on such exchanges as it is the discretion of crypto currency exchanges whether to list MonetaPro Tokens (MON).

8. REFUND, CANCELLATIONS AND REPAYMENT

The Buyer acknowledges and accepts that following the completion of the Public Sale, the Seller is entitled to use received payments to finance the Seller's operational activities, development and marketing. To the extent allowable pursuant to applicable law, the Buyer's purchase of MonetaPro Tokens (MON) from the Seller is final. No refunds and/or cancellations are applicable to Pre-Sale and Public Sale, unless otherwise specified in this Agreement.

9. PURCHASE LIMITATIONS

Prohibited Jurisdictions. MonetaPro Tokens (MON) are intended to be marketed and sold to participants only in those jurisdictions and to those persons where and to whom they lawfully may be offered for sale. By signing this Agreement and/or by buying MonetaPro Tokens (MON) hereunder, the Buyer represents and warrants that the Buyer does not violate the laws of his/her country and the territory where he/she is located. The Seller may refuse from transactions with any person identified as citizen or permanent resident of prohibited jurisdictions, unrecognized and/or partly recognized territories and/or states. The Buyer understands and agrees that it is the Buyer's obligation to ensure compliance with any legislation relevant to your country of domicile concerning use of the website (<https://www.MonetaPro.io/>), and that the Buyer should not accept any liability for any illegal or unauthorized use.

Sanction Policy. The Seller may refuse from transactions with any person (a) identified or acting on behalf of any person indicated as a "Specially Designated National"; (b) established in, resident in, or otherwise operating from countries or territories subject to Sanctions lists issued by United Nations, European Union, UK Treasury and US Office of Foreign Assets Control (OFAC), as well as sanctions lists of the jurisdictions in which we (The Seller) operate.

10. REPRESENTATIONS AND WARRANTIES

By signing this Agreement and/or by buying MonetaPro Tokens (MON) hereunder, the Buyer represents and warrants that:

- (a) he/she is of an age of majority to enter into this Agreement, meets all other eligibility and residency requirements, and is fully able and legally competent to agree on the terms, conditions, obligations, affirmations, representations and warranties set forth herein;

- (b) he/she has an in-depth knowledge and deep understanding of the cryptoassets market, Blockchain-based systems and cryptocurrencies;
- (c) he/she is aware of and knows how to manage all the merits, risks and any restrictions associated with crypto market, Blockchain-based systems and cryptocurrencies;
- (d) he/she understands that crypto market is highly speculative and volatile in nature and that this Agreement is in no way an investment advice or an offer to invest;
- (e) he/she agrees and acknowledges that MonetaPro Tokens (MON) are not to be construed, interpreted, classified or treated as: any kind of currency other than cryptocurrency; debentures, stocks or shares issued by any person or entity; rights, options or derivatives in respect of such debentures, stocks or shares; rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss; units in a collective investment scheme; units in a business trust; derivatives of units in a business trust; or any other security or class of securities.

By agreeing to this Agreement, the Buyer warrants that neither he/she, nor any individual or entity that he/she represents, (i) appear on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury (“**OFAC**”), nor are they otherwise a party with which the Seller is prohibited to deal under the laws of the United States, or (ii) is a person identified as a terrorist organization, appearing on any other relevant lists maintained by governmental authorities. Because of the mentioned regulations, residents and/or citizens of the following geographic areas shall not be entitled to participate in the Pre-Sale and Public Sale: Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine (banned countries). Any residents or citizens of any other geographic area that is subject to UN-, US-, EU-, CH- or any other sovereign country sanctions or embargoes or have any affiliation to such sanctions shall not be entitled to participate in the Pre-Sale or Public Sale.

The Buyer further represents and warrants that (if You are a natural person): (i) he/she is not a person who is or has been entrusted with prominent public functions, such as a Head of State of government, a senior politician, a senior government, judicial or military official, a senior executive of a state-owned corporation, an important political party official, or a close family member or close associate of any such person, and (ii) the monies used to fund the purchase of MonetaPro Tokens (MON) are not deriving from, invested for the benefit of, or related in any way to, the governments or persons within any country (1) under a U.S. embargo enforced by OFAC, (2) that has been designated as a “non-cooperative country or territory” by the Financial Action Task Force on Money Laundering, or (3) that has been designated by the U.S. Secretary of the Treasury as a “primary money laundering concern.”

