

PUBLIC OFFER
to conclude a Contract for Supporting Services in Investment and Distribution
of Cryptocurrency on behalf of the User

This Public Offer shall define the procedure and conditions for the conclusion of a Contract for Supporting Services in Investment and Distribution of Cryptocurrency on behalf of the User to the investment funds of GAMEPLEX GROUP LIMITED and for their subsequent placement in cryptocurrency markets (hereinafter referred to as the Contract). The specified Contract is concluded between the User of the website in the information and telecommunication network of Internet, located on <http://gameplex.group> domain name (hereinafter referred to as the Website) and GAMEPLEX GROUP LIMITED (hereinafter referred to as the Website Administration).

This Public Offer is an official public offer of the Website Administration, addressed to the Website User, to conclude a Contract on the terms set forth below. The Contract shall be deemed concluded from the moment the User accepts the Public Offer according to the procedure provided by this Public Offer. The acceptance of this Public Offer shall mean an individual's full and unconditional acceptance of all terms and conditions of this Public Offer with no exceptions or restrictions on the terms of accession.

The registration on the Website and use of the Website functions by the User for receiving information services and implementation of investment activity shall be regarded as unconditional confirmation of the fact that the User have undertaken to observe and execute provisions of this Public Offer in full.

1. Terms and definitions

1.1. The following terms and definitions are used in this Public Offer:

Assets mean monetary funds including cryptocurrency owned by the User by virtue of ownership and transferred for the Website Administration's control on the basis of this Contract and/or received by the Website Administration in process of management of the User's funds and/or cryptocurrency.

Questionnaire of an Individual means a document containing the User's personal data, the form of which shall be approved by internal documents of the Website Administration, that shall be provided for the purposes of identification of an individual (Supplement No. 1 to this Public Offer).

Remuneration means remuneration of the Website Administration for management of assets hereunder.

Income from the asset management means the amount defined as increase in the value of net assets for the reporting period in the result of the management of assets constituting the investment fund.

Investments mean monetary funds and / or cryptocurrency used for the purpose of making profits or achieving other beneficial effect by investing such funds in an investment fund.

Investment activity means investment of monetary funds and / or cryptocurrencies in investment funds of the Website Administration in order to make profits and (or) achieve other beneficial effect.

Investor is an individual, to whom the Website Administration provides services of assistance in investing.

Activity engaged in attraction of investments means services rendered by the Website Administration aimed at assistance to the Website Users in their investments.

Cryptocurrency is a kind of digital currency.

Investment offer means an offer of the Website Administration to invest monetary funds and / or cryptocurrency in investment funds of the Administration for the purpose of their management by the Website Administration in accordance with the rules of an investment fund.

Investment fund is a separate property complex consisting of monetary funds and / or cryptocurrencies transferred by the Website Users to the Website Administration that is valid at cryptocurrency markets on for and on behalf of the Users, and of the property received in the process of such management.

Mobile app means a software used by individuals via a technical device (cellphone, smartphone or computer including a tablet computer) connected to the Internet in order to gain access to the Website.

Provision of information by the Website Administration means actions of the Website Administration aimed at obtaining information by the Users and (or) transmitting information to the Users.

1.2. Terms that are not defined in clause 1.1. hereof may be used in this Public Offer as well. In such case, the interpretation of a term shall be carried out according to the text of the Public Offer and the User Agreement of the Website. If there is no unambiguous interpretation in the text of the document, one shall be guided by the interpretation given on the Website or the usual interpretation developed in the Internet.

2. Procedure for accepting this Public Offer

2.1. In order to conclude the Contract on the terms of the Public Offer, the User shall execute its full and unconditional acceptance.

2.2. The acceptance shall be considered received by the Website Administration upon sending a request to place monetary funds and / or cryptocurrency in the investment fund of the Website Administration via information technologies and technical means of the Website.

2.3. The acceptance of the Public Offer by the User means that the User has read the investment rules and other rules posted on the Website. In addition, the acceptance of the Public Offer means that the Website Administration has received the confirmation that the User has made themselves familiar with risks associated to investing, that they realize that investing using the Website bear high risk and may lead to complete loss of investments, and accept such risks.

