

# TERMS OF SALE FOR GIFTO TOKENS

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LAST UPDATED DATE:

## **NOTICE: PLEASE READ THESE TERMS OF SALE CAREFULLY AND IN THEIR ENTIRETY.**

*The sale set out herein does not constitute an offer of securities nor is it registered with or specifically approved by any regulatory authority in any jurisdiction. The terms here contain clauses requiring binding arbitration and waiver of representative proceedings. There are also representations and warranties you have to accept prior to purchasing the Tokens. If you do not agree to these, please do **NOT** purchase the Tokens.*

These Terms of Sale (The “**Terms of Sale**”) (including **Schedules A, B, C and D**) contain the terms and conditions that govern the terms and conditions upon which the ERC20-standard Gifto Tokens (the “**Tokens**”) are sold to you (the “**Purchaser**”, “**you**”) by Gifto Limited (the “**Vendor**”, “**us**”, “**we**”, or “**our**”). Each of the Purchaser and Vendor is a “**Party**,” and collectively, the “**Parties**”.

By offering to purchase the Tokens from the Vendor during the Token Sale Period, the Purchaser agrees to be bound by these Terms of Sale and all other agreements, terms, sections, schedules and annexes herein that are incorporated by reference, in the event such an offer is accepted by the Vendor.

**NO OFFER OF SECURITIES:** The Tokens are not being structured or sold as securities or any other form of investment product. Accordingly, none of the information presented by the Vendor (whether in this document or not) is intended to form the basis for any investment decision, and no specific recommendations are intended. No regulatory authority has examined or approved any information set out in these Terms of Sale or any information provided or communicated by the Vendor (including the Whitepaper) and the publication and dissemination of any such information does not imply that applicable laws, regulatory requirements or rules have been complied with.

**RISKS AND FORWARD-LOOKING STATEMENTS:** The information presented to you by the Vendor (including those in this document and/or the Whitepaper and/or any statements made by us, our employees or persons acting on our behalf) (“**Information**”) may contain forward looking statements based on the Vendor’s assumptions and projections and third-party information/publications. Please note that no independent review of the Information has been carried out and we cannot assure the accuracy or completeness of the Information or the underlying assumptions made in third-party information/publications. Further, the risks set forth herein are not an exhaustive list of the challenges currently facing the Vendor or that may develop in the future. There may be additional risks not described below or not presently known to the Vendor or that the Vendor currently considers as immaterial that could turn out to be material, which may in the future have a material adverse effect on the Vendor and the development of the Tokens. In purchasing the Tokens, you expressly acknowledge and agree that you have not relied on any or all of the Information, and you agree to assume all these risks and uncertainties, including the potential loss of your entire purchase amount.

**DISCLAIMERS:** The Vendor expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any or all of the

Information, (ii) any error, omission or inaccuracy in any or all of the Information or (iii) any action resulting from such Information.

**NO ADVICE:** No Information shall be construed as advice of any sort. If you are in any doubt as to any matter relating to the Tokens, you should consult your legal, financial, tax or other professional adviser about your particular circumstances.

You should not purchase the Tokens if you do not understand the nature of blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, or are not comfortable with the accompanying risks.

**DELIVERY:** The Vendor anticipates that delivery of Tokens from the Smart Contract System to the Purchasers will occur within 10 days after the conclusion of Token Sale Period (“**Token Delivery Date**”) but reserves the right to delay delivery for up to 21 working days after the Token Delivery Date. Although the Vendor does not anticipate any major delays relating to the delivery of the Tokens, this extended timeframe is intended as a precautionary buffer period. Further, upon delivery of the Tokens to the Purchasers, the Vendor may suspend the right of the Purchasers to transfer the Tokens to others for a further period of up to 10 working days from the Token Delivery Date.

