



TRUE GOLD COIN

Using the best of the past, with the best of the future

TOKEN SALE AGREEMENT

TERMS AND CONDITIONS

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Please read these terms of token sale carefully. By purchasing TGC Tokens from Truevalue Holdings, Inc., a private limited company organized under the laws of the Nevis Islands ("Truevalue Holdings, Inc." or the "Company") you will be bound by these Terms of token sale and all terms incorporated herein by reference.

Note that Section 14 contains a binding arbitration clause and class action waiver, which affect your legal rights.

If you do not agree to these terms of token sale, do not make any contribution to the Company and do not purchase TGC tokens.

Your purchase of TGC Tokens during the public sale from the Company is and will be subject to these terms of token sale (the "**Terms and Conditions**"). Each of you and the Company is a "**Party**" and, together, the "**Parties**" hereto.

If you have any questions regarding these Terms and Conditions, please contact us info@truegoldcoin.com.

This Token Purchase Agreement (the "Agreement") contains the terms and conditions that govern your use of the purchase ERC-20 compatible tokens distributed on the Ethereum blockchain (the "TGC Tokens") and is an agreement between you or the entity that you represent ("Purchaser" or "you") and the Company. The Buyer and the Company are herein referred to individually as a "Party" and collectively, as the "Parties".

IMPORTANT INFORMATION: PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY.

WHEREAS, The Company is issuing and selling up to 10,000,000 tokens ("TGC Tokens") during Token ICO of the Company's token sale, commencing on March 1, 2018, which are tokens designed to be used as current transactional tender; and

WHEREAS, After ICO, the Company will continue to issue new batches of tokens, which are ERC20-compliant, and shall be issued in several Token Generation Events, and such events will be done based on previous authorization of the Trust that holds the mining rights; and

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Buyer hereby agree as follows:

1. Pre-Sale of TGC Tokens.

Issuance at Pre-ICO. The Company shall issue up to 10,000,000 TGC Tokens in the pre-ICO (the "Pre-ICO").

Price. TGC tokens will cost 0.01 ETH, and during the pre-ICO and ICO there will be a series of premiums/discounts depending on the date of purchase.

2. Issuance and Sale of TGC Tokens in ICO ("TGC ICO").

Issuance. The Company shall issue up to \$10,000,000 at pre-ICO and continue to sale those tokens during ICO at a different discount rate. Other batches of tokens shall be issued in the future based on pre-approval of the Trust holding the mining rights, and never exceeding 10% of the value of the calculated reserves.

Price. The price of TGC Tokens during ICO shall be as follows:

- During pre-ICO, February 15th, 2018 to March 1st, 2018, the TGC Token will have a 40% premium;
- During ICO, March 1st, 2018, to March 10th, 2018, the TGC Token will have a premium of 30% ;
- From March 10th, 2018 to March 20th, 2018, the TGC Token will have a premium of 20%;
- From March 20th, 2018 to March 31th, 2018, the TGC Token will have a premium of 10%.

3. ICO; Refunds and Chargebacks

During the pre-ICO, the Company shall accept purchases of up to 10,000,000 TGCs in participation (the "Maximum Contribution"). The Company shall stop accepting payments when the maximum tokens issued have been purchased. Purchasers who exceed the Maximum Contribution or make payments after the maximum TGC have been hit shall have chargebacks at their expense. The time of payment shall be the time the transaction is mined into the blockchain.

4. Payments

The Company shall accept payments only from registered accounts from users that have gone through the entire Terms and Conditions document, and fully comply with the requirements. The Company shall accept payment in either BTC or ETH or Fiat currencies. Time of payment shall equal the time the transaction is mined into the blockchain.

5. Delivery of TGC Tokens.

Purchaser must provide the personal information requested by the Company in the Companies' website, or create a new wallet that is provided for free by the Company in order to receive their TGC Tokens. If Purchaser fails to provide the requested information, the Company reserves the right to refuse delivery of the TGC Tokens and will not be liable for any refunds of the Purchaser's contribution.

Provided that Purchaser has provided a token delivery wallet address and the personal information as requested, the Company will deliver the quantity of TGC Tokens purchased by Purchaser, including any premiums depending on the date of their contribution, within 72 hours of the transaction date (the "Token Delivery Deadline"); provided, however, that Company reserves the right to extend the Token Delivery Deadline for up to 72 additional hours if necessary to address any unanticipated technical difficulties. For the avoidance of doubt, any such extension shall not affect the obligation of Company and the Purchaser to make and take delivery, respectively, of the TGC Tokens purchased.

