

METAWIN™

WHITEPAPER

Crypto-Asset Whitepaper

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Issued by:

TropiChain Inc.

Registration No. 155775807

Republic of Panama

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<https://mw.xyz>

MANDATORY REGULATORY NOTICES

REGULATORY DISCLAIMER

This crypto-asset white paper has not been approved by any competent authority in any Member State of the European Union. The offeror of the crypto-asset is solely responsible for the content of this crypto-asset white paper.

WARNING

VALUE AND LIQUIDITY RISK:

The crypto-asset may lose its value in part or in full; may not always be transferable; may not be liquid.

This crypto-asset is not covered by investor compensation schemes or deposit guarantee schemes under EU law.

WARNING

UTILITY RISK:

The crypto-asset may not be exchangeable against the goods or services promised in this crypto-asset white paper, especially in the case of a failure or discontinuation of the crypto-asset project.

IMPORTANT NOTICE

JURISDICTIONAL RESTRICTIONS

Tokens are not offered to U.S. Persons (Regulation S) or residents of sanctioned jurisdictions. By acquiring tokens, you represent you are not from an excluded jurisdiction and comply with all applicable laws. Governing law: Republic of Panama.

Date of notification of this crypto-asset white paper to the competent authority: March 2026.

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Chapter 1

Summary

This summary should be read as an introduction to the crypto-asset white paper. The prospective holder should base any decision to purchase the crypto-asset on the content of the crypto-asset white paper as a whole and not on this summary alone. This crypto-asset white paper has not been approved by any competent authority in any Member State of the European Union. The offeror of the crypto-asset is solely responsible for the content of this crypto-asset white paper.

1.1 Definitions

In this Whitepaper, unless the context otherwise requires, the following terms shall have the meanings set forth below:

1. **Issuer** means TropiChain Inc., registration number 155775807, a corporation incorporated in the Republic of Panama on 27 October 2025.
2. **Platform Operator** means the separate legal entity that operates the MetaWin gaming platform pursuant to a licensing and integration agreement with the Issuer. The Platform Operator is not affiliated with the Issuer and operates independently.
3. **Platform** means the MetaWin Web3 gaming platform operated by the Platform Operator.
4. **Token** or **Tokens** means METAWIN community tokens, ERC-20 standard tokens with a total fixed supply of 1,000,000,000, deployed on the Ethereum blockchain.
5. **TGE** means Token Generation Event, being the date when Tokens are first made available for claiming and distribution to Presale participants and initial allocations.
6. **Whitepaper** means this crypto-asset whitepaper prepared in accordance with Regulation (EU) 2023/1114 (Markets in Crypto-Assets).
7. **MiCA** means Regulation (EU) 2023/1114 of the European Parliament and of the Council of 31 May 2023 on markets in crypto-assets, and amending Regulations (EU) No 1093/2010 and (EU) No 1095/2010 and Directives 2013/36/EU and (EU) 2019/1937.
8. **Holder** means any person or entity that holds Tokens (as defined herein) in a wallet they control.
9. **Presale** means the public token sale conducted by the Issuer as described in Section 7.2.3, pursuant to which 200,000,000 Tokens (20% of total supply) are offered for

purchase.

10. **MetaWinners** means the collection of 10,000 NFTs deployed on the Ethereum blockchain, launched in December 2024, forming the NFT community with which \$METAWIN is associated as its community token.
11. **Community Token** means a crypto-asset whose value proposition derives from community membership and ecosystem recognition rather than from built-in platform utility rights.
12. **Partner Benefits** means voluntary, discretionary benefits that ecosystem partners (including the MetaWin platform) may choose to extend to \$METAWIN holders, which are not contractually guaranteed and may be changed or discontinued at any time.

1.2 Overview of \$METAWIN

\$METAWIN is the community token of the MetaWinners NFT holder community. MetaWinners is a collection of 10,000 NFTs deployed on the Ethereum blockchain, launched in December 2024, whose holders form the community associated with the MetaWin platform. \$METAWIN functions as a recognition and identity layer for that community.

The Token has no built-in utility. Any benefits available to Holders arise solely through voluntary recognition by ecosystem partners, including MetaWin.com, and are not contractually guaranteed by the Issuer. For platform details, visit <https://mw.xyz>.

1.3 Key Token Details

Token Name	METAWIN
Token Symbol	\$METAWIN
Blockchain	Ethereum Mainnet
Token Standard	ERC-20
Total Supply	1,000,000,000 (fixed, no inflation)
Contract Address	0x289bbDBe9AC06F6837bE7c84393d41E5a6297ED7
Initial Circulation	Approximately 17% at Token Generation Event (TGE)
Token Type	Community Token (not a security, not asset-referenced, not e-money)

Table 1.1: Key Token Specifications

1.4 What Does \$METAWIN Do?

1.4.1 Community Membership

Holding \$METAWIN signals membership in the MetaWinners community. The Token functions as a community currency and recognition layer within the MetaWinners ecosystem.

1.4.2 Partner Recognition

Ecosystem partners, including MetaWin.com, may voluntarily offer benefits to \$METAWIN holders. Such benefits are discretionary and not contractual obligations of the Issuer. Examples may include platform promotions, access programs, or holder recognition initiatives. Benefits may be introduced, modified, or discontinued at any time.

1.4.3 Community Airdrops

\$METAWIN holders may be eligible for community airdrop campaigns. Specific eligibility criteria and timing are at the Project’s sole discretion.

1.5 Initial Token Distribution

Category	Allocation	Purpose
Airdrops	10%	NFT holders, loyal community, airdrop campaigns
Community	20%	Community rewards, loyalty programs, incentives
Presale	20%	Open presale, tranche-based pricing
Treasury	15%	Operations, partnerships, marketing, reserves
Prizes (Token Competitions)	10%	Token-based competition prize pools
Liquidity Provisioning	10%	DEX and on-chain liquidity pools
CEX & Market Making	10%	Exchange listings, market-making
Team + Founder	5%	Team and founder allocation, 3-month cliff + 18-month linear vesting

Table 1.2: Token Allocation Breakdown

Public Sale participants are subject to vesting (25% at TGE, 75% over 12 months). Airdrops: 20M at TGE, remaining 80M release schedule TBA at the Project’s discretion. Team tokens are subject to a 3-month cliff from TGE followed by 18-month linear vesting (fully unlocked at month 21). Treasury, Liquidity, CEX & Market Making, Community, and Prizes allocations are fully unlocked at TGE; deployment timing for Project-controlled allocations is at the Project’s discretion.

1.6 Key Risks to Understand

WARNING

IMPORTANT: You must understand these risks before acquiring Tokens.

1.6.1 Loss of Value

Like all crypto-assets, Tokens can lose some or all of their value. The Token price is determined by market forces and is not guaranteed or stable.

1.6.2 Liquidity Risk

There is no guarantee that Tokens will be liquid or easily tradable. You may not be able to sell your Tokens when you want to or at a price you consider acceptable.

1.6.3 Utility Risk

The Token has no inherent utility. Any ecosystem benefits available to holders are offered voluntarily by partners and may be changed or discontinued at any time without notice.

1.6.4 Regulatory Risk

Laws and regulations surrounding crypto-assets and online gaming are evolving. Changes in applicable laws could restrict the Token's use, transferability, or availability in certain jurisdictions.

1.6.5 No Guaranteed Returns

Tokens do not promise or guarantee any financial returns, profits, dividends, or income. Any benefits received depend on Platform performance and Project decisions.

1.6.6 Technology Risk

Smart contracts and blockchain systems can contain bugs or vulnerabilities despite audits. Technical failures could result in loss of Tokens or value.

1.7 About the Issuer

Legal Entity	TropiChain Inc.
Registration Number	155775807
Jurisdiction	Republic of Panama
Date of Incorporation	27 October 2025
Contact	support@mw.xyz
Website	https://mw.xyz

Table 1.3: Issuer Information

The Issuer is a special purpose entity incorporated to issue and manage the Token. The Issuer has entered into a licensing arrangement with the Platform Operator to integrate Tokens as the ecosystem's community token. The Platform, operated independently by the Platform Operator, has been operational since 2022.

Important: The Issuer does not operate the Platform, hold gaming licenses, or conduct gaming operations. The Issuer's business activities are limited to Token issuance, management, and ecosystem development.

1.8 How to Get Help or Make a Complaint

If you have questions, concerns, or complaints regarding Tokens:

- **Contact:** support@mw.xyz
- **Acknowledgment:** Within 5 business days
- **Response:** Within 30 business days
- **Language:** English

1.9 Important Legal Notices

1.9.1 No Regulatory Approval

This Whitepaper has not been approved by any competent authority in any Member State of the European Union. The Issuer is solely responsible for the content of this document.

1.9.2 Investment Risk

This is not investment advice. You should consult independent professional advisors before making any decision regarding Tokens. Only invest funds you can afford to lose entirely.

1.9.3 Jurisdictional Restrictions

Tokens are not offered, sold, or distributed to U.S. Persons (as defined in Rule 902(k) of Regulation S). The Issuer does not engage in directed selling efforts in the United States. Tokens are not offered to residents of sanctioned territories, or any jurisdiction where such offer would be unlawful.

EU/EEA resident purchasers have withdrawal rights (see Section 5.4).

1.9.4 Forward-Looking Statements

This document contains statements about future plans and expectations. Actual results may differ materially due to risks, uncertainties, and factors beyond the Issuer's control.

Chapter 2

Information About the Issuer

2.1 Legal Entity Details

Legal Name	TropiChain Inc.
Registration Number	155775807
Jurisdiction of Incorporation	Republic of Panama
Date of Incorporation	27 October 2025
Registered Address	55th Street East, SL55 Building, Floor 21, Office 3 Panama City, Republic of Panama
Legal Form	Corporation
Applicable Law	Laws of the Republic of Panama

Table 2.1: Legal Entity Information

2.2 Administrative and Management Body

In accordance with MiCA Annex I, Part A, Point 1(h), the following individuals comprise the administrative and management body of the Issuer:

- **Carlos Alberto Weand Ortiz** – Director

2.3 Contact Information

General Email	support@mw.xyz
Website	https://mw.xyz
Presale Portal	https://mw.xyz
Social Media	Twitter/X: @Meta_Winners Telegram: t.me/metawinlfg Discord: discord.com/invite/the-arena
Support Hours	Monday-Friday, 9:00-17:00 GMT (UK business hours); community channels available 24/7
Response Time	Initial acknowledgment within 5 business days

Table 2.2: Contact Channels

2.4 Corporate Structure Disclosure

2.4.1 Separation of Token Issuer and Platform Operator

This disclosure is material to understanding \$METAWIN tokens.

The Issuer (TropiChain Inc.) has entered into commercial agreements with the Platform Operator to enable Token integration. Terms are commercially confidential.

For complete disclosure of third-party platform dependency risks, see Section 3.

2.5 Business Activities

2.5.1 Primary Business

The Issuer (TropiChain Inc.) is a special purpose entity incorporated for the purpose of issuing and managing the METAWIN community token. The Issuer's primary business activities are:

- Issuance and distribution of Tokens
- Management of Token smart contracts and treasury operations
- Community ecosystem development and MetaWinners NFT community support
- Ecosystem partnerships and integrations
- Marketing and community development for the Token

2.5.2 Relationship with MetaWin Platform

The Issuer has a commercial partnership relationship with the MetaWin ecosystem and its operator. This relationship does not create any structural token utility dependency; \$METAWIN holders do not acquire rights against the Platform Operator through holding Tokens.

Important Distinctions:

- The Issuer does **NOT** operate the Platform
- The Issuer does **NOT** hold gaming licenses or conduct gaming operations
- The Issuer is **NOT** responsible for platform gaming outcomes or player disputes
- The Platform Operator is a separate legal entity with independent ownership and management
- The commercial partnership does not obligate the Platform Operator to offer any benefits to \$METAWIN holders

The MetaWin platform provides the ecosystem context within which \$METAWIN operates as a community token. For platform features and operations, see Section 3 and <https://mw.xyz>.

2.5.3 Primary Capital Source

The Issuer's primary capital source is token sale proceeds from the Presale.

2.6 Financial Position Statement

The Issuer (TropiChain Inc.) is a newly incorporated entity (October 2025) established specifically to issue and manage Tokens. As a recently formed issuer:

- The company's primary capital derives from Presale proceeds
- The company has licensing and integration agreements with the Platform Operator
- The Token operates as a community token within the MetaWin ecosystem, which has been operational since 2022 (operated by a separate entity)
- Treasury management and ecosystem partnerships provide potential ongoing revenue

Important: The Issuer does not have operating history from gaming or platform operations (see Section 2.4 for corporate structure details).

Note: Specific financial figures are not disclosed publicly at this time. The Issuer maintains financial records in accordance with applicable laws in the Republic of Panama.