## SCHEDULE A | Use, Purchase and Delivery of Tokens

### 1. PURPOSE AND USAGE OF TOKENS

- 1.1 The Vendor is presently developing the Tokens and the digital wallet for the Tokens, which shall be used to receive, store, and transact in the Tokens. The Tokens are created with the aim of being implemented and transacted on a decentralized, universal virtual gifting protocol platform in which a global community of content creators and their fans can create their own incentivization and monetization ecosystem (the “**Gifto Protocol**”). The aim of the Gifto Protocol is to seamlessly support and facilitate the sustainable production of user generated content across any online content platform without being reliant on traditional advertising-based revenue models. (the “**Gifto Protocol**”). More information about the Gifto Protocol is contained in Schedule B of the Terms of Sale.
- 1.2 You agree that the potential uses of the Tokens are solely for the following purposes:
- (a) To purchase virtual gifts that are used to encourage and facilitate the sustainable creation of online content by way of gifting to content creators;
  - (b) To incentivize and reward virtual gift creators for creating high quality and desirable virtual gifts on the Gifto Protocol;
  - (c) To compensate gift curators for their work in reviewing, curating, and appraising all the virtual gifts created on the Gifto Protocol;
  - (d) To facilitate the execution and verification of smart contracts that govern transactions between all users of the Gifto Protocol by awarding Tokens for work done in such respect;
  - (e) To pay for operational support and ongoing maintenance of the Gifto Protocol;
  - (f) To be accumulated into a pool for bonus prizes and promotional events; and
  - (g) To make payment for any other transactions that take place on the Gifto Protocol.
- 1.3 You agree that ownership of Tokens carries no rights, rewards, sums, benefits, or entitlements, whether express or implied, other than the right to use Tokens as a means to enable usage of and interaction with the Gifto Protocol as stated above, if it is successfully completed and deployed. Usage of the Tokens is subject to limitations and conditions in these Terms of Sale, and any other applicable terms and policies as determined by the Vendor and as amended from time to time, which govern any use of Tokens in connection with interacting with the Gifto Protocol.

### 2. PURCHASE AND DELIVERY OF THE TOKENS

- 2.1 Reference to details set out in the “**Sale Website**” are those that are available at [www.gifto.io](http://www.gifto.io) at the time of the Offer as described in Paragraph 2 of this Schedule A.
- 2.2 The sale period for the public sale of the Tokens (“**Token Sale Period**”), and the total number of Tokens available for sale during such period shall be as stated on the Sale Website.
- 2.3 Your purchase of Tokens from us during the Sale Period is irrevocable, non-redeemable, and non-repurchaseable by the Vendor, and there shall be no refunds or cancellations, except as required by applicable law or regulation or these Terms of Sale. You shall not under any circumstances receive money or any other form of compensation for any Tokens purchased.

- 2.4 At any time, the Vendor may determine, in its sole discretion, that it is necessary to obtain certain information about you in order to comply with applicable law or regulation. Such information will be used by the Vendor to conduct its due diligence checks and verifications on all Purchasers, for the purpose of compliance with Anti-Money Laundering and Countering the Financing of Terrorism regulations and best practice guidelines. The Vendor will use such information to assess your eligibility to purchase or hold the Tokens, and to determine the maximum number of Tokens you are eligible to purchase ("**Token Limit**"). You agree to provide us with such information promptly upon request, and you acknowledge that the Vendor may, at its sole discretion for whatever reason, disallow you from purchasing the Tokens or revoke your purchase of all or any part of the Tokens if: (i) you refuse to and/or delay in providing such requested information; or (ii) after receipt of the requested information, the Vendor is of the view that the sale may not be in compliance with any applicable law or regulation; or (iii) after delivery of the Tokens to you, the Vendor determines that you are not eligible to hold the Tokens. In such event, you are required to immediately comply with all instructions from the Vendor to return the Tokens to the Vendor, and upon the return of all the cryptocurrencies making up the relevant purchase amount for the Tokens (less all applicable transaction fees) to the Return Wallets (as defined in Paragraph 2.5 of this Schedule A) of the Purchaser, the Vendor shall have no further obligation or liability to the Purchaser under these Terms of Sale.
- 2.5 To be able to purchase Tokens using ETH as prescribed by the Vendor during the Sale Period, Purchasers must have full operational access to valid digital wallets as stated on the Sale Website ("**Paying Wallet**"). The Vendor reserves the right to amend the type of Paying Wallet that it accepts, or to dictate any specifications of the Paying Wallet, as it deems fit, at any time as reflected in the Sale Website. The Vendor may also require the Purchaser to submit information about the address of digital return wallets ("**Return Wallets**") in order to facilitate a return of cryptocurrencies as contemplated in Paragraph 2.4 of this Schedule A, or for any other reason as contemplated in these Terms of Sale. Purchasers are also required to have full operational access to an ERC20 token standard Ethereum wallet, that is **NOT** a wallet with any cryptocurrency exchange platform, in order to receive the Tokens from the Vendor via the Vendor's Smart Contract System ("**Receiving Wallet**"). The Paying Wallet shall be the same as the Receiving Wallet.
- 2.6 Subject to the Token Limit, the number of Tokens you will receive in your Receiving Wallet shall be determined based on the amount of Currency that you send to the Vendors digital wallet ("**Vendor Wallet**"), less any applicable transaction fees. The Vendor will not be responsible for any failed transaction by you to deliver the Currency to the Vendor's Wallet, regardless of whether you have complied with the gas limit as set out in the Sale Website or not. The address of the Vendor Wallet will be provided to you on the Sale Website.
- 2.7 Your submission of the payment to the Vendor through your Paying Wallet shall be deemed as an offer by you to purchase the Tokens ("**Offer**"). The Offer shall not be revocable up until the Token Delivery Date (as defined hereinafter). The Offer is accepted upon the Vendor's delivery of Tokens to your Receiving Wallet ("**Acceptance**"). Parties agree to accept and be bound by these Terms of Sales upon the Acceptance. The Vendor's Smart Contract System will deliver the Tokens to the Receiving Wallet that you provided to Vendor for delivery of the Tokens in accordance with these Terms of Sale.