6. Purpose and Use of Tokens in the Ecosystem.

The TGC Tokens are to be used within the ecosystem of token holders and users, to be used as a means of payment for normal transactions. TGC Tokens will be able to be exchanged in other crypto currencies and fiat currencies, when the Company comes up to agreements with third party exchanges and wallets.

Purchase, ownership, receipt, or possession of TGC Tokens (the "Tokens") carries no rights, express or implied, other than the right to use such Tokens as a means to participate, interact or transact on the ecosystem. In particular, Purchaser understands and accepts that Tokens do not represent or confer any ownership right or stake, share, security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the and its corporate affiliates, other than any rights relating to the provision and receipt of services from Company, subject to limitations and conditions in this Agreement.

7. Eligibility.

In order to be eligible to participate in the Company's token sale, Purchaser must have an Ethereum wallet that supports the ERC-20 standard in order to receive any Tokens purchased from Company (the "Token Receipt Address"). Company reserves the right to prescribe additional guidance regarding specific wallet requirements.

In order to be eligible to participate in the Company's token sale, Purchasers must be eighteen (18) years of age.

In order to be eligible to participate in the Company's token sale, Purchasers must also enter all required personal information in the purchase flow and thereafter, including name, date of birth, address, etc. and, if necessary, provide any requested identity verification documents requested by the Company in order to satisfy their "know your customer" requirements within twelve (12) months of the Purchaser's contribution.

You are not eligible and you are not to purchase any TGC Tokens if you are a citizen or resident (tax or otherwise) of Singapore, or other Singapore Person. "Singapore Person" is generally defined as a natural person, residing in Singapore, or any entity organized or incorporated under the laws of Singapore.

You are not eligible and you are not to purchase any TGC Tokens if you are a citizen or resident (tax or otherwise) of the People's Republic of China ("PRC"), or other PRC Person. "PRC Person" is generally defined as a natural person, residing in the People's Republic of China, or any entity organized or incorporated under the laws of the People's Republic of China.

You are not eligible and you are not to purchase any TGC Tokens if you are a citizen or resident (tax or otherwise) of the Hong Kong. Hong Kong Person is generally defined as a natural person, residing in Hong Kong, or any entity organized or incorporated under the laws of Hong Kong.

You are not eligible and you are not to purchase any TGC Tokens if you are a citizen or resident (tax or otherwise) of the United States, or other U.S. Person. "U.S. Person" is generally defined as a natural person, residing in the United States, including American Samoa, Guam, Northern Mariana Islands, Puerto Rico, U.S. Virgin Islands, or any entity organized or incorporated under the laws of the United States. U.S. citizens living abroad may also be deemed "U.S. Persons" under certain rules.

8. Cancellation; Refusal of Purchase Requests.

All Token purchases from the Company are final, and there are no refunds or cancellations except as may be required by applicable law or regulation. Company reserves the right to refuse or cancel Token purchase requests at any time in its sole discretion.

9. Token Allocation.

Important information about the Company's creation and intended use of the Tokens is provided in the Company's whitepaper at <https://www.truegoldcoin.com/GOLD%20BACKED%20ICO%20WHITE%20PAPER.pdf>. By purchasing Tokens, Purchaser acknowledges that Purchaser has read and understands the whitepaper.

10. Acknowledgment and Assumption of Risks.

Purchaser acknowledges and agrees that there are risks associated with purchasing Tokens, owning Tokens, and using Tokens for the provision or receipt of services on Company. BY PURCHASING TOKENS, PURCHASER EXPRESSLY ACKNOWLEDGES AND ASSUMES THESE RISKS.

11. Security.

Purchaser is responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism Purchaser uses to receive and hold Tokens purchased from Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If Purchaser's private key(s) or other access credentials are lost, Purchaser may lose access to Purchaser's Tokens. Company is not responsible for any losses, costs or expenses relating to lost access credentials.

12. Personal Information.

Company may determine, in its sole discretion, that it is necessary to obtain certain information about Purchaser in order to comply with applicable laws or regulations in connection with selling Tokens to Purchaser. Purchaser agrees to provide Company such information promptly upon request. Purchaser acknowledges that Company may refuse to sell Tokens to Purchaser until Purchaser provides such requested information and has determined that it is permissible to sell Purchaser Tokens under applicable laws or regulations.