3. Subject of the Contract

3.1. The activity engaged in attraction of investments shall be carried out on the basis of this Contract.

3.2. The Website Administration hereby undertakes to provide the User (Investor) with an access to the Website for investment activities in accordance with the provisions of the User Agreement posted on the Website, meaning the User shall instruct, and the Website Administration shall perform actions specified in the rules of management of the investment Fund for and on behalf of and at the expense of the User, and the User shall pay the remuneration to the Website Administration for such actions performed.

3.3. Rights and obligations on the transactions made by the Website Administration in pursuance of this Contract shall be accrued to the User directly.

3.4. The Website Administration hereby guarantees the absence of contractual and other relations with persons, that may influence the fulfillment of this Contract. The Website Administration hereby guarantees its independence and objectivity in the course of fulfillment of this Contract.

3.5. The User shall choose an investment fund independently and then accept the investment offer of the Website Administration.

3.6. The Website Administration shall carry out asset management on the basis of this Contract with no instructions or orders received from the User regarding the asset management. The Website Administration shall carry out the asset management in accordance with the investment fund management rules.

4. Procedure for investment

4.1. This Contract shall be concluded in writing through information technologies and technical means of the Website by accepting the investment proposal of the Website Administration, and transferring monetary funds and/or cryptocurrencies to the selected investment fund by the User. The Contract shall be considered to be concluded upon receipt of the User's monetary funds and / or cryptocurrency from their account to the investment fund.

4.2. The investment proposal of the Website Administration must contain all essential conditions of the investment fund management rules.

4.3. The acceptance of the investment offer by the User shall be carried out by expressing its will to accept such with the help of technical means of the Website, provided that the necessary amount of the User's monetary funds and / or cryptocurrency is available on their account.

4.4. The Website Administration shall report to the User on transactions executed with the User's monetary funds and / or cryptocurrency in the investment fund in the manner prescribed by the investment fund management rules.

4.5. Monetary funds and / or cryptocurrencies of the User may not be credited to the account of the Website Administration on which their own funds and cryptocurrency are located, except for the payment of remuneration to the Website Administration.

5. Rights and obligations of the Website Administration

5.1. *The Administration shall:*

5.1.1. act in good faith and in a manner that is best for the User's interests of;

5.1.2. appoint a person with whom the Contract for Supporting Services in Investment and Distribution

of Cryptocurrency shall be concluded by filling in the Questionnaire of an Individual (Supplement No. 1 to the Public Offer). That said, the Website Administration shall have the right to identify such persons and (or) update information on them using the information obtained from the unified identification and authentication systems;

5.1.3. start managing monetary funds and/or cryptocurrency within 5 (five) days upon signing this Contract;

5.1.4. perform actions constituting the subject of this Contract in accordance with the rules of investment fund management posted on the Website;

5.1.5. inform the User upon their request on all information on the progress of this Contract execution;

5.1.6. if the User's risk exceeds the permissible risk, the Website Administration shall be obliged to take all reasonable measures to bring the assets into compliance with the level of risk defined in the rules of investment fund management, and notifying the User on such shall not be required;

5.1.7. perform other duties, which shall be assigned to the Website Administration in accordance with this Contract or the law.

5.2. *The Administration shall have the right to:*

5.2.1. determine the best way of its actions in relation to assets from the point of view of the User's interests;

5.2.2. instruct third parties to perform actions necessary for the asset management. The Administration shall provide the User with all necessary information on such third parties and bear liability to the User for the quality and results of their work; the Administration's use of third party services shall not be deemed a transfer of the Administration's obligations to third parties under the Contract;

5.2.3. depart from the User's instruction, if the circumstances make it necessary in the interests of the User and the Website Administration have been unable to pre-request the User either has not received an answer within 3 (three) days. The Website Administration shall be obliged to notify the User of the allowed deviations as soon as such notification becomes possible;

5.2.4. withhold the amounts of remuneration payable to it under this Contract at the expense of the User from all amounts received by it;

5.2.5. The Administration shall have the right to conclude a subagent agreement with another entity. In such event, the Website Administration shall remain liable to the User for actions of such subagent.