- 2.8 In the event that the Purchaser makes any payment to the Vendor in excess of the purchase price for the Token Limit, or if the Purchaser does not transfer sufficient sums to meet the minimum Token purchase requirement as stated on the Sale Website, or if your offer is not accepted by the Vendor pursuant to clause 2.7, then any excess or inadequate sums (less all applicable transaction fees) will be returned by the Vendor to the Return Wallets of the Purchaser.
- 2.9 You are responsible for implementing reasonable measures for securing the Receiving Wallet, vault or other storage mechanism you use to receive and hold the Tokens you purchase from us, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Tokens. We are not responsible for any such losses.
- 2.10 The Vendor reserves the right to prescribe additional guidance, instructions and terms regarding specific wallet requirements as set out in the Sale Website, which you agree to adhere to. The Vendor may also request certain optional information, such as an email address, through its web interface.
- 2.11 The Vendor anticipates that delivery of Tokens from the Smart Contract System to the Purchasers will occur within 10 days after the conclusion of Token Sale Period (“**Token Delivery Date**”) but reserves the right to delay delivery for up to two weeks after the Token Delivery Date. Although the Vendor does not anticipate any major delays relating to the delivery of the Tokens, this extended timeframe is intended as a precautionary buffer period. Further, upon delivery of the Tokens to the Purchasers, the Vendor may suspend the right of the Purchasers to transfer the Tokens to others for a further period of up to 10 working days from the Token Delivery Date.

## SCHEDULE B | RISKS & DISCLAIMERS

By purchasing the Tokens, you expressly acknowledge, accept, understand and agree to assume the following risks and disclaimers pertaining to the Tokens:

- 1.1 The Tokens are sold on an "as is" and "as available" basis and the Vendor expressly disclaims all implied warranties as to the same, including, without limitation, implied warranties of merchantability, fitness for any particular purpose, title and non- infringement.
- 1.2 The Tokens are designed for very specific use with respect to certain virtual ecosystems and should not be treated as being merchantable and do not necessarily have any other use or value. There should be no specific outlook or expectation on the merchantability or market price of the Tokens and the purchase of Tokens is therefore not subject to protections of any kind afforded by securities laws in the Purchaser's home jurisdiction or in any other jurisdiction.
- 1.3 The Tokens are not intended to be or function under any circumstances as any form of security, commodity or any other kind of financial instrument, including but not limited to:
  - (a) a security or representing any equity or ownership interest in the Vendor or any other entity in any jurisdiction;
  - (b) a debt or liability of any nature owed by the Vendor to the Purchaser or any other entity;
  - (c) any form of financial derivative including, but not limited to, a futures contract, forward contract, option, swap or warrant;
  - (d) a contract for difference of any form or kind or any other contract, the purpose of which is to secure a profit or avoid a loss by reference to fluctuations in the value or price of an asset or an index;
  - (e) any commercial paper or negotiable instrument;
  - (f) any commodity or asset that any person is obliged to redeem or purchase;
  - (g) any note, bond, warrant or other certificate that entitles the Purchaser to repayment of the Purchase Price, any interest, dividend or any other kind of return on the Purchase Price by the Vendor or any other entity;
  - (h) giving the Purchaser rights of any form with respect to the Vendor or its profits, revenues or assets (both current and future), including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights (including but not limited to fiduciary duties); or
  - (i) an interest or share in any investment fund or collective investment scheme;
  - (j) the pooling of monies with the aim of spreading investment risk; and/or
  - (k) entitling the Purchaser to participate in any profits or gains from the acquisition, holding management or disposal of assets.
- 1.4 The Vendor expressly disclaims any liabilities whatsoever to the Purchaser, and shall not be liable to the Purchaser for any loss, damage or delay caused by, arising from, or in respect of the following:
  - (a) Private Key(s) May be Compromised. Private access keys or a combination thereof are necessary to retain access to and control over any Tokens you have stored in your digital wallet(s). In the event that these keys are lost, stolen or hacked by a third party, or if the

service provider gets compromised, you may lose all of the Tokens you have stored with little to no avenue of recourse. The Vendor assumes no liability to the Purchaser in such situations.