2.7 Corporate Governance

2.7.1 Governance Structure

The Issuer is governed under the corporate framework required by Panamanian law, with oversight provided by the board of directors and executive management. The company's governance focuses on token-related decisions including:

- Token distribution and vesting schedule management
- Treasury allocation and deployment decisions
- Ecosystem partnership approvals
- Whitepaper amendments and regulatory compliance

Note: The Issuer's governance is separate from the Platform (see Section 2.4 for corporate structure details).

2.7.2 Conflicts of Interest

The Project's team and founder hold a 5% Token allocation (50,000,000 Tokens), subject to a 3-month cliff from TGE followed by 18-month linear vesting (fully unlocked at month 21). This allocation is disclosed in Section 7. The Project team retains discretion over Ecosystem Treasury deployment, which may create conflicts of interest. Mitigation measures include the cliff and vesting schedule, multi-signature treasury controls, and transparent on-chain disclosure of all allocation wallets.

2.8 Regulatory Status

2.8.1 Gaming License Status

The Issuer (TropiChain Inc.) does not hold gaming licenses and is not subject to gaming regulations. The Issuer's regulatory obligations are limited to crypto-asset regulations. Gaming licenses for the Platform are held by the Platform Operator. For

platform regulatory information, see Section 3.2. For the corporate structure separating the Issuer from the Platform Operator, see Section 2.4.

2.8.2 Crypto-Asset Regulation

The Issuer has issued this Whitepaper in accordance with the requirements of MiCA (Regulation (EU) 2023/1114). The Issuer has determined that the Token is a community token and not a utility token, asset-referenced token, e-money token, or financial instrument under MiFID II.

This Whitepaper has not been approved by any competent authority. The Issuer is solely responsible for its content.

2.8.3 Anti-Money Laundering (AML) and Know Your Customer (KYC)

The Issuer implements AML and KYC procedures in accordance with applicable laws and regulations. Token purchasers during the Presale will be required to complete identity verification procedures before Tokens can be claimed.

2.9 Third-Party Service Providers

2.9.1 Smart Contract Auditors

\$METAWIN smart contracts have been audited by CertiK, CredShields, and Solidproof. For audit scope, findings, and ongoing security measures, see Section 8.4 (Security Audits). Full audit reports are available at <https://mw.xyz>.

2.10 Insurance and Risk Management

The Issuer maintains operational risk management practices appropriate for a token issuer, including:

- Multi-signature wallet controls for treasury and token operations
- Regular security audits of Token smart contracts
- Bug bounty programs for smart contract vulnerability disclosure
- Emergency response procedures for token-related security incidents
- Secure custody of issuer-controlled token reserves

Note: Platform risk management is the responsibility of the Platform Operator (see Section 2.4 for corporate structure details).

Note: The Token itself is not insured and is not covered by investor compensation schemes or deposit guarantee schemes under EU law.

2.11 Material Information

2.11.1 Legal Proceedings

As of the date of this Whitepaper, the Issuer is not subject to any material legal proceedings, judgments, or regulatory actions that would affect its ability to fulfill its obligations regarding Tokens.

Note: Any legal proceedings affecting the Platform Operator (a separate entity) could indirectly impact Token utility, as voluntary partner benefits to Holders could be affected by legal proceedings against the Platform Operator. Token purchasers should refer to the Platform's own disclosures regarding its legal and regulatory status.

2.11.2 Material Changes

Any material changes to the Issuer's status, financial position, or ability to fulfill obligations will be disclosed promptly through official channels and, if required, through amendments to this Whitepaper.

Chapter 3

Ecosystem Context

This chapter provides factual background on the MetaWinners NFT collection and the MetaWin platform. The information is presented as community context only. Nothing in this chapter constitutes a representation that \$METAWIN derives structural utility from, or has any contractual claim against, any ecosystem participant.

3.1 MetaWinners NFT Collection

MetaWinners is a collection of 10,000 non-fungible tokens deployed on the Ethereum blockchain. The collection launched in December 2024 and has established an active holder community recognised by MetaWin.com and its associated services.

- **Collection size:** 10,000 NFTs on Ethereum
- **Launch date:** December 2024
- **Current floor price:** approximately 0.25 ETH as of the date of this Whitepaper; this figure is subject to change and is provided for informational context only
- **Function:** Each NFT serves as an identity badge and community membership pass within the MetaWin ecosystem
- **Community recognition:** Holders form an established community recognised by MetaWin.com and its associated services

The collection is publicly visible at: <https://opensea.io/collection/metawinners-1>

3.2 MetaWin Platform

MetaWin.com is a third-party Web3 platform that has been operational since 2022. The Platform is operated by the Platform Operator, a separate legal entity from the Issuer (see Section 2.4).

MetaWin.com has demonstrated a track record of recognising its community through voluntary benefit programs. Examples have included exclusive prize draws and holder access programs extended to MetaWinners NFT holders. These examples are cited as illustrative context only and do not constitute a representation that equivalent or analogous benefits will be offered to \$METAWIN holders.

The Issuer does not operate the Platform and has no control over Platform decisions, feature availability, or operational continuity. For platform information, visit <https://mw.xyz>.

3.3 \$METAWIN as Community Token

\$METAWIN is the community token of the MetaWinners NFT holder community. The relationship between the NFT collection and the Token can be characterised as follows:

- **MetaWinners NFT** – identity and access badge within the ecosystem
- **\$METAWIN** – community currency and recognition layer for the same community

Holding \$METAWIN signals affiliation with the MetaWinners community. The Token has no built-in utility on its own. Any benefits available to \$METAWIN holders arise through the voluntary recognition of ecosystem partners and are not rights conferred by the Token itself.

3.4 Partner Recognition Model

Ecosystem partners, including MetaWin.com, may voluntarily extend benefits to \$METAWIN holders in a manner analogous to benefits that have been offered to MetaWinners NFT holders. By way of illustrative context only, the types of benefits that ecosystem partners have previously offered to NFT community members have included competition and prize programmes, access to platform tools and features, community channels, and holder recognition initiatives. This is provided for context only and must not be read as a guarantee, representation, or commitment that equivalent or any benefits will be offered to \$METAWIN holders.

The following principles govern the partner recognition model:

- The Issuer does not control whether MetaWin.com or any other partner offers benefits to \$METAWIN holders
- Partner benefits are voluntary and discretionary; they are not contractual obligations and are not enforceable by Token holders
- Any benefit program may be introduced, modified, or discontinued at any time without notice to, or consent from, Token holders
- \$METAWIN holders should not acquire Tokens in expectation of receiving any specific partner benefit

3.5 Corporate Relationship

TropiChain Inc. (the Issuer) is a separate legal entity from the Platform Operator. The Issuer has a commercial partnership relationship with the MetaWin ecosystem. This relationship does not create token utility rights, does not give the Issuer authority over Platform operations, and does not give Token holders any claim against the Platform Operator.

For complete corporate structure details, see Section 2.4.

Chapter 4

Token Information

4.1 Basic Token Specifications

Token Name	METAWIN
Token Symbol	\$METAWIN
Token Standard	ERC-20 (Ethereum Request for Comment 20)
Blockchain	Ethereum Mainnet
Total Supply	1,000,000,000 (one billion tokens, fixed)
Decimals	18
Contract Address	0x289bbDBe9AC06F6837bE7c84393d41E5a6297ED7
Supply Type	Fixed (no inflation, no additional minting)

Table 4.1: Core Token Specifications

4.2 Token Type Classification

4.2.1 MiCA Classification

Under MiCA, the Token is classified as a **community token** and does not fall within the definition of a utility token under Title II of the regulation.

Asset-Referenced Token (ART)?	NO - Not pegged to any fiat currency, commodity, or basket of assets
E-Money Token (EMT)?	NO - Not pegged to a single fiat currency
Security / Financial Instrument?	NO - Does not grant profit-sharing, dividends, or equity rights
Utility Token?	NO – \$METAWIN does not provide access to a good or service supplied by the issuer of that token; it is classified as a community token falling within Title II of MiCA as a crypto-asset other than an ART or EMT

Table 4.2: MiCA Token Classification

4.2.2 Token Classification

The Token is a community token as described in Section 6. The Token does not represent equity in any entity and does not entitle Holders to profit distributions.

4.3 Supply Economics

4.3.1 Fixed Supply Model

The Token implements a fixed supply model with the following characteristics:

- **Total Minted:** 1,000,000,000 tokens at deployment
- **Minting Function:** Permanently disabled
- **Maximum Supply:** Cannot exceed 1,000,000,000 tokens
- **Inflation:** Zero - no new tokens can ever be created

4.3.2 Initial Circulating Supply

At TGE:

- Approximately 17% of total supply will be in circulation (170,000,000 tokens: 50M presale + 20M airdrops + 100M liquidity)
- Public Sale participants subject to vesting (25% at TGE, 75% over 12 months)
- Airdrops: 20M unlocked at TGE, remaining 80M release schedule TBA at the Project's discretion
- Liquidity Provisioning fully unlocked at TGE (100M deployed immediately)
- No team token unlocks at TGE (3-month cliff applies); Treasury, Market Making, CEX Listings, and Prizes are unlocked at TGE but deployment is Project-controlled

4.4 Transferability

4.4.1 Standard ERC-20 Transfers

Tokens utilize standard ERC-20 transfer functionality:

- **Freely Transferable:** Once unlocked, Tokens can be transferred between any Ethereum addresses
- **No Transfer Restrictions:** No whitelist, blacklist, or transfer limits implemented in the Token contract
- **Permissionless:** Transfers do not require approval from the Issuer

4.4.2 Vesting Restrictions

Certain Token allocations are subject to time-based vesting:

- Vested Tokens cannot be transferred until unlock conditions are met
- Vesting schedules enforced through separate smart contracts
- Details of vesting schedules provided in Section 7

4.5 Smart Contract Security

4.5.1 Audit Status

The Token smart contract has undergone comprehensive security audits by CertiK, Cred-Shields, and Solidproof. For detailed audit scope, findings, and ongoing security measures, see Section 8.4 (Security Audits). Full audit reports are available at <https://mw.xyz>.

4.5.2 Contract Immutability

The Token contract is **non-upgradeable**:

- Core Token functionality cannot be modified after deployment
- No admin functions that can change Token behavior
- No proxy contracts that would allow code replacement
- Maximum transparency and predictability for Holders

Implication: While this design provides security and trust through immutability, it also means that bugs or issues cannot be fixed in the deployed contract.

4.5.3 Verified Source Code

The token contract source code is verified and publicly viewable on Etherscan at:

<https://etherscan.io/address/0x289bbDBe9AC06F6837bE7c84393d41E5a6297ED7>

Any user can inspect the contract code to verify its behavior matches this documentation.

4.6 Technical Compatibility

4.6.1 Wallet Compatibility

As a standard ERC-20 token, \$METAWIN is compatible with:

- **Software Wallets:** Major Ethereum-compatible software wallets
- **Hardware Wallets:** Major Ethereum-compatible hardware wallets
- **Multi-Sig Wallets:** Major multi-signature wallet solutions
- **Mobile Wallets:** Any ERC-20 compatible mobile wallet
- **Exchange Wallets:** Supported exchanges (post-listing)

4.6.2 Exchange Compatibility

\$METAWIN can be listed on:

- Centralized exchanges (CEXs) supporting ERC-20 tokens
- Decentralized exchanges (DEXs) with Ethereum support (Uniswap, SushiSwap, etc.)
- Automated market makers (AMMs)
- Liquidity aggregators (1inch, Matcha, etc.)

Note: Exchange listings are not guaranteed and depend on exchange policies, market conditions, and listing requirements.

4.6.3 DeFi Integration

As a standard ERC-20 token, \$METAWIN can potentially integrate with:

- Decentralized exchange protocols
- Lending and borrowing platforms (at platform discretion)
- Liquidity pools and yield farming (if established)
- Token swap aggregators

Important: The Issuer does not control third-party DeFi integrations. Any such integrations are at the discretion of those protocols and their communities.

4.7 Token Custody and Security

4.7.1 User Responsibility

Holders are solely responsible for:

- Securing their private keys and wallet seed phrases
- Protecting against phishing attempts and scams
- Verifying contract addresses before transactions
- Using secure wallet software and hardware
- Maintaining operational security for their assets

Important: Users are solely responsible for securing private keys. See Section 9.5.3 (Security Risks) for complete custody risk disclosure.

4.7.2 Issuer Treasury Security

Tokens held by the Issuer (Ecosystem Fund, Liquidity, etc.) are secured through:

- Multi-signature wallet controls requiring multiple approvals
- Cold storage for long-term holdings
- Regular security audits and procedures
- Separation of operational and treasury funds

4.8 Token Lifecycle

4.8.1 Creation (Completed)

1,000,000,000 \$METAWIN tokens were minted at contract deployment. No additional tokens can ever be created.

4.8.2 Distribution (Ongoing)

Tokens are distributed according to the allocation schedule detailed in Section 7, with various vesting periods for different allocations.

4.8.3 Circulation (Dynamic)

Circulating supply increases gradually as vested Tokens unlock. The Issuer does not control Token circulation beyond the initial allocation and vesting schedules.

4.9 Market Information

4.9.1 Initial Price

Presale pricing information is available at <https://mw.xyz>.