6. Rights and obligations of the User

6.1. *The User shall:*

6.1.1. when concluding this Contract, transfer monetary funds and / or cryptocurrency to the Website Administration by transferring the relevant funds to a bank account (address for cryptocurrency transfer) specified by the Website Administration;

6.1.2. provide the Website Administration with all data necessary for identification and authentication procedures, in accordance with the request of the Website Administration;

6.1.3. bear the risks of the User's losses and liability for all losses incurred by the Website Administration or third parties and other adverse consequences resulting from the User's failure to fulfill the obligations provided by this Contract;

6.1.4. accept the report of the Website Administration, all documents provided by them and all executed by them in accordance with the Contract without delay. In the event of any objection to the report of the Website Administration, the User must inform the Website Administration on such within 3 (three) days upon receipt of the report. Otherwise the report shall be considered accepted by the User;

6.1.5. reimburse the Website Administration all costs incurred by them in relation to the fulfillment of this Contract;

6.1.6. pay the remuneration to the Website Administration in accordance with this Contract.

6.2. *The User shall have the right to:*

6.2.1. check the fulfillment of the Contract by the Administration by requesting information of interest;

6.2.2. make an additional transfer of funds and / or cryptocurrency to the assets at any time during the validity of the Contract without the consent of the Administration;

6.2.3. give the Website Administration instructions on the execution of this Contract. The User's instructions must be valid, enforceable and specific;

6.2.4. receive the information from the Website Administration on the progress of the order;

6.2.5. require the Website Administration to submit a report on the works performed in pursuance of this Contract.

6.3. The User hereby confirms and agrees that the rights, obligations and expenses incurred by the Administration as a result of actions under the Contract shall be exercised, performed or reimbursed at the expense of the Assets. Such exercise of rights, performance of obligations or reimbursement of expenses may be carried out by writing off the necessary funds from a special account both in respect of the performance of obligations to third parties and in respect of the User's obligations including in favour of the Administration under the Contract.

7. Transfer of monetary funds and/or cryptocurrencies by the User to the Website Administration. Accounting and storage of Assets

7.1. The obligations of the Administration in respect of the assets transferred for management shall arise from the moment of transfer of such assets.

7.2. The transfer of monetary funds shall be executed from the User's nominal account to the bank account of the Website Administration that is open for the investment fund management.

7.3. The transfer of cryptocurrencies shall be carried out from the User's nominal account (cryptocurrency address) to the personal account (cryptocurrency address) of the investment fund.

7.4. Within the framework of the Contract, the date of transfer of monetary funds and / or cryptocurrency shall be determined as follows:

- date of transfer of monetary funds to the Website Administration – the date of crediting the funds to the bank account of the Website Administration that is open for the investment fund management

- date of transfer of cryptocurrency to the Website Administration – the date of crediting the cryptocurrency to the personal account (cryptocurrency address) of the investment fund.

7.5. The Administration shall carry out accounting and storage of assets separately from own property, isolating assets on separate accounts.

8. Remuneration of the Website Administration

8.1. The remuneration of the Website Administration for the asset management services provision shall amount to 3.5 % of the amount of funds returnable to the User when withdrawing funds from the investment fund.

8.2. The Website Administration shall independently deduct the amount of remuneration from the amount specified in clause 8.1. hereof when withdrawing assets and returning funds from the investment fund.

8.3. The Website Administration shall be entitled to a full refund of the necessary expenses incurred in relation to the asset management in the amount of 1.5% of the amount of funds returnable to the User when withdrawing funds from the investment fund.

8.4. The expenses incurred by the Website Administration shall be paid as incurred. The Website Administration shall independently and with no prior consent of the User carry out payment of expenses from the assets and income from the asset management.

9. Reports of the Website Administration

9.1. Reports of the Administration consists of the asset management report for the quarter (hereinafter referred to as the Quarter Report) and asset management report for the year (hereinafter referred to as the Annual Report).

The report on the activities of the Administration provided to the User must contain the following information:

- information on the dynamics of the monthly return of the User's portfolio for the entire period of management;
- information on the value of the User's portfolio, determined at the end of each month, for the entire period of management.

9.2. The Administration shall submit the Quarter Report to the User on a quarterly basis on the 25th day of a month following the reporting period at latest, as well as additionally upon the User's request. That said, the report shall be prepared on the last day of each reporting period.

9.3. The Annual Report shall be drawn up on the last day of the transferred funds management of the current year, or on the date of early termination of the Contract.

9.4. The Administration reports shall be submitted to the User by posting information on the Website, as well as in the User's account.

10. Liability of the parties

10.1. The parties shall be liable for nonfulfillment or improper fulfillment of their obligations hereunder in accordance with the current legislation.