11. KYC & AML REGULATIONS

The Seller maintains a KYC (Know Your Customer) policy to comply with the Recordkeeping Requirements. We aim to reasonably identify each prospective purchaser of MonetaPro Tokens (MON) by cross-checking user data against government watch lists, as well as third-

party identity verification and authentication services. If the Buyer's proposed purchase is flagged through the Seller's internal controls, the latter may require from the Buyer an additional proof of identification. The Seller reserves the right to deny permit to any purchases of the Buyer until additional and verifiable proof of identity is received and the Buyer has been approved as a prospective purchaser.

12. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

By signing this Agreement and/or by buying MonetaPro Tokens (MON) hereunder, the Buyer represents/warrants and accepts that:

(a) there are certain risks associated with purchasing MonetaPro Tokens (MON), holding MonetaPro Tokens (MON), and using MonetaPro Tokens (MON). By purchasing MonetaPro Tokens (MON), the Buyer expressly acknowledges and assumes such risks, including, but not limited to, risk of losing access to tokens due to loss of password(s), risk of cyber-attacks, risk of hacking and security weaknesses, risks associated with markets for tokens, etc.

(b) that the MonetaPro concept is still in a development stage and is yet to be proven. Thus, there is no warranty that the process of issuing MonetaPro Tokens (MON) will be uninterrupted or error-free and there is an inherent risk that the MonetaPro website might contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of funds and/or MonetaPro Tokens (MON).

(c) that the Blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing Blockchain technology-based applications, which may be contrary to the current setup of the MonetaPro and which may, inter alia, result in substantial modifications of the MonetaPro and/or the MonetaPro Token (MON) protocol, including its termination and the loss of MonetaPro Tokens (MON) for the Buyer.

(d) there is always a possibility of change of token sale regulations across the world, including, but not limited to, possibility of token sales' ban in particular jurisdictions, and thus the Seller cannot be responsible for these regulatory changes, as well as cannot guarantee any refunds and cancellations in such event.

13. Lock-up period for Initial Team Members. The MonetaPro Tokens (MON) distributed to the team members and associates who contributed to the success of the operation will be locked up for the first 12 (twelve) months following the end of the initial Pre Sale and will then be gradually released at a rate of 10% (ten percent) of the total each month .

14. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

The MonetaPro Tokens (MON) are to be provided on an "as is" basis and without any warranties of any kind, either expressed or implied. The Buyer assumes all responsibility and risks with respect to the purchase of any amount of the MonetaPro Tokens (MON) and

their use. The Buyer hereunder expressly agrees that, to the extent allowable by applicable law, the Seller shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of the MonetaPro Tokens (MON). The Buyer understands and expressly agrees that the Seller shall not guarantee in any way that the MonetaPro Tokens (MON) will be ready for sale or transfer to third parties during or after the Pre-Sale and/or Public Sale periods. The Buyer understands and agrees that it is his/her obligation to ensure compliance with any legislation relevant to his/her country of domicile concerning purchasing of the MonetaPro Tokens (MON), and that the Seller should not accept any liability for any illegal or unauthorized purchase of the MonetaPro Tokens (MON). The Buyer agrees to be solely responsible for any applicable direct or indirect taxes, duties, levies imposed on the acquisition, ownership and subsequent transfer of MonetaPro Tokens (MON) purchased hereunder.

15. INDEMNIFICATION

To the extent allowable pursuant to applicable law, the Buyer shall indemnify, defend, and hold the Seller and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against the Buyer arising out of a breach of any warranty, representation, or obligation hereunder.

16. JURISDICTION AND DISPUTE RESOLUTION

All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of the United States of America. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall exclusively be settled by the International Arbitration and Cryptography Centre Limited (hereinafter – "IACC"). The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language of the arbitration shall be English. The hearings will be held online in accordance with IACC Rules.

17. MISCELLANEOUS

No provision of this Agreement shall be considered waived unless such waiver is in writing and signed by the party that benefits from the enforcement of such provision. No waiver of any provision in this Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of this Agreement will not in any way affect, limit, or waive a party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or

unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The Seller may assign the Seller's rights and obligations under this Agreement. Any notice or other communication given or made under this Agreement shall be and may be delivered in electronic form. The Seller shall in no way be liable for any delay or failure to perform any obligations under this Agreement as a result of a cause beyond the Seller's reasonable control. This Agreement and purchasing of MonetaPro Tokens (MON) by the Buyer shall in no way create any exclusive relationship between the Buyer and the Seller nor any partnership, joint venture, employment or agency.

Name:

Date:

Amount:

Payment From Wallet Address:

MON Transfer To Wallet Address

Signature