4.9.2 Secondary Market

Following TGE, the Token may trade on secondary markets (exchanges) at prices determined by market forces. The Issuer:

- Does NOT guarantee any specific Token price
- Does NOT provide price targets or projections
- Does NOT promise liquidity or market depth
- Does NOT engage in price manipulation

4.9.3 Market Risk

Token price is subject to extreme volatility based on:

- Supply and demand dynamics
- Overall cryptocurrency market conditions
- Platform performance and adoption
- Regulatory developments
- Competitor actions
- Market sentiment and speculation

Important: Crypto-asset prices can be extremely volatile. See Section 9 (Risk Factors) and Section 11 (Legal Disclaimers) for complete risk disclosures.

Chapter 5

Rights and Obligations

5.1 Rights Granted to Token Holders

5.1.1 Token Holder Rights

Holders are granted the following rights:

1. **Community Membership:** The right to hold \$METAWIN as a recognised member of the MetaWinners community
2. **Transfer Rights:** The right to transfer, sell, or otherwise dispose of Tokens in accordance with applicable law
3. **Information Rights:** The right to access this Whitepaper and any material amendments
4. **Airdrop Eligibility:** Possible eligibility for future community airdrop campaigns at the Project's sole discretion

5.1.2 Token Transfer Rights

Subject to vesting schedules, Holders have:

- The right to transfer Tokens to any Ethereum address
- The right to sell Tokens on supported secondary markets
- The right to custody Tokens in any compatible wallet
- The right to use Tokens on any compatible DeFi protocol (at Holder's discretion)

5.1.3 Information Rights

Holders have the right to:

- Access this Whitepaper and any material amendments
- Verify Token transactions on the Ethereum blockchain (public ledger)
- Review smart contract source code (verified on Etherscan)
- Receive material updates through official communication channels
- Access audit reports and security documentation

5.1.4 Rights NOT Granted

Important: Tokens do NOT grant the following rights:

- **No Equity Rights:** Tokens do not represent ownership in the Issuer or any entity
- **No Governance Rights:** Tokens do not provide voting rights on company operations or decisions
- **No Profit Sharing:** Tokens do not entitle Holders to dividends, revenue sharing, or profit distribution
- **No Redemption Rights:** The Issuer has no obligation to repurchase or redeem Tokens
- **No Guaranteed Returns:** No promise or guarantee of financial returns or appreciation
- **No Entitlement to Platform Revenues:** Holders have no claim to platform profits or revenues

5.2 Obligations of Token Holders

5.2.1 Compliance Obligations

By acquiring and holding Tokens, Holders agree to:

1. **Legal Compliance:** Comply with all applicable laws and regulations in their jurisdiction
2. **Tax Obligations:** Report and pay any taxes owed on Token transactions in their jurisdiction
3. **Jurisdictional Restrictions:** Not acquire or hold Tokens if they are a resident of an excluded jurisdiction
4. **Platform Terms:** Comply with Platform Terms of Service when using platform features
5. **KYC/AML:** Complete identity verification procedures if required by applicable regulations

5.2.2 Security Obligations

Holders are responsible for:

- Securing private keys and wallet credentials
- Protecting against phishing, scams, and social engineering
- Verifying contract addresses before transactions
- Maintaining secure custody practices
- Not sharing wallet access with unauthorized parties

5.2.3 Prohibited Activities

Holders must NOT:

- Use Tokens for illegal activities or money laundering
- Manipulate Token markets or engage in wash trading
- Violate Platform Terms of Service

- Circumvent jurisdictional restrictions
- Create or use multiple accounts to abuse platform features
- Engage in automated or bot-based platform abuse

Violation of these prohibitions may result in loss of platform access and forfeiture of benefits.

5.3 Obligations of the Issuer

5.3.1 Operational Obligations

The Issuer undertakes to:

1. **Token Operations:** Maintain Token smart contracts and token infrastructure
2. **Security:** Maintain reasonable security measures for token operations and treasury management
3. **Transparency:** Provide updates on material developments affecting Tokens
4. **Vesting Management:** Execute Token vesting schedules according to the published timeline

Important Limitation: The Issuer's obligations are limited to token issuance and management. The Issuer does not guarantee that any ecosystem partner will provide benefits to Holders.

5.3.2 Communication Obligations

The Issuer commits to:

- Maintain official communication channels (website, email, social media)
- Respond to inquiries and complaints in a timely manner
- Publish material amendments to this Whitepaper (see Section 11.12 for amendment timelines)
- Announce significant platform or Token developments
- Maintain transparency regarding major Token transactions

5.3.3 Regulatory Compliance

The Issuer intends to comply with applicable laws and regulations in the jurisdictions relevant to its operations. Compliance obligations may evolve as regulatory frameworks develop.

5.3.4 Limitations on Issuer Obligations

Important Limitations:

The Issuer does NOT guarantee or promise:

- Any specific Token price or market value
- Continuous or uninterrupted platform operation
- Exchange listings or liquidity provision
- Future platform features beyond those committed in this Whitepaper

- Protection against third-party actions (hacks, regulatory bans, etc.)
- Repurchase or redemption of Tokens
- Financial returns or profits to Holders

5.4 Right of Withdrawal

5.4.1 Applicability

This Section 5.4 applies exclusively to purchasers who satisfy ALL of the following criteria (“Eligible EU Purchasers”):

1. The Purchaser is a natural person (not a company or other legal entity);
2. The Purchaser is ordinarily resident in a Member State of the European Union or the European Economic Area;
3. The Purchaser is acting outside their trade, business, craft, or profession (i.e., as a consumer); and
4. The Purchaser is able to demonstrate EU/EEA residency to the Issuer’s reasonable satisfaction. Note: The Issuer’s Know Your Customer (KYC) verification process is required for the processing of any withdrawal but is not a precondition to the existence of the right of withdrawal itself.

For the avoidance of doubt: Purchasers who do not meet all of the above criteria do not have a statutory right of withdrawal under this Section. Such purchasers are encouraged to conduct their own due diligence before acquiring Tokens.

5.4.2 14-Day Cooling-Off Period

Eligible EU Purchasers who acquire Tokens **directly from the Issuer** during the Presale have the right to withdraw from their purchase within **14 calendar days** of the date on which the purchase agreement was concluded, without providing any reason and without incurring any cost.

5.4.3 How to Exercise

To exercise the right of withdrawal, Eligible EU Purchasers must:

1. Send an email to support@mw.xyz within 14 calendar days of purchase
2. Include in the email:
 - Transaction hash of the purchase
 - Wallet address used for purchase
 - Amount purchased
 - Clear statement: “I wish to withdraw from my Token purchase”
3. **Ownership Verification:** Sign a cryptographic message from the purchasing wallet to prove ownership. Instructions will be provided upon receipt of the withdrawal request.
4. Refunds will be processed within 14 calendar days of successful ownership verification
5. Refunds will be issued in the same currency and to the same wallet address used for the original purchase

Important: The signature verification requirement protects purchasers from fraudulent withdrawal requests. Only the holder of the private key for the purchasing wallet can authorize a withdrawal.

5.4.4 Exclusions

The right of withdrawal does NOT apply to:

- Purchasers who do not qualify as Eligible EU Purchasers (as defined above)
- Tokens purchased on secondary markets (centralised exchanges, DEXs, OTC, etc.)
- Tokens acquired through airdrops, rewards, or promotional distributions
- Tokens acquired through peer-to-peer transfers
- Tokens that have been transferred after purchase
- Tokens admitted to trading on a trading platform prior to the Purchaser's acquisition

5.4.5 Effect of Withdrawal

Upon valid exercise of the right of withdrawal:

- The purchase agreement shall be terminated without penalty
- The Issuer shall refund the full purchase price within 14 calendar days
- The Eligible EU Purchaser shall return any Tokens received, or such Tokens shall be cancelled
- No further obligations shall arise between the parties in respect of the cancelled purchase

5.5 Complaint Handling Procedure

5.5.1 How to File a Complaint

If you have a complaint regarding Tokens or platform operations:

1. **Contact:** Send an email to support@mw.xyz
2. **Subject Line:** Mark email as "Formal Complaint"
3. **Include:**
 - Your wallet address (if applicable)
 - Detailed description of the complaint
 - Relevant transaction hashes or evidence
 - Desired resolution

5.5.2 Response Timeline

The Issuer will:

- **Acknowledge:** Receipt of complaint within 5 business days
- **Investigate:** Conduct investigation into the matter
- **Respond:** Provide substantive response within 30 business days

5.5.3 Escalation

If you are not satisfied with the Issuer's response, you may:

- Request escalation to senior staff
- Seek independent legal advice
- Contact relevant regulatory authorities in your jurisdiction

5.6 Dispute Resolution

5.6.1 Governing Law

Any disputes arising from or relating to Tokens shall be governed by the laws of the **Republic of Panama**.

5.6.2 Arbitration

Disputes that cannot be resolved through the complaint procedure (Section 5.5) may be subject to binding arbitration in accordance with the laws of Panama, unless otherwise required by applicable law in the token holder's jurisdiction.

5.6.3 No Class Actions

To the maximum extent permitted by law, Holders agree to resolve disputes on an individual basis and waive the right to participate in class action lawsuits.

5.7 Limitation of Liability

5.7.1 Exclusions and Limitations

To the maximum extent permitted by applicable law, the Issuer, its directors, officers, employees, and agents shall NOT be liable for:

- Loss of token value or market price decline
- Loss of opportunity or expected profits
- Losses due to market volatility or trading decisions
- Third-party actions (exchange hacks, wallet compromises, etc.)
- Regulatory actions that affect token utility or availability
- Platform downtime or technical failures (except where due to gross negligence)
- Loss of private keys or wallet access by token holders
- Losses from use of third-party services (wallets, exchanges, DeFi protocols)

5.7.2 Cap on Damages

Where liability cannot be excluded by law, the Issuer's total aggregate liability to any Holder shall not exceed the amount paid by that Holder for their Tokens during the Presale.

5.7.3 Force Majeure

The Issuer shall not be liable for failure to perform obligations due to circumstances beyond its reasonable control, including:

- Acts of God, natural disasters, pandemics
- War, terrorism, civil unrest
- Government actions, regulatory bans, or sanctions
- Internet or telecommunications failures
- Blockchain network failures or consensus issues
- Third-party service provider failures

5.8 Termination and Wind-Down

5.8.1 Ecosystem Changes

In the event of material changes to the MetaWin ecosystem or MetaWinners NFT project:

- Voluntary partner benefits may be affected
- The Issuer has no obligation to repurchase Tokens
- Holders will retain the ability to transfer Tokens (subject to market availability)
- No compensation is guaranteed to Holders

5.8.2 Token Holder Rights in Wind-Down

Holders have NO priority claim to:

- Company assets
- Platform revenues or reserves
- Liquidation proceeds
- Any other company property

5.9 Amendment of Rights and Obligations

5.9.1 Material Changes

Material changes to Holder rights or Issuer obligations will be published through official channels and include an amended version of this Whitepaper. For complete amendment timelines (publication within 7 days, implementation notice of 30 days where practical), see Section 11.12.

5.9.2 Non-Material Updates

Minor updates, clarifications, or non-material changes may be made without advance notice but will be reflected in updated Whitepaper versions.

5.9.3 Regulatory Changes

Changes required by law or regulatory authority may be implemented immediately and will be communicated as soon as practical.

Chapter 6

Token Utility

6.1 Overview

The Token is the community token of the MetaWinners NFT project. It carries no inherent platform utility and does not confer rights to any service, product, or platform as a matter of entitlement. Any benefits that ecosystem partners may voluntarily extend to Token holders are discretionary in nature and may change at any time.

IMPORTANT NOTICE

IMPORTANT NOTICE

\$METAWIN is a community token with no inherent utility. It is not a utility token, payment token, or investment instrument. Any benefits that may be offered to \$METAWIN holders by ecosystem partners are voluntary and may be introduced, modified, or discontinued at any time without notice. Prospective holders should not acquire Tokens in expectation of receiving any particular benefit.

6.2 Community Token Utility

6.2.1 Role of \$METAWIN within the MetaWinners Ecosystem

\$METAWIN is the community token of the MetaWinners NFT holder community. It functions alongside the MetaWinners NFT collection, which serves as the primary identity and access credential for community members.

- **NFT as Identity Badge:** A MetaWinners NFT is the holder's identity and access badge within the community. It represents membership and, where applicable, eligibility for NFT-linked benefits.
- **\$METAWIN as Community Currency:** The Token functions as the community currency and recognition layer of the MetaWinners ecosystem. It signals affiliation with the MetaWinners community.
- **Community Membership Signal:** Holding \$METAWIN signals membership and alignment with the MetaWinners community. It is a social and reputational credential, not a contractual entitlement.

- **No Standalone Utility:** The Token has no built-in utility on its own. Any benefits that arise from holding \$METAWIN are the result of voluntary recognition by ecosystem partners and are not guaranteed by the Issuer.