10.2. The Website Administration shall not compensate the User's losses caused by the difference between the book value of assets and the value of net assets.

10.3. The Website administration shall not be liable for:

- occurrence of losses, which became the result of the User's nonfulfillment or improper fulfillment of their obligations under the Contract;
- occurrence of losses, which arose in connection with a complete or partial withdrawal of the assets by the User during the validity of the Contract;
- occurrence of losses, which arose in connection with early termination of the Contract at the User's initiative.

10.4. The expected profitability shall not impose any obligations to achieve it on the Website Administration and shall not be a guarantee for the User.

10.5. The Website Administration's liability to the User for nonfulfillment or improper fulfillment of its obligations under the Contract including the payment of penalties, damages, interest payments shall be limited to the amount of the remuneration received hereunder starting from the beginning of the Contract's validity.

11. Force majeure

11.1. The parties shall be released from any liability for nonfulfillment or improper fulfillment of their obligations hereunder, if such nonfulfillment is a consequence of a force majeure arising upon conclusion of this Contract, which might not be foresaw or prevented by the Parties. As a force majeure, the Parties understand such circumstances that arose upon conclusion of the Contract as a result of unforeseen and unavoidable events of an extraordinary nature meaning, in particular, natural disasters, military actions, civil unrests, strikes, etc. Such circumstances shall also include actions of public authorities or private companies (namely, blocking of accounts, electronic wallets, cryptocurrency addresses, company accounts on other websites, etc.).

11.2. In the event of any force majeure specified in clause 11.1 hereof, each Party shall notify the other Party in writing on such as soon as possible. The notice shall contain data on the nature of the

force majeure, as well as official documents certifying the existence of such and, if possible, giving an assessment of their impact on the fulfillment of the affected Party's obligations hereunder.

11.3. If the Party fails to send the notice provided by paragraph 11.2 hereof or such notification is not made in time, the Party shall be obliged to compensate the second Party for the losses incurred by it.

11.4. In the event of any force majeure specified in clause 11.1 hereof, the term of fulfillment by the Party of its obligations hereunder shall be postponed in proportion to the time, during which such force majeure and its consequences are going to exist.

11.5. If the circumstances specified in clause 8.1 hereof and their consequences continue to exist for more than two months, the Parties shall conduct additional negotiations to identify acceptable alternative ways of execution of this Contract.

12. Dispute settlement

12.1. All disputes and disagreements that may arise between the Parties on issues not resolved in the text of this Contract shall be resolved through negotiations.

12.2. In the parties failed to settle the disputes during negotiations, such disputes shall be resolved in court.

13. Final provisions

13.1. The Website Administration and the User represent and warrant to each other that:

- everyone has the rights and powers to sign, act and fulfill obligations under the Contract;
- signing and fulfillment of the Contract neither at the present moment, nor in the future will not:

a) go in contrary with any law, regulation, directive, judgment or order applicable to such, or

b) cause actual or potential breach or default of any obligation or agreement, to which the Party is concerned is a party or which binds the Party.

13.2. By signing the Contract, the User represents and warrants that:

- the cryptocurrency and other funds transferred under the Contract belong to the User by virtue of the ownership, are not pledged, arrested and are not the subject of a claim of third parties;
- The User has made themselves familiar with the investment fund management rules;
- The User shall independently monitor the placement of information on amendments and additions made to the above documents on the Website, and shall bear the risks of adverse consequences caused by the lack of information posted by the User on the Website;
- all and any personal data provided to the Administration contain complete and accurate information on the User and their assets as on the date of providing such information.

13.3. The parties hereby agree to consider these representations of circumstances and guarantees as essential terms of the Contract, in violation of which each Party shall have the right to terminate the Contract unilaterally, as well as to use other means of protecting their rights provided by law.

13.4. None of the Parties to the Contract shall have no right to disclose any information obtained on each other and became known to them as a result of the conclusion and execution of the Contract to third parties, except upon of the authorized body, the court or the auditor of the Administration during the validity and upon expiry of the Contract, and each party will make every effort to prevent such

disclosure and dissemination of information. The disclosure of information to professional consultants and auditors of the Parties and their affiliates shall not be considered a violation of this paragraph.

13.5. In everything else not provided by the Contract, the Parties shall be guided by the legislation and other regulatory legal acts that regulate legal relations arising from the Contract.