13. Taxes.

Any amounts that Purchaser pays for Tokens are exclusive of all applicable taxes. Purchaser is responsible for determining what, if any, taxes apply to Purchaser's purchase of Tokens, including, for example, sales, use, value added, and similar taxes. It is also Purchaser's responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. The Company is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from the Purchaser's purchase of Tokens.

14. Dispute Resolution; Arbitration

(a) Binding Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either Party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company (b) waive your and the Company's respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (c) waive your and the Company's respective rights to a jury trial. Instead, you and the Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

No Class Arbitrations, Class Actions or Representative Actions. Any Dispute arising out of or related to these Terms is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

15. Notice; Informal Dispute Resolution.

Each Party will notify the other Party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to the Company shall be sent by e-mail to the Company at legal@truegoldcoin.com. Notice to you shall be by email to the email address you provide to us. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and

16. The specific relief that you are seeking.

If you and the Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or the Company may, as appropriate and in accordance with this Section, commence an arbitration proceeding.

17. Process.

Any Dispute arising out of or in connection with these Terms and Conditions, including any question regarding their existence or validity, where the Parties fail to resolve it informally in accordance with clause 14(c), shall be referred to and finally resolved by any duly certified and approved arbitration center in St. Kitts – Nevis Islands. The seat of the arbitration shall be St. Kitts – Nevis Islands. The tribunal shall consist of one arbitrator. The language of the arbitration shall be English.

18. Authority of Arbitrator.

As limited by these Terms and Conditions, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to

conduct a class arbitration or a representative action, which is prohibited by these Terms and Conditions. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

19. Governing Law.

These Terms and Conditions and any Dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with St. Kitts – Nevis Islands. Any Dispute between the Parties arising out of or relating to these Terms and Conditions that is not subject to arbitration under Section 14 hereof will be resolved in Nevis Islands courts, and the Parties irrevocably agree that Nevis Islands courts shall have exclusive jurisdiction to settle any such Dispute or claim.

Legal Investment Disclaimer

This material does not constitute any representation as to the suitability or appropriateness of any security, financial product or instrument. There is no guarantee that investment in equity of TRUEVALUE HOLDINGS, INC. will be profitable or will not incur loss. This information does not have regard to the specific investment objectives, financial situation, and the particular needs of any specific person who may view its investor materials. Investors should seek financial advice regarding the appropriateness of investing in any security or investment strategy discussed in the TGCC investor materials and should understand that statements regarding future prospects may not be realized. Investors should note that security values may fluctuate and that each security's price or value may rise or fall. Accordingly, investors may receive back less than originally invested. Past performance is not a guide to future performance. Investing in any security involves certain risks called non-diversifiable risk. These risks include market risk, interest-rate risk, inflation risk, and event risk. These risks are in addition to any specific, or diversifiable, risks associated with particular investment styles or strategies. The TGC ICO token (TGC) should not be bought for investment purposes or considered as an investment vehicle, as the TGC ICO is not an "investment round" but is solely intended to raise funds by issuing a pre-sale of tokens, which perform a key function within the TGC wallet, to convert to other cryptocurrency.

Forward-Looking Statements

Forward-looking statements relate to expectations or forecasts of future events. You can identify these statements by the fact that they do not relate strictly to historical or current facts. They use words such as "anticipate," "estimate," "expect," "project," "intend," "plan," "believe," and other words and terms of similar meaning in connection with a discussion of potential future events, circumstances or future operating or financial performance. In particular, these include statements relating to future actions, prospective products or product approvals, future performance or results of current and anticipated products, sales efforts, expenses, the outcome of contingencies such as legal proceedings, and financial results. Any or all of our forward-looking statements here or in other publications may turn out to be wrong. They can be affected by inaccurate assumptions or by known or unknown risks and uncertainties. Many such factors will be important in determining our actual future results. Consequently, no forward-looking statement can be guaranteed, and they may be adversely affected by factors, including general market conditions, competitive product development, product availability, current and future branded and generic competition, federal and state regulations and legislation, service availability issues, timing of trades, patent positions, litigations and investigations. Our actual results may vary materially, and there are no guarantees about the performance of equity in TGC. We undertake no obligation to correct or update any forward-looking statements, whether as a result of new information, future events or otherwise