6.2.2 Relationship Between NFT and Token

The MetaWinners NFT and \$METAWIN are complementary but distinct instruments:

- The NFT provides identity, access, and community standing within the MetaWinners project.
- The Token provides a community currency layer that may be recognised voluntarily by ecosystem partners.
- Neither instrument guarantees financial return, platform access as a matter of right, or any contractual benefit.

6.3 Partner Benefits (Voluntary)

6.3.1 Nature of Ecosystem Partner Recognition

MetaWin.com and other ecosystem partners may, at their sole discretion, voluntarily extend benefits to \$METAWIN holders. Such recognition is entirely voluntary and does not constitute a contractual obligation of the Issuer or any partner.

6.3.2 Examples of Potential Voluntary Benefits

By way of illustration only, ecosystem partners may choose to offer benefits to \$METAWIN holders analogous to those extended to MetaWinners NFT holders, such as:

- Exclusive draws or prize competitions reserved for Token holders
- Platform promotions, bonus programs, or loyalty recognition
- Access programs, early entry to new features, or community events
- Recognition on partner platforms or community leaderboards

Important: The above examples are illustrative only. They do not represent commitments, guarantees, or representations by the Issuer or any partner.

6.3.3 Discretionary and Non-Contractual

- All partner benefits are discretionary. No partner is contractually obligated to offer, maintain, or continue any benefit to \$METAWIN holders.
- Benefits may be introduced, modified, suspended, or discontinued at any time and without prior notice.
- The Issuer makes no representation or guarantee that any ecosystem partner will offer any benefits to \$METAWIN holders at any time.
- Holders should not acquire Tokens in reliance on the continuation or availability of any particular partner benefit.

6.4 Community Airdrops

6.4.1 Airdrop Allocation

10% of total token supply (100,000,000 Tokens) is allocated for community airdrops and loyalty rewards. A further 20% (200,000,000 Tokens) is allocated to the Community allocation.

6.4.2 Eligibility and Mechanics

Airdrops are intended for community members who contribute to the MetaWin ecosystem. Specific eligibility criteria for each airdrop campaign will be announced separately through official channels and are at the Project's sole discretion. Airdrop eligibility, amounts, and timing may vary between campaigns.

6.5 Fixed Supply Design

6.5.1 Supply Characteristics

The Token is designed with a fixed maximum supply:

- **Fixed Maximum Supply:** 1,000,000,000 tokens (no inflation)
- **No New Token Creation:** Minting function is permanently disabled
- **Vesting Completion:** All vesting schedules conclude within the first 18 months post-TGE (team) and 12 months (presale)
- **Static Long-Term Supply:** Once all allocations are deployed, circulating supply is fully stable

Note: The fixed supply provides a hard cap on token quantity. No guarantees of price appreciation are implied by the fixed supply.

WARNING

UTILITY NOTICE:

\$METAWIN is a community token with no built-in utility. The Token does not provide access to any platform, service, or product as a matter of right. Any benefits offered to \$METAWIN holders by ecosystem partners (including the MetaWin platform) are voluntary, discretionary, and may be changed or discontinued at any time. Holders should not acquire Tokens in expectation of receiving partner benefits.

6.6 No Financial Returns Promised

Critical Clarification:

Tokens:

- Do NOT promise or guarantee financial returns
- Do NOT provide rights to platform revenues or profits
- Do NOT constitute an investment contract

- Do NOT entitle holders to dividends or profit-sharing

Any benefits received are contingent on:

- Voluntary recognition by ecosystem partners
- Project decisions regarding community programs
- Market conditions and token demand

Chapter 7

Token Distribution and Vesting

7.1 Allocation Overview

The total supply of 1,000,000,000 Tokens is allocated across eight categories designed to balance community benefit, Platform development, liquidity, and sustainable ecosystem growth.

Category	Percentage	Tokens	Purpose
Airdrops	10%	100,000,000	NFT holders, loyal community, airdrop campaigns
Community	20%	200,000,000	Community rewards, loyalty programs, incentives
Presale	20%	200,000,000	Public presale, tranche-based pricing
Treasury	15%	150,000,000	Operations, partnerships, marketing, reserves
Prizes (Token Competitions)	10%	100,000,000	Token-based competition prize pools
Liquidity Provisioning	10%	100,000,000	DEX and on-chain liquidity pools
CEX & Market Making	10%	100,000,000	Exchange listing fees, market-making
Team + Founder	5%	50,000,000	Team and founder allocation, 3-month cliff + 18-month linear vesting
TOTAL	100%	1,000,000,000	

Table 7.1: Token Allocation Breakdown

7.2 Allocation Details

7.2.1 Airdrops (10% — 100M tokens)

Purpose:

The Airdrops allocation is reserved for distribution to community members and ecosystem participants, including MetaWinners NFT holders and loyal community members. This allocation reflects the Issuer's commitment to broad community distribution.

Specific eligibility criteria, distribution amounts, and timing are determined at the Project's sole discretion and will be announced through official channels on a campaign-by-campaign basis.

Vesting Schedule:

- **20,000,000 at TGE:** Immediately claimable (20% of airdrop allocation)
- **80,000,000 remaining:** Release schedule to be announced; distribution timing and amounts are at the Project's sole discretion

7.2.2 Community (20% — 200M tokens)

Purpose:

The Community allocation is reserved for community rewards, loyalty programs, and ecosystem incentives. Distribution timing and amounts are at the Project's sole discretion.

Wallet Address: `0x11AC995Bf1a90D12fCA1454A49E854cE7B2dF522`

7.2.3 Public Sale / Presale (20% — 200M tokens)

Purpose:

Public Presale providing broad community access to Token acquisition.

Total Allocation: 200,000,000 Tokens (20% of total supply).

Pricing Mechanism: Tokens are offered at prices determined by a published schedule of increasing tranches. Prices increase progressively across the presale period. The full tranche schedule, including individual tranche sizes and prices, is published at <https://mw.xyz> and may be updated prior to TGE.

Maximum Proceeds: If all 200,000,000 presale tokens are sold at published tranche prices, total proceeds would not exceed \$50,000,000. Actual proceeds will be lower if the presale closes before full sellout.

Presale Close: The presale closes upon full sellout of all tranches or at the Project's discretion. The Issuer reserves the right to close the presale at any time and proceed to TGE without selling the full allocation. Unsold tokens revert to the Treasury.

No Minimum Raise Guaranteed: There is no softcap or minimum raise commitment. The Issuer may proceed to TGE regardless of total proceeds raised.

Accepted Payment: ETH, USDC, USDT (across supported EVM-compatible chains), and credit/debit cards.

Timeline: Planned launch Q1 2026.

Vesting Schedule:

- **25% at TGE:** Immediately claimable
- **75% over 12 months:** Linear vesting

7.2.4 Treasury (15% — 150M tokens)

Purpose:

The Treasury supports long-term platform growth and sustainability through:

- Strategic partnerships and integrations
- Marketing and community acquisition
- Operational expenses
- Rewards programmes and holder benefit campaigns
- Working capital and reserves

Deployment of the Treasury is at the Project's discretion, guided by the long-term interests of the MetaWinners community. Material deployment decisions will be communicated through official channels prior to execution. The Treasury wallet is subject to multi-signature controls requiring multiple authorised signers for any movement of funds.

Vesting / Unlock: The full Treasury allocation (150,000,000 Tokens) is unlocked at TGE. Deployment timing is at the Project's discretion.

7.2.5 Prizes — Token Competitions (10% — 100M tokens)

Purpose:

Tokens allocated to prize pools for token-denominated competitions and community events. This allocation enables token-native prize pools where competition winners receive \$METAWIN directly.

Specific competition structures, eligibility, and prize amounts are determined at the Project's discretion and announced through official channels. This allocation does not guarantee any minimum competition volume or prize frequency.

Vesting / Unlock: The full Prizes allocation (100,000,000 Tokens) is unlocked at TGE. Distribution to competition winners is at the Project's discretion.

7.2.6 Liquidity Provisioning (10% — 100M tokens)

Purpose:

Tokens deployed to decentralised exchange (DEX) liquidity pools to support on-chain trading. Liquidity provisioning helps ensure token accessibility and reduces price impact for community members transacting in \$METAWIN.

Specific DEX deployments and pool structures are at the Project's discretion.

Vesting / Unlock: The full Liquidity allocation (100,000,000 Tokens) is unlocked at TGE for immediate deployment to liquidity pools.

7.2.7 CEX & Market Making (10% — 100M tokens)

Purpose:

Tokens allocated to centralised exchange (CEX) listing fees, associated costs, exchange-required reserves, and professional market-making activities on centralised and decentralised venues. CEX listings broaden token accessibility and provide regulated trading venues for community members. Market makers provide continuous two-sided liquidity to improve price discovery and reduce bid-ask spreads.

Specific exchange listings are not guaranteed. Listing negotiations and market-making arrangements are commercially confidential. Market-making activities are not guaranteed to support any specific price or liquidity level.

Vesting / Unlock: The full CEX & Market Making allocation (100,000,000 Tokens) is unlocked at TGE.

7.2.8 Team + Founder (5% — 50M tokens)

Purpose:

Allocation for the founding team and key contributors.

Vesting Schedule:

- **0% at TGE:** No team tokens unlock at Token Generation Event
- **3-month cliff:** All team tokens are locked for a minimum of 3 months from TGE
- **18-month linear vesting post-cliff:** Following the 3-month cliff, tokens vest linearly over 18 months (fully unlocked at month 21 from TGE)

Purpose of Lock: The cliff and vesting schedule aligns team incentives with long-term ecosystem success and demonstrates commitment to the community. No team tokens enter circulation until at least 3 months after TGE, with full vesting completing at month 21.

7.3 Allocation Wallet Addresses

7.3.1 Transparency and Verification

For transparency and independent on-chain verification, the following Ethereum wallet addresses hold tokens for each allocation category. Holders and prospective purchasers may verify token distribution and movement through blockchain explorers.

Allocation Category	Wallet Address
Token Contract	0x289bbDBe9AC06F6837bE7c84393d41E5a6297ED7
Treasury	0xA908FDc610BABB271659DC8b83B588B3F5ecE78
Airdrops	0x7b011Eac95617D4fB3cbbA36640529C85837e865
Public Sale	0x24006433384679BdCDE2e2119dB6c777f7F5282F
Team + Founder	0x1405B719a1C0d803b2B0195c2Aeb03936eE33A9f
Liquidity Provisioning	0x3dEaA00971432Ed616eB9f5E8dE5cd305470D747
Prizes (Token Competitions)	0xA2Ae0373174fE9DED17ebA6402A7d860751fb27E
Community	0x11AC995Bf1a90D12fCA1454A49E854cE7B2dF522
CEX Listings & Market Making	0x37552d739BcFFeF875428D8a444f145db2d3B396

Table 7.2: Token Allocation Wallet Addresses

7.3.2 Verification Methods

Holders may verify allocation wallets through:

- **Etherscan:** <https://etherscan.io>
- **On-chain analysis:** Review token balances, transaction history, and vesting contract interactions
- **Multi-signature security:** The Treasury wallet utilizes multi-signature controls

7.3.3 Wallet Security and Controls

Multi-Signature Wallets:

Critical allocation wallets employ multi-signature security:

- Treasury: Multi-sig requiring multiple authorized signers for fund movement

Vesting Enforcement:

- Public Sale participants receive tokens through claimable vesting contracts
- Team tokens are locked in time-locked vesting contracts: 3-month cliff followed by 18-month linear vesting
- Vesting schedules are immutable and enforced on-chain
- All vesting contracts undergo third-party security audits

7.3.4 Operational Modifications

Notice: The Issuer reserves the right to modify wallet structures for security, operational efficiency, or regulatory compliance purposes. Material changes to allocation wallet addresses will be:

- Disclosed through official MetaWin communication channels
- Published on the MetaWin website (<https://mw.xyz>)
- Announced with minimum 7 days advance notice where operationally feasible
- Verifiable on-chain through transparent token transfers

Verification Recommendation: Holders are encouraged to independently verify token distribution by monitoring the disclosed wallet addresses through public blockchain explorers. Any discrepancies should be reported to support@mw.xyz.

7.4 Initial Circulating Supply at TGE

7.4.1 Calculation

At Token Generation Event, approximately 17% of total supply will be in circulation:

Note: Actual circulating supply at TGE may vary based on final Presale participation. No team token unlocks occur at TGE (3-month cliff applies). Treasury, CEX & Market Making, Community, and Prizes allocations are also unlocked at TGE but excluded from this circulating supply estimate as deployment is Project-controlled.

Source	Tokens	Notes
Public Sale (25% of 200M)	50,000,000	25% of presale allocation unlocks immediately
Airdrops (TGE portion)	20,000,000	Initial airdrop campaigns
Liquidity Provisioning	100,000,000	Full allocation deployed at TGE
Total Circulating	~170,000,000	~17% of total supply

Table 7.3: Estimated Initial Circulating Supply

7.5 Vesting Enforcement

7.5.1 Smart Contract Vesting

Vesting schedules are enforced through audited smart contracts:

- Time-locked release mechanisms
- Immutable vesting parameters
- Claimable vesting model (users claim when eligible)
- Transparent on-chain verification of vesting status

7.5.2 Non-Transferability During Vesting

Unvested tokens:

- Cannot be transferred or sold
- Remain locked in vesting contracts until unlock conditions are met
- Are not included in circulating supply calculations

7.6 Supply Schedule Over Time

7.6.1 Supply Schedule

The token supply evolves over time as follows:

- **Year 1:** Presale vesting completes (12 months post-TGE); all presale tokens fully unlocked; airdrop releases ongoing per the Project's schedule (TBA)
- **Month 3+:** Team cliff ends; 18-month linear vesting begins
- **Month 21:** Team fully vested (3-month cliff + 18-month linear = month 21 full unlock)
- **Year 2–4:** Treasury and operational allocations continue deployment per the Project's strategy
- **Year 5+:** All time-based vesting complete; supply dynamics driven by remaining Project-controlled allocation deployments

7.6.2 Long-Term Supply Dynamics

Post-vesting, token supply dynamics are characterised by:

- Fixed maximum supply (no new tokens can be created)
- No token removal or reduction mechanisms

- Supply becomes fully static once all allocations are deployed

7.7 Conflicts of Interest

The Issuer's management and team members hold a 5% Token allocation (50,000,000 Tokens) subject to a 3-month cliff followed by 18-month linear vesting from TGE (fully unlocked at month 21). This allocation creates potential conflicts of interest, as team members may have incentives to act in ways that benefit their Token holdings. Mitigation measures include the cliff and vesting schedule aligning team interests with long-term ecosystem success, multi-signature controls on the Treasury wallet, transparent disclosure of all allocations, and public announcement of major treasury deployments through official channels.

7.8 Regulatory Compliance

The Issuer intends to comply with applicable laws and regulations in relevant jurisdictions in connection with the Token and any Token sale. Specific regulatory requirements may vary by jurisdiction and may evolve over time. Prospective purchasers should seek independent legal advice regarding their own compliance obligations.

Chapter 8

Underlying Technology

8.1 Blockchain Infrastructure

8.1.1 Ethereum Mainnet

\$METAWIN is deployed as an ERC-20 token on the Ethereum blockchain, the most widely adopted smart contract platform with extensive developer support, security infrastructure, and liquidity.

Network Characteristics:

Blockchain	Ethereum Mainnet
Network ID	1
Consensus Mechanism	Proof of Stake (PoS)
Average Block Time	12 seconds
Transaction Finality	15 minutes (2 epochs for high-value transactions)
Network Uptime	99.99% since Merge (September 2022)

Table 8.1: Ethereum Network Specifications

8.1.2 Consensus Mechanism: Proof of Stake

Ethereum uses Proof of Stake (PoS) consensus following the September 2022 "Merge" upgrade. Validators stake 32 ETH to secure the network, eliminating energy-intensive mining. For complete environmental impact disclosure including energy consumption data, see Section 10 (Environmental Impact Disclosure).

8.1.3 Why Ethereum

Ethereum was selected as the deployment platform for \$METAWIN due to its established security track record, extensive wallet and exchange compatibility, deep liquidity, mature development tooling, credible decentralization, and minimal environmental impact under PoS consensus.

8.2 ERC-20 Token Standard

8.2.1 Standard Overview

\$METAWIN implements the ERC-20 token standard (Ethereum Request for Comment 20), the most widely adopted fungible token interface on Ethereum.

Core ERC-20 Functions:

- `transfer(address to, uint256 amount)` - Send tokens between addresses
- `approve(address spender, uint256 amount)` - Authorize third parties to spend tokens
- `transferFrom(address from, address to, uint256 amount)` - Allow approved parties to execute transfers
- `balanceOf(address account)` - Query token balance of any address
- `totalSupply()` - View total token supply
- `allowance(address owner, address spender)` - Check approved spending limits

8.2.2 ERC-20 Benefits

Universal Compatibility:

- Compatible with all major Ethereum-compatible wallets
- Supported by all major exchanges and trading platforms
- Integrates seamlessly with DeFi protocols and aggregators
- Established security and auditing standards
- Extensive documentation and developer resources

Proven Security:

- Battle-tested standard with years of production use
- Well-understood security characteristics
- Extensive audit history across thousands of implementations
- Standard security patterns (e.g., OpenZeppelin libraries)

8.3 Smart Contract Architecture

8.3.1 Token Contract

Contract Address:

```
0x289bbDBe9AC06F6837bE7c84393d41E5a6297ED7
```

Contract Characteristics:

- **Immutability:** Non-upgradeable contract; core functions cannot be modified after deployment
- **Fixed Supply:** 1,000,000,000 tokens minted at deployment; minting function permanently disabled
- **Standard Compliance:** Follows OpenZeppelin's battle-tested ERC-20 implementation patterns

- **No Admin Controls:** No privileged functions that can modify token behavior post-deployment

8.3.2 Design Philosophy

The token contract prioritizes:

1. **Transparency:** All code publicly verifiable on Etherscan
2. **Immutability:** No upgradeable proxies or admin backdoors
3. **Simplicity:** Minimal complexity reduces attack surface
4. **Standards Compliance:** Strict adherence to ERC-20 specification

Trade-off:

While immutability provides security and trust, it also means bugs or issues cannot be fixed in the deployed contract. This design choice favors transparency and predictability over flexibility.

8.3.3 Verified Source Code

The token contract source code is verified and publicly viewable on Etherscan at the contract address shown above. Any user can inspect the contract code to verify its behavior matches this documentation.

8.4 Security Audits

8.4.1 Third-Party Audit Firms

\$METAWIN smart contracts have undergone comprehensive security audits by multiple independent firms:

Auditor	Scope	Status
CertiK	Smart contract security, vulnerability assessment, common exploits	Completed
CredShields	Code review, business logic validation, access controls	Completed
Solidproof	Security best practices, gas optimization, reentrancy checks	Completed

Table 8.2: Security Audit Firms

8.4.2 Audit Scope

Audits covered:

- **Token Contract:** ERC-20 implementation, transfer and approval functionality
- **Vesting Contracts:** Time-locked token release mechanisms
- **Access Control:** Ownership and privileged function restrictions
- **Common Vulnerabilities:** Reentrancy, overflow/underflow, front-running
- **Business Logic:** Correctness of tokenomics implementation

8.4.3 Audit Findings

Audit findings have been remediated. Full audit reports are available on the MetaWin website at <https://mw.xyz>.

8.4.4 Ongoing Security

Post-deployment security measures include:

- Continuous monitoring via blockchain analytics tools
- Bug bounty program for responsible disclosure
- Regular security reviews of platform integrations
- Incident response procedures for security events

8.5 Platform Integration

8.5.1 Web3 Wallet Connection

The MetaWin platform integrates with \$METAWIN through standard Web3 wallet connections:

- **Connection Protocols:** Standard Web3 wallet connection protocols
- **User Experience:** Click-to-connect interface, no seed phrase sharing
- **Security:** Users maintain full custody of private keys
- **Transaction Signing:** Users explicitly approve all transactions

8.5.2 On-Chain Token Operations

All critical Token operations are executed on-chain:

- Token transfers and approvals
- Vesting releases

Platform operations (game logic, user authentication, reward calculations) are managed off-chain by the platform operator.

8.5.3 Smart Contract Transparency

All token movements are permanently recorded on the Ethereum blockchain:

- Viewable by anyone using blockchain explorers (Etherscan)
- Independently verifiable without trusting the Issuer
- Immutable historical record
- Real-time transaction tracking

8.6 Technical Risks and Limitations

8.6.1 Smart Contract Risk

Despite comprehensive audits, smart contracts can contain undiscovered vulnerabilities:

- Bugs in the code could result in loss of funds or unintended behavior

- Complex interactions with other contracts may expose unforeseen risks
- Zero-day exploits may not be discovered until after deployment
- Immutable contracts cannot be patched if vulnerabilities are found

8.6.2 Network Dependency

\$METAWIN functionality depends entirely on the Ethereum network:

- Network congestion can increase transaction costs (gas fees)
- High gas prices may make small transactions uneconomical
- Network upgrades or forks could affect token operations
- In extremely unlikely scenarios, consensus failures could impact the network

8.6.3 Upgrade Limitations

Because the token contract is non-upgradeable:

- Required changes or bug fixes cannot be applied to the existing contract
- New features require deployment of additional contracts
- Users must migrate to new contracts if critical fixes are needed
- This design prioritizes immutability and security over flexibility

8.6.4 Wallet Security

Holders are solely responsible for securing their private keys. Loss of private keys results in permanent, irrecoverable loss of tokens. For complete security risk disclosure, see Section 9.5.3 (Security Risks).

8.6.5 Gas Fees

Ethereum transactions require gas fees paid in ETH:

- Gas fees vary based on network congestion
- Complex operations (vesting claims) cost more gas than simple transfers
- Users must hold ETH in addition to \$METAWIN to interact with contracts
- High gas periods may make certain operations uneconomical

8.7 Future Technical Developments

8.7.1 Ethereum Network Upgrades

The Ethereum network continues to evolve with planned improvements:

- **EIP-4844 (Proto-Danksharding):** Reduces data costs and gas fees
- **Future Sharding:** Will distribute network load and improve scalability
- **Client Optimization:** Ongoing improvements reduce resource requirements

These upgrades are expected to improve Token economics by reducing transaction costs.

8.7.2 Layer 2 Potential

While \$METAWIN is deployed on Ethereum mainnet, future considerations may include:

- Bridging to Layer 2 solutions (Arbitrum, Optimism, etc.) for lower fees
- Cross-chain integrations for broader accessibility
- Alternative scaling solutions as they mature

Note: Any Layer 2 or cross-chain expansion would be announced separately and require careful security consideration.

Chapter 9

Risk Factors

WARNING

IMPORTANT: Before acquiring Tokens, you should carefully consider the following risk factors. This is not an exhaustive list, and additional risks not currently known or considered material may also adversely affect the value of Tokens.

You could lose all or a substantial portion of your investment.

9.1 Risks Relating to the Crypto-Asset

9.1.1 Price Volatility

The price of Tokens may be highly volatile and subject to significant fluctuations due to:

- Market sentiment and speculation
- Changes in supply and demand dynamics
- Broader cryptocurrency market movements
- News and media coverage (positive or negative)
- Regulatory announcements affecting crypto-assets
- Technical factors including exchange liquidity
- Whale movements and large holder actions
- Social media influence and viral trends

Impact: Token price could decrease rapidly by 50%, 75%, 90% or more in short periods. Historical cryptocurrency price volatility demonstrates this is not merely theoretical.

9.1.2 Liquidity Risk

Tokens may experience insufficient liquidity:

- Tokens may not be listed on major exchanges
- Even when listed, trading volumes may be insufficient
- Liquidity may vary significantly across different exchanges
- During market stress, liquidity may evaporate entirely
- Large holders attempting to sell may face severe price impact

- Low liquidity increases price manipulation risk

Impact: You may be unable to sell tokens when desired or at acceptable prices. Illiquidity can trap capital for extended periods.

9.1.3 No Guaranteed Value

Tokens have no intrinsic value and are not backed by physical assets:

- Token value depends entirely on market perception and platform utility
- There is no guarantee that \$METAWIN will maintain any value
- Fixed supply does not guarantee price appreciation
- Utility features may not generate sufficient demand
- The Issuer is not obligated to repurchase or provide price support
- Tokens could become worthless if platform fails

Impact: Total loss of investment is possible and should be considered a realistic outcome.

9.1.4 Technology Risk

Despite security audits, smart contract and blockchain risks remain:

- Smart contracts may contain undiscovered bugs or vulnerabilities
- Exploits or hacks could result in loss of tokens
- The Ethereum blockchain may experience technical issues
- Network congestion could make transactions prohibitively expensive
- Protocol upgrades or forks could affect token functionality
- Zero-day vulnerabilities may exist that auditors did not identify
- Interactions with other smart contracts could expose risks

Impact: Technical failures could result in permanent loss of tokens or impaired functionality.

9.2 Risks Relating to the Issuer

9.2.1 Third-Party Platform Dependency

\$METAWIN holders may receive voluntary benefits from ecosystem partners including the MetaWin platform, which is operated by a third party outside the Issuer's control. For complete disclosure of the corporate structure and platform dependency risks, see Section 3.

9.2.2 Operational Risk

The Issuer may face operational challenges:

- Key systems or infrastructure may experience failures
- Third-party service providers may fail to perform
- Cybersecurity incidents could disrupt operations
- The Issuer may lack sufficient operational expertise

- Scaling challenges may prevent growth
- Supply chain or vendor issues could affect platform

Impact: Operational disruptions could damage platform reputation and reduce token demand.

9.2.3 Key Person Risk

The project relies significantly on its founder and key team members:

- Loss of key personnel could adversely affect development
- Succession planning may be inadequate
- Team members' decisions may not align with token holder interests
- Conflicts among team members could disrupt operations
- Recruitment of qualified replacements may be difficult

Impact: Departure of key individuals could significantly impair project prospects.

9.2.4 Financial Risk

The Issuer may face financial difficulties:

- Revenue may be insufficient to fund ongoing operations
- The Issuer has no obligation to buy back tokens or provide liquidity
- Treasury management decisions could affect token value
- Fundraising through token sales may be insufficient
- Burn out of operational capital could force shutdown
- Financial mismanagement could occur

Impact: Financial distress could lead to platform shutdown and token value collapse.

9.3 Risks Relating to the Project

9.3.1 Development Risk

Planned features may not be delivered as described:

- Technical challenges may prevent implementation of roadmap items
- Development priorities may change based on business needs
- Timelines for ecosystem development are not guaranteed
- Resources may be insufficient for planned development
- Third-party dependencies may introduce delays

Impact: Failure to deliver expected features could reduce token utility and value.

9.3.2 Utility Realization Risk

\$METAWIN is a community token with no built-in utility. The primary risk is that a token with no inherent utility function may have a limited value proposition:

- The Token does not confer rights to any platform service, product, or revenue
- Any benefits available to Holders are offered at the discretion of ecosystem partners and are not guaranteed

- Partner benefits may be introduced, modified, or discontinued at any time without notice
- Community and ecosystem recognition may fail to generate sufficient demand
- There is no mechanism compelling any party to provide utility to Holders
- Holder value depends entirely on market perception and voluntary ecosystem recognition

Impact: The absence of inherent utility means the Token’s value proposition depends entirely on voluntary ecosystem participation. There is no guaranteed mechanism to create or sustain token demand.

9.3.3 Competition Risk

The Web3 gaming sector is highly competitive:

- Competitors may offer superior products or tokenomics
- New entrants with larger resources may capture market share
- Existing platforms may adopt similar features
- User preferences may shift away from the platform
- Network effects may favor incumbents or larger platforms
- Competitive pressure may force unsustainable incentives

Impact: Intense competition could prevent platform growth and reduce token demand.

9.3.4 Regulatory Change Risk

Regulations affecting crypto-assets are evolving rapidly:

- New regulations could restrict platform operations
- Token classification could change under future rules
- Compliance costs may increase significantly
- Jurisdictional restrictions may expand
- Tax treatment may become less favorable
- Regulatory uncertainty creates business risk

Impact: Adverse regulatory changes could severely impair or eliminate token utility.

9.4 Risks Relating to the MetaWin Ecosystem

9.4.1 Ecosystem Partner Risk

\$METAWIN holders may receive voluntary benefits from ecosystem partners, including MetaWin.com. The following risks apply to such voluntary partner benefits:

- MetaWin platform operations are conducted by a separate legal entity (the Platform Operator) outside the Issuer’s control
- Gaming license suspension, revocation, or non-renewal by the Platform Operator could reduce platform activity and affect the volume or availability of voluntary holder benefits
- Jurisdictional restrictions on gaming could limit the MetaWin platform’s addressable market

- Platform regulatory or legal issues could result in the Platform Operator reducing or discontinuing voluntary benefits to \$METAWIN holders
- The Issuer has no obligation to replace partner benefits that are discontinued

Impact: Issues affecting the MetaWin platform could reduce or eliminate the voluntary benefits that give \$METAWIN holders practical value. However, the Issuer is not subject to gaming regulations and gaming license risk does not directly affect the Issuer.

9.5 Risks Relating to Underlying Technology

9.5.1 Blockchain Network Risks

\$METAWIN depends entirely on the Ethereum blockchain:

- Network may experience congestion or high gas fees
- Network upgrades or forks could affect token functionality
- Consensus mechanism changes could impact operations
- Network security depends on factors outside the Issuer's control
- Ethereum could experience severe technical failures
- Validator centralization could threaten decentralization

Impact: Ethereum network issues directly affect token usability and value.

9.5.2 Smart Contract Risks

Smart contracts are immutable and may contain errors:

- Contracts cannot be upgraded once deployed (design choice)
- Audits reduce but do not eliminate vulnerability risk
- Interaction with other protocols could introduce unexpected risks
- Complex logic increases attack surface
- Economic exploits may exist even without code bugs
- Front-running and MEV extraction could affect users

Impact: Smart contract vulnerabilities could result in total loss of tokens.

9.5.3 Security Risks

The crypto ecosystem faces constant security threats:

- Private key loss results in permanent, irrecoverable loss of tokens
- Phishing attacks targeting Holders are common and sophisticated
- Exchange hacks could affect tokens held on exchanges
- Wallet software vulnerabilities could be exploited
- Social engineering attacks are increasingly prevalent
- Malicious browser extensions and apps pose risks

Impact: Security breaches could result in permanent loss of tokens.

WARNING**CUSTODY WARNING:**

You are solely responsible for securing your private keys. The Issuer cannot recover lost or stolen tokens. Loss of private keys means permanent loss of tokens. Use hardware wallets and follow security best practices.

9.5.4 Scalability Limitations

Blockchain throughput limits may constrain platform growth:

- Transaction costs may increase during high-demand periods
- User experience may be negatively affected by network limitations
- Layer 2 solutions introduce additional complexity and risks
- Scalability roadmap is uncertain and subject to delays

Impact: Scalability issues could limit platform growth and increase costs.

9.6 Risks Relating to Token Economics

9.6.1 Vesting and Unlock Risk

Large token unlocks create selling pressure:

- Ecosystem Treasury deployments are at the Project's discretion and may create selling pressure
- Market absorption of new supply is not guaranteed
- Unlock schedules cannot be modified
- Large unlocks may coincide with poor market conditions
- Early recipients may have outsized selling impact

Impact: Token unlocks could create sustained selling pressure and price declines.

9.7 General Risk Warnings

9.7.1 No Recourse

Tokens provide limited legal rights:

- Tokens do not represent equity, debt, or any claim on assets
- Holders have no voting rights on business decisions
- There is no mechanism to force token buybacks or redemptions
- Legal recourse against the Issuer may be limited or impossible
- Dispute resolution may be expensive and uncertain
- Jurisdiction and governing law may limit remedies

Impact: Holders have minimal legal protections and limited recourse.

9.7.2 Tax Implications

Tax treatment of crypto-assets is complex and evolving:

- Tax treatment varies significantly by jurisdiction
 - You may be liable for taxes on acquisition, holding, or disposal of Tokens
 - Tax laws are evolving and may change retroactively
 - Reporting requirements are complex and may be unclear
 - Tax treatment of airdrops is uncertain
 - You should consult a tax advisor regarding your specific situation
- Impact:** Unexpected tax liabilities could significantly reduce net returns.

9.7.3 Information Risk

The Issuer has access to non-public information about operations and development. Holders should rely only on information in this Whitepaper and official communications, not on speculation or third-party analyses.

9.7.4 Force Majeure

Events beyond the Issuer's control could affect token value and utility:

- Natural disasters (earthquakes, hurricanes, floods)
- Pandemics and public health emergencies
- Wars, terrorism, or civil unrest
- Government actions, including bans or confiscations
- Global economic crises or financial system failures
- Internet or power grid failures

Impact: Extreme events could render tokens worthless regardless of platform performance.

9.8 Summary of Risks

WARNING

COMPREHENSIVE RISK SUMMARY:

Crypto-asset investments are speculative and high-risk. You should only invest funds you can afford to lose entirely. The risks described in this section are serious and realistic, not merely legal formalities.

Key Points:

- Total loss of investment is possible
- Tokens may become illiquid or worthless
- Reduction or discontinuation of voluntary partner benefits could significantly reduce the Token's value proposition
- Team token unlock at 18 months could create selling pressure
- Regulatory changes could prohibit token use
- Technology risks could result in loss of tokens
- No guarantees are made regarding any aspect of the token

Past performance of the platform or other crypto-assets is not indicative of future results.

9.9 Acknowledgment

By acquiring Tokens, you acknowledge that:

1. You have read and understood these risk factors in their entirety
2. You accept the risks described herein and any additional risks
3. You have conducted your own independent due diligence
4. You are making an independent decision to acquire tokens
5. You have the financial means to bear a complete loss of your investment
6. You understand that no promises or guarantees have been made
7. You are not relying on any statements beyond those in this Whitepaper
8. You accept sole responsibility for the consequences of your decision

Chapter 10

Environmental Impact Disclosure

10.1 Regulatory Requirement

This section is provided in accordance with Annex I, Part F of Regulation (EU) 2023/1114 (Markets in Crypto-Assets), which requires disclosure of the principal adverse environmental and climate-related impact of the consensus mechanism used by the crypto-asset.

10.2 Consensus Mechanism

10.2.1 Ethereum Proof of Stake

The Token operates on the Ethereum blockchain, which utilizes a **Proof of Stake (PoS)** consensus mechanism following the September 2022 "Merge" upgrade.

How Proof of Stake Works:

- Network security is provided by validators who stake 32 ETH
- Validators are selected algorithmically to propose and validate blocks
- Consensus is achieved through validator attestations, not computational work
- No energy-intensive mining hardware is required
- Validators earn rewards for honest participation
- Malicious behavior results in penalties (slashing)

10.2.2 Transition from Proof of Work

Prior to September 2022, Ethereum used a Proof of Work (PoW) consensus mechanism similar to Bitcoin. The Merge successfully transitioned Ethereum to Proof of Stake, eliminating mining-based consensus.

Impact of the Merge:

- Network energy consumption reduced by approximately **99.95%**
- Mining hardware no longer required for network security
- Carbon emissions reduced proportionally to energy savings
- Ethereum transitioned to one of the most energy-efficient major blockchains

10.3 Energy Consumption

10.3.1 Ethereum Network Energy Usage

Current Estimates (as of 2025):

Total Annual Energy	0.0026 TWh/year (2,600 MWh)
Per-Transaction Energy	Negligible compared to PoW blockchains
Comparable Usage	Equivalent to a small data center
Network Validators	Thousands of independent validators globally

Table 10.1: Ethereum Proof of Stake Energy Consumption

10.3.2 Comparative Analysis

Blockchain/System	Annual Energy (TWh/yr)	Consensus Mechanism
Bitcoin	175	Proof of Work
Ethereum (Pre-Merge)	110	Proof of Work (historical)
Ethereum (Current)	0.0026	Proof of Stake
Traditional Banking	260	Centralized systems

Table 10.2: Energy Consumption Comparison

Sources:

- Ethereum Foundation Energy Consumption Reports
- Cambridge Bitcoin Electricity Consumption Index
- Galaxy Digital Mining Research
- Crypto Carbon Ratings Institute (CCRI)

10.3.3 Carbon Footprint

With renewable energy usage by validators varying by geography, Ethereum’s carbon emissions are estimated to be:

- Significantly lower than traditional financial infrastructure
- A small fraction of legacy PoW blockchains
- Comparable to other modern, energy-efficient digital services

Many Ethereum validators operate using renewable energy sources (solar, wind, hydro), further reducing the network’s carbon footprint.

10.4 Token-Specific Environmental Impact

10.4.1 \$METAWIN Token Operations

\$METAWIN is an ERC-20 token, meaning it does not require any additional consensus mechanism, mining operations, or specialized infrastructure beyond standard Ethereum transactions.

Energy Usage per Token Transaction:

- Standard ERC-20 transfer: 21,000 to 65,000 gas units
- Energy per transaction: Equivalent to a few seconds of household electricity usage
- No dedicated hardware required
- No mining rigs or specialized equipment
- No additional environmental impact beyond baseline Ethereum operations

10.4.2 Comparison to Traditional Systems

A single Token transaction consumes less energy than:

- Operating a traditional bank branch for one minute
- Processing a single credit card transaction (when accounting for full infrastructure)
- Streaming video content for 30 minutes
- Boiling water for a cup of tea

10.5 Issuer Environmental Commitment

10.5.1 No Mining Operations

TropiChain Inc. (the Issuer) does **not** operate:

- Ethereum validators
- Mining equipment of any kind
- Energy-intensive computational infrastructure related to \$METAWIN
- Proof of Work consensus participation

The Issuer's environmental impact from token operations is limited to standard business operations (office space, servers, employee computers), comparable to any software company.

10.5.2 Validator Independence

The Ethereum network is secured by thousands of independent validators globally. The Issuer:

- Has no control over validator operations
- Has no control over validators' energy sources
- Does not participate in network consensus
- Cannot influence Ethereum's environmental footprint

10.6 Ethereum's Ongoing Environmental Improvements

10.6.1 Network Efficiency Upgrades

The Ethereum network continues to implement efficiency improvements:

- **EIP-4844 (Proto-Danksharding):** Reduces data costs and energy per transaction
- **Future Sharding:** Will further distribute network load and improve efficiency
- **Client Optimization:** Ongoing improvements to validator client software reduce computational requirements

- **Validator Hardware Efficiency:** Modern validators use increasingly efficient hardware

These upgrades are expected to further reduce Ethereum’s already-low environmental impact.

10.6.2 Renewable Energy Adoption

The Ethereum validator community is increasingly adopting renewable energy:

- Many validators operate using solar, wind, or hydroelectric power
- Geographic distribution allows validators to utilize local renewable resources
- Economic incentives favor low-cost energy, which increasingly means renewables
- Carbon-neutral and carbon-negative validator initiatives are growing

As renewable energy adoption increases globally, Ethereum’s carbon footprint continues to decline.

10.7 Verification and Transparency

10.7.1 Public Data Sources

Ethereum’s energy consumption data is publicly available and regularly updated by independent research organizations:

- **Ethereum Foundation:** Official network statistics and environmental reports
- **Cambridge Centre for Alternative Finance:** Independent blockchain energy analysis
- **Crypto Carbon Ratings Institute (CCRI):** Third-party carbon footprint assessments
- **Digiconomist:** Ongoing energy consumption tracking

10.7.2 Verifiable Consensus

Anyone can verify Ethereum’s Proof of Stake consensus mechanism by:

- Reviewing the Ethereum protocol specification
- Observing network operation in real-time via blockchain explorers
- Running their own Ethereum node to participate in consensus observation
- Examining validator client source code (open source)

10.8 Comparison to Alternative Blockchains

10.8.1 Why Not a More Efficient Blockchain?

While some newer blockchains claim even lower energy consumption, Ethereum was selected for \$METAWIN because:

- Ethereum has the most extensive security track record
- Liquidity and exchange support are significantly superior
- Developer tooling and ecosystem are mature

- Wallet compatibility is universal
- Network effects and user base are established
- Decentralization is more credible than smaller networks

The trade-off of slightly higher energy usage (still extremely low in PoS) versus significantly superior security and adoption was deemed favorable.

10.8.2 Layer 2 Potential

Future expansion to Layer 2 solutions (Arbitrum, Optimism, etc.) could further reduce environmental impact:

- L2s batch multiple transactions into single Ethereum transactions
- Energy per transaction decreases by 10-100x on L2s
- User experience benefits from lower fees and faster confirmations

Any Layer 2 expansion would be announced separately.

10.9 Environmental Risk Statement

10.9.1 Network Evolution

The environmental impact of Ethereum may change over time based on:

- Network upgrades and protocol changes
- Validator behavior and energy source choices
- Global energy grid transitions (renewable vs. fossil fuels)
- Validator hardware efficiency improvements
- Network usage and transaction volume

The Issuer has no control over these factors.

10.9.2 Disclaimer

Environmental impact estimates are based on third-party research and publicly available data as of the date of this Whitepaper. Actual energy consumption may vary. The Issuer:

- Makes no guarantees regarding Ethereum's environmental footprint
- Has no control over Ethereum network operations or validator choices
- Cannot influence the consensus mechanism or energy sources used
- Relies on third-party data for environmental disclosures

For the most current environmental data, consult official Ethereum Foundation resources and independent research organizations.

10.10 Conclusion

\$METAWIN's environmental impact is minimal due to:

1. Ethereum's Proof of Stake consensus (99.95% energy reduction vs. PoW)
2. Standard ERC-20 operations requiring negligible energy per transaction
3. No issuer-operated mining or validation infrastructure

4. Ongoing network efficiency improvements
5. Increasing renewable energy adoption by validators

The token's environmental footprint is comparable to standard digital services and significantly lower than legacy financial systems or Proof of Work blockchains.

Environmental Summary:

\$METAWIN operates on Ethereum's energy-efficient Proof of Stake blockchain, consuming approximately 99.95% less energy than Proof of Work blockchains. Token transactions have minimal environmental impact, comparable to sending an email or streaming a few seconds of video.

Chapter 11

Legal Disclaimers and Notices

11.1 Mandatory Regulatory Disclaimers

11.1.1 No Regulatory Approval

REGULATORY DISCLAIMER

This crypto-asset white paper has not been approved by any competent authority in any Member State of the European Union. The offeror of the crypto-asset is solely responsible for the content of this crypto-asset white paper.

11.1.2 Value and Liquidity Risk

WARNING

VALUE AND LIQUIDITY WARNING:

The crypto-asset may lose its value in part or in full; may not always be transferable; may not be liquid.

This crypto-asset is not covered by investor compensation schemes or deposit guarantee schemes under EU law.

11.1.3 Utility Risk

WARNING

UTILITY WARNING:

The crypto-asset may not be exchangeable against the goods or services promised in this crypto-asset white paper, especially in the case of a failure or discontinuation of the crypto-asset project.

11.1.4 United Kingdom Disclaimer

UK REGULATORY NOTICE

This crypto-asset white paper is not a financial promotion for the purposes of the Financial Services and Markets Act 2000 (“FSMA”) and the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (“FPO”). Distribution of this document in the United Kingdom is restricted to, and directed only at: (a) persons who are investment professionals within the meaning of Article 19(5) of the FPO; (b) high net worth bodies corporate, unincorporated associations, or partnerships within the meaning of Article 49(2)(a) to (d) of the FPO; or (c) persons to whom this communication may otherwise lawfully be communicated (all such persons being referred to as “Relevant Persons”). This document must not be acted on or relied upon by any person who is not a Relevant Person.

11.1.5 European Union Disclaimer

EU / MiCA NOTICE

This crypto-asset white paper has not been approved by any competent authority in any Member State of the European Union. The Issuer has not submitted a notification to any competent authority under Article 16 of Regulation (EU) 2023/1114 (MiCA). Until any required notification period has elapsed, the offering of Tokens to residents of EU Member States may be restricted or prohibited. Persons resident in the European Union should seek independent legal advice regarding the availability of Tokens in their jurisdiction before participating in any Token offering.

11.1.6 Global Jurisdictional Disclaimer

GLOBAL NOTICE

This crypto-asset white paper does not constitute an offer, solicitation, or recommendation to acquire crypto-assets in any jurisdiction where such offer, solicitation, or recommendation is unlawful. Distribution and publication of this document and participation in any Token offering may be restricted in certain jurisdictions. Persons accessing or reading this document are required to inform themselves about and observe any such restrictions. The Issuer accepts no responsibility for any violation of any such restrictions by any person.

11.1.7 Platform Operator Separation Disclaimer

PLATFORM DISCLAIMER

TropiChain Inc. is a separate legal entity from the operator of the MetaWin platform and has no involvement in the operation, licensing, or management of the MetaWin gaming platform. MetaWin.com is operated by a legal entity wholly independent from TropiChain Inc. The MetaWin platform operator is not involved in and bears no responsibility for the issuance, offer, sale, distribution, or management of \$METAWIN tokens, has not promoted, endorsed, or approved the \$METAWIN token offering, and makes no representation regarding \$METAWIN tokens, their value, or their suitability for any purpose. The MetaWin platform operator shall not be liable for any loss arising out of the acquisition, holding, or disposal of \$METAWIN tokens. Holding \$METAWIN confers no enforceable rights or claims against the MetaWin platform or its operator. Any ecosystem benefits that the MetaWin platform may extend to \$METAWIN holders are entirely voluntary, discretionary, and may be modified or withdrawn at any time without notice or liability.

Date of notification of this crypto-asset white paper to the competent authority: March 2026.

11.2 Jurisdictional Restrictions

11.2.1 Excluded Jurisdictions

This offering is not directed at the following persons or jurisdictions:

- **U.S. Persons** (as defined in Rule 902(k) of Regulation S under the U.S. Securities Act of 1933). The offering is structured within the framework of Regulation S and the Issuer does not engage in directed selling efforts in the United States.
- Any jurisdiction subject to comprehensive sanctions by:
 - European Union
 - United Nations
 - United States Treasury Office of Foreign Assets Control (OFAC)

11.2.2 Purchaser Representations

By acquiring Tokens, you represent and warrant that:

1. You are **eligible** under the **laws of your jurisdiction of residence to acquire, hold, and transfer crypto-assets**
2. You are acquiring Tokens for your own account and not on behalf of any person or entity located in a sanctioned territory
3. You acknowledge that Tokens have not been registered under the U.S. Securities Act of 1933 and that restrictions may apply to the transfer of Tokens in certain jurisdictions
4. You are not a resident, citizen, or tax resident of any other excluded jurisdiction

5. You have the legal capacity to enter into this transaction under applicable law
6. You are not acting on behalf of any person or entity from an excluded jurisdiction
7. You are at least 18 years of age (or the legal age of majority in your jurisdiction)
8. You comply with all applicable laws in your jurisdiction of residence
9. You are not subject to any sanctions or restrictions that would prohibit this transaction
10. You have obtained all necessary permissions or approvals (if any) to acquire crypto-assets

Violation of these representations may result in:

- Forfeiture of tokens
- Legal action against the purchaser
- Loss of all platform access and benefits
- No refund or compensation

11.2.3 Transfer Restrictions (Regulation S)

Tokens have not been registered under the U.S. Securities Act of 1933 and the offering has been structured within the framework of Regulation S. The Token smart contract does not implement on-chain transfer restrictions (see Section ??).

Purchasers acknowledge that restrictions under Regulation S may apply to the resale of Tokens to U.S. Persons or within the United States. Purchasers are solely responsible for ensuring that any subsequent transfer of Tokens complies with all applicable laws in both the transferor's and transferee's jurisdictions.

11.2.4 Compliance with Local Laws

You are solely responsible for:

- Determining whether acquisition or holding of \$METAWIN is lawful in your jurisdiction
- Complying with all applicable laws, regulations, and reporting requirements
- Paying all applicable taxes
- Obtaining any required licenses or approvals

The Issuer makes no representation that \$METAWIN complies with the laws of any specific jurisdiction other than those expressly stated herein.

11.3 Nature of This Document

11.3.1 Not Investment Advice

This Whitepaper does **NOT** constitute:

- Investment advice of any kind
- Financial advice or recommendations
- Tax advice or tax planning guidance
- Legal advice or legal opinions
- An offer or solicitation to buy or sell securities
- A prospectus or offering document under securities laws

- A recommendation to purchase, sell, or hold any crypto-asset

You should consult independent professional advisors (financial, legal, tax) before making any decision regarding Tokens.

11.3.2 Not a Security

The Token is designed as a community token and is not:

- A security under MiFID II or any other securities regulation
- An equity interest in TropiChain Inc. or any entity
- A debt instrument or loan
- An investment contract promising returns
- A collective investment scheme
- A derivative or financial instrument

However, classification of crypto-assets is evolving and may change based on future regulatory developments or judicial interpretations.

11.3.3 United States Securities Law

The Tokens have **NOT** been registered under the United States Securities Act of 1933, as amended (the “Securities Act”), or with any securities regulatory authority of any state or other jurisdiction of the United States.

This offering is structured within the framework of Regulation S under the Securities Act. The Issuer does not engage in directed selling efforts (as defined in Rule 902(c) of Regulation S) in the United States. Purchasers are solely responsible for determining whether the acquisition or holding of Tokens is lawful in their jurisdiction and for compliance with all applicable laws, including U.S. federal and state laws.

11.3.4 Regulation S Compliance

This offering is made in reliance on Regulation S under the Securities Act for offers and sales made outside the United States.

The Issuer will not engage in any “directed selling efforts” (as defined in Regulation S) in the United States. Purchasers are solely responsible for determining whether the acquisition or holding of Tokens is lawful in their jurisdiction and for compliance with all applicable laws, including U.S. federal and state laws.

11.3.5 No Partnership or Agency

Acquisition of \$METAWIN does not:

- Create a partnership, joint venture, or agency relationship
- Grant any employment or contractor relationship with the Issuer
- Create any fiduciary duties owed by the Issuer to Holders
- Entitle holders to participate in management of TropiChain Inc.

11.4 Forward-Looking Statements

11.4.1 Identification

This Whitepaper contains forward-looking statements, including statements about:

- Future platform developments and features
- Token utility implementation timelines
- Expected market conditions and adoption
- Anticipated regulatory environments
- Projected ecosystem growth or activity
- Planned ecosystem developments and community programs

11.4.2 No Guarantees

Forward-looking statements are based on current expectations and assumptions and are subject to:

- Known and unknown risks and uncertainties
- Factors beyond the Issuer's control
- Changing market, competitive, or regulatory conditions
- Technical challenges and development risks
- Resource constraints and operational limitations

Actual results may differ materially from any forward-looking statements in this Whitepaper.

11.4.3 No Obligation to Update

The Issuer undertakes no obligation to publicly update or revise forward-looking statements, except as required by applicable law or MiCA regulations regarding material amendments.

11.5 Conflicts of Interest

The founding team and key contributors hold a 5% Token allocation (50,000,000 Tokens) subject to a 3-month cliff and 18-month linear vesting schedule from TGE (fully unlocked at month 21). Full allocation details and wallet addresses are disclosed in Section 7 (Token Distribution). The Project team retains discretion over Ecosystem Treasury deployment decisions, which may create conflicts of interest between team incentives and token holder interests.

11.5.1 Ecosystem Allocation Decisions

The Project team has discretion over allocation decisions for ecosystem resources, including:

- Ecosystem fund expenditures
- Operational vs. token-related spending

- Treasury allocation priorities

These decisions could favor certain uses of ecosystem resources over others in ways that may or may not align with token holder interests.

11.6 Use of Proceeds

11.6.1 Intended Allocation

Funds raised from the \$METAWIN Presale are intended to be allocated toward:

- Platform development and technical enhancements
- Marketing, user acquisition, and brand development
- Liquidity provision for exchanges and DEXs
- Operational expenses (salaries, infrastructure, services)
- Team and advisor compensation
- Legal, compliance, and audit costs
- Working capital and reserves

11.6.2 No Specific Commitments

Important Limitations:

- Specific percentage allocations are **not** fixed or guaranteed
- The Project team has discretion to adjust allocations based on business needs
- No detailed budget or expense breakdown is provided
- Holders have no control over use of proceeds
- No reporting obligation regarding specific expenditures
- Proceeds may be used for purposes not explicitly listed
- Presale proceeds may be allocated in part to team and advisor compensation

11.6.3 Accounting and Transparency

TropiChain Inc. will:

- Maintain financial records in accordance with applicable laws
- NOT provide regular financial statements to Holders (tokens are not equity)
- Publish material updates through official channels
- Comply with regulatory reporting requirements as applicable

11.7 Intellectual Property

11.7.1 Ownership

Intellectual property related to the Token (including smart contracts, token-specific branding, and this Whitepaper) is owned by TropiChain Inc.

Intellectual property related to the Platform (including platform software, MetaWin branding, and gaming technology) is owned by the Platform operating entity or its li-

censors. TropiChain Inc. holds a license to use certain MetaWin-related branding in connection with the Token under its integration agreement with the platform operator.

Holders receive **NO** intellectual property rights:

- No license to use MetaWin trademarks or branding
- No rights to platform source code or technology
- No ownership of platform designs or content
- No rights to derivative works

11.7.2 Open Source Components

Certain smart contract components may utilize open-source libraries (e.g., OpenZeppelin). These remain subject to their respective open-source licenses.

The token contract source code, while publicly viewable for verification, does not grant any rights beyond those inherent in the ERC-20 standard.

11.8 Limitation of Liability

11.8.1 Exclusions

To the maximum extent permitted by applicable law, the Issuer, its directors, officers, employees, agents, affiliates, and advisors shall **NOT** be liable for:

- Loss of token value or market price decline
- Loss of opportunity, expected profits, or business
- Losses due to market volatility or trading decisions
- Third-party actions (exchange hacks, wallet compromises, scams, phishing)
- Regulatory actions that affect token utility, availability, or value
- Platform downtime, technical failures, or bugs (except gross negligence or willful misconduct)
- Loss of private keys or wallet access by Holders
- Losses from use of third-party services (wallets, exchanges, DeFi protocols)
- Losses from user errors or misunderstandings
- Taxation consequences or unexpected tax liabilities

11.8.2 Cap on Damages

Where liability cannot be excluded by law, the Issuer's **total aggregate liability** to any token holder shall not exceed the amount paid by that holder for their tokens during the Presale.

This cap applies regardless of:

- The legal theory of liability (contract, tort, negligence, etc.)
- Whether the Issuer was advised of the possibility of such damages
- The number or severity of claims

11.8.3 Indirect Damages

Under no circumstances shall the Issuer be liable for:

- Indirect, incidental, or consequential damages
- Special or punitive damages
- Loss of data, profits, revenue, or business opportunities
- Emotional distress or reputational harm

11.9 Force Majeure

The Issuer shall not be liable for failure to perform obligations due to circumstances beyond its reasonable control, including:

- Acts of God (natural disasters, earthquakes, floods, hurricanes)
- Pandemics, epidemics, or public health emergencies
- War, terrorism, civil unrest, or insurrection
- Government actions, regulatory bans, sanctions, or restrictions
- Internet, telecommunications, or power grid failures
- Blockchain network failures, forks, or consensus issues
- Failures of third-party service providers beyond issuer's control
- Cyberattacks, distributed denial of service (DDoS) attacks
- Labor disputes, strikes, or work stoppages

During force majeure events, the Issuer's obligations may be suspended without liability.

11.10 Dispute Resolution and Governing Law

11.10.1 Applicability and Geographic Scope

This dispute resolution agreement applies to all disputes between you and the Issuer arising out of or relating to Tokens, this Whitepaper, or any related transaction or relationship.

Geographic Limitations: This arbitration agreement does not apply to:

- Residents of the European Union, European Economic Area, United Kingdom, or Switzerland
- Disputes arising from the exercise of withdrawal rights under Section 5.4
- Disputes where mandatory consumer protection laws of your jurisdiction prohibit arbitration agreements

For holders in exempt jurisdictions, disputes shall be resolved in accordance with the governing law provisions below.

11.10.2 Mutual Arbitration Agreement

Agreement to Arbitrate: You and the Issuer mutually agree that any dispute, claim, or controversy arising out of or relating to Tokens, this Whitepaper, the acquisition, holding,

transfer, or disposition of Tokens, or any alleged breach of this agreement shall be resolved exclusively through binding individual arbitration rather than in court.

Federal Arbitration Act: This arbitration agreement evidences a transaction involving interstate and international commerce. The Federal Arbitration Act, 9 U.S.C. § 1 et seq. (FAA), governs the interpretation and enforcement of this arbitration agreement to the fullest extent permitted by law.

11.10.3 Class-Action and Collective Action Waiver

You and the Issuer agree that each may bring claims against the other only in an individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding.

Unless both you and the Issuer agree otherwise in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class action.

No Joinder or Consolidation: Claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration, unless those persons mutually agree to such joinder or consolidation in writing.

11.10.4 Arbitration Procedures

Rules and Forum: Arbitration shall be administered by JAMS (Judicial Arbitration and Mediation Services) under its Streamlined Arbitration Rules and Procedures, or if JAMS is unavailable, by the American Arbitration Association (AAA) under its Commercial Arbitration Rules.

Venue: Arbitration shall take place in Panama City, Republic of Panama, or via remote/virtual proceedings at the claimant's election.

Arbitrator Authority: The arbitrator shall have exclusive authority to resolve all disputes relating to the interpretation, applicability, enforceability, or formation of this arbitration agreement, including any claim that all or any part of this arbitration agreement is void or voidable.

Costs: Each party shall bear its own attorneys' fees and costs. The Issuer shall pay arbitration filing fees and administrative costs in excess of what claimant would have paid to file a lawsuit in court.

Small Claims Exception: Either party may bring an individual action in small claims court (up to the jurisdictional limit) instead of arbitration if the claim qualifies.

11.10.5 Informal Dispute Resolution Requirement

Before initiating arbitration, you must first send written notice of your claim to:

TropiChain Inc.
Attn: Legal Department
55th Street East, SL55 Building, Floor 21, Office 3
Panama City, Republic of Panama

Email: support@mw.xyz

The notice must describe the nature of the claim, the specific facts supporting the claim, and the relief sought. The Issuer will have 60 days to respond and attempt to resolve the dispute informally. If unresolved after 60 days, either party may initiate arbitration.

11.10.6 Opt-Out Right

30-Day Opt-Out Window: You may opt out of this arbitration agreement by sending written notice within 30 days of acquiring Tokens.

Acquisition Date Determination:

- **On-chain acquisitions:** The date of the first transfer of Tokens to your self-custodied wallet address, as recorded on the applicable blockchain (Ethereum or other blockchain on which Tokens are deployed)
- **Off-chain/custodial acquisitions:** The date shown on exchange-issued trade confirmation, account statement, or notarized trading records from the custodial platform

Opt-Out Method: Send notice to support@mw.xyz with:

1. Clear statement: "I opt out of the arbitration agreement in the METAWIN Whitepaper"
2. Your wallet address (if on-chain) or exchange account identifier (if off-chain)
3. Proof of wallet ownership: Either (a) cryptographically signed message from your wallet, or (b) other verification method acceptable to the Issuer

Effect of Opt-Out: If you validly opt out, you will not be bound by this arbitration agreement, and disputes will be resolved pursuant to the governing law provisions below. If you do not opt out within 30 days, you and the Issuer are bound by this arbitration agreement.

Deemed Notice: By acquiring, holding, or transacting in Tokens, you acknowledge that you have reviewed or had the opportunity to review this Whitepaper, including this arbitration agreement. You are deemed to have constructive notice of the terms herein as of your acquisition date, regardless of whether you actually accessed or read this Whitepaper.

11.10.7 Severability of Arbitration Provisions

If any portion of this arbitration agreement is found to be unenforceable or unlawful for any reason:

- The unenforceable provision shall be severed, and the remaining provisions shall remain in full force and effect
- If the class-action waiver is found unenforceable, the entire arbitration agreement (excluding the class-action waiver) shall remain enforceable
- If the arbitration agreement is found wholly unenforceable, disputes shall be resolved exclusively pursuant to the governing law provisions below

11.10.8 Survival of Arbitration Agreement

This arbitration agreement shall survive:

- The transfer, sale, or disposition of your Tokens
- The termination of any relationship between you and the Issuer
- Any amendment to this Whitepaper (unless the amendment specifically revokes this provision)

11.10.9 Governing Law

This Whitepaper and any disputes arising hereunder shall be governed by and construed in accordance with the laws of the Republic of Panama, without regard to its conflict of law provisions.

11.10.10 Jurisdictional Variations

The enforceability of arbitration agreements and class-action waivers varies by jurisdiction. This agreement is enforceable to the maximum extent permitted by applicable law. Where local law prohibits mandatory arbitration or class-action waivers (including but not limited to EU/EEA consumer protection laws), those prohibitions shall apply, and the affected provisions shall be severed without affecting enforceability in other jurisdictions.

11.11 Severability

If any provision of this Whitepaper or the terms governing Tokens is found to be:

- Invalid, illegal, or unenforceable
- In violation of applicable law
- Contrary to public policy

Such provision shall be severed, and the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

The invalid provision shall be replaced with a valid provision that most closely reflects the original intent.

11.12 Amendments and Updates

11.12.1 Material Amendments

Material changes to this Whitepaper will be:

- Published on the official MetaWin website (mw.xyz)
- Announced through official communication channels (X/Twitter, Telegram, Discord, email)
- Versioned with clear indication of changes

Amendment Timelines:

- **Publication:** Material amendments will be published within 7 calendar days of the Issuer becoming aware of the need for amendment
- **Implementation Notice:** Where practical, changes affecting token holder rights will be announced at least 30 calendar days before taking effect

- **Regulatory Exception:** Changes required by law or regulation may be implemented immediately

11.12.2 Non-Material Updates

Minor updates, corrections, clarifications, or non-material changes may be made without advance notice but will be reflected in updated whitepaper versions with version control.

11.12.3 Regulatory Updates

Changes required by law, regulation, or regulatory authority may be implemented immediately and will be communicated as soon as practically possible.

11.13 Entire Agreement

This Whitepaper, together with any supplementary documents published by TropiChain Inc. regarding Tokens, constitutes the entire agreement between the Issuer and Holders.

This Whitepaper supersedes:

- All prior discussions, negotiations, or agreements (written or oral)
- Marketing materials or promotional statements
- Social media posts or community discussions
- Statements by team members not expressly included herein

You should not rely on:

- Verbal statements or promises from anyone
- Information from unofficial sources
- Social media speculation or rumors
- Third-party analyses or predictions

11.14 No Third-Party Beneficiaries

This Whitepaper is intended solely for the benefit of:

- TropiChain Inc. (the Issuer)
- Legitimate Holders

No third parties (including affiliates, partners, service providers, or others) have any rights under this Whitepaper unless expressly stated.

11.15 Language

11.15.1 Official Version

The **English language version** of this Whitepaper is the official and controlling version.

11.15.2 Translations

Translations into other languages may be provided for convenience only. In the event of any conflict or inconsistency:

- The English version prevails
- The English version governs interpretation
- Translations are not legally binding
- The Issuer bears no responsibility for translation errors

11.16 Contact Information

11.16.1 Official Channels

For complete contact information including email, website, social media channels, and support hours, see Section 2.3 (Contact Information).

Primary Contact: support@mw.xyz

11.16.2 Beware of Scams

WARNING

SECURITY WARNING:

- The Issuer will **NEVER** ask for your private keys or seed phrase
- The Issuer will **NEVER** contact you via direct message first
- Always verify contract addresses on official channels
- Beware of phishing websites with similar URLs
- Do not trust unsolicited offers or "giveaways"

If in doubt, contact support@mw.xyz to verify any communication.

11.17 Document Retention

This Whitepaper will be kept available to the public for the life of the Token plus **10 years** as required by applicable regulations.

Historical versions and amendments will be archived and accessible on the MetaWin website.

END OF WHITEPAPER

For the latest version of this document, visit:

<https://mw.xyz/whitepaper>

Document Version Control

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Contact	support@mw.xyz
Website	https://mw.xyz

Material Amendments:

See Section 11.12 for amendment procedures and timelines.

Document Retention:

This whitepaper will be kept available for the life of the \$METAWIN token plus 10 years as required by applicable regulations.