- (b) The Ethereum Protocol. Any failure, dysfunction, destruction, or desertion of the Ethereum protocol is beyond the control of the Vendor and may have a material adverse effect on the Tokens and/or the Gifto Protocol, which is being built upon it. Other technological developments and advancements in areas such as blockchain technology, cryptography, or quantum computing may also render the Ethereum Protocol obsolete. These also represent existential risks to the Tokens and the Gifto Protocol.
- (c) Delays and/or default in Delivery. Due to the nature of the blockchain technology being used for cryptocurrencies, including the Vendor's Smart Contract System, the Purchaser may not receive the Tokens on the same day that the purchase price is paid, or at all, and the blockchain may also be prone to periodic congestion during which the Purchaser's transactions may be delayed or lost.
- (d) Resource Volatility. The Vendor remains vulnerable to price fluctuations of the resources used to fund the development of the Token and the Gifto Protocol. Such resources are derived from the sale of the Tokens, among other sources, and include Ether, Bitcoin, other related cryptocurrencies as applicable, and fiat currency. The ongoing development and maintenance of the Vendors' technologies and infrastructure may be adversely affected, delayed or suspended by such unpredictability.
- (e) Mining Attacks. The accurate lodgement and recording of transactions on the Ethereum protocols depends greatly on the process of distributed verification by miners. This process of validation is vulnerable to many known exploits which may impair or affect the ability of the Gifto Protocol and the Tokens to function.
- (f) Cybercrime and Security Failure. The Gifto Protocol and/or the Tokens remain susceptible to malicious cyberattacks by autonomous software or hackers, and other illegal cyber activities. Such attacks could include, among others, phishing, malware attacks, distributed denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. The internal security of the Gifto Protocol's core infrastructure may also be compromised by external agents or the employees, agents and affiliates of the Vendor, which could debilitate the functioning of Gifto Protocol and the Tokens.
- (g) Secondary Markets. There are no secondary markets for the trading of the Tokens that are being supported by the Vendor. In absence of any valuation system, the Tokens may have little to no value outside of the Gifto Protocol, or they may be subject to lack of demand or volatile price fluctuations, leading to illiquidity. Further, many secondary third-party exchanges function with little supervision from the relevant authorities, heightening the risk of failure, fraud, theft, or manipulation.
- (h) Vendor or Ecosystem may be Dissolved. Due to any number of uncertainties in the cryptocurrency industry, including but not limited to resource volatility, business failure, government regulations, lack of technological development, or any other unforeseen circumstances, the Vendor or the Gifto Protocol may be rendered non-viable and dissolved without notice.
- (i) Development of Ecosystem. The Gifto Protocol has not been finalised for deployment and remains subject to review, changes, and further research and development. There are no guarantees that the Gifto Protocol and the Tokens will function as intended or if they will function at all. Circumstances may arise which call for the entire ecosystem to be revamped, for the characteristics of the Tokens to be redefined in any number of ways, or any combination thereof. Further, the Gifto Protocol remains vulnerable to systemic

failure, unidentifiable malfunction, and lack of skill or resources for proper maintenance and/or further development.

- (j) Alternative Ecosystems. The establishment of other commercial ecosystems which offer products, services or solutions identical or superior to the Gifto Protocol, or which utilise the same underlying protocol, may result in competition. In such event, and where the Vendor is unable to compete for any reason, the Gifto Protocol and the Tokens may suffer failure.
- (k) Cloud Storage. The Vendor may utilise cloud storage solutions for any of its operational and commercial needs. Such systems are vulnerable to the accompanying risks of information decentralization, including but not limited to breach of storage security, service interruption, cyberattacks, loss of assets, and suspension of access. The Vendor may irretrievably lose large amounts of important data, rendering it unable to function temporarily or permanently. Among other negative consequences, this may result in the indefinite disruption or suspension of access to and usage of the Tokens and the Gifto Protocol.
- (l) Governance Rights. The Purchaser is not afforded any voting or corporate governance rights by purchasing the Tokens. Therefore, it will have no right to participate in any aspect of corporate decision-making by the Vendor. Actions affecting the Gifto Protocol and the Tokens may be executed by the Vendor without reference to, or approval from the Purchasers.
- (m) Lack of Critical Mass. The Gifto Protocol depends on adoption and participation by a critical mass of users in order to be functional and commercially viable. In the event that there are insufficient users over a prolonged period of time, the functionality of the Gifto Protocol and the potential utility of Tokens may be diminished or rendered commercially non-viable.
- (n) Regulatory Impacts. The regulatory status of cryptographic tokens, including the Tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. In the event that any governmental authority makes changes to existing laws, regulations and/or rules or financial institutions make commercial decisions and such changes/decisions negatively impact the Tokens in various ways, the Vendor shall be entitled to cease the distribution and maintenance of the Tokens, or cease operations in any jurisdiction without incurring any liability whatsoever to the Purchaser.
- (o) Intervention. The industry in which the Vendor operates is new, and may be subject to heightened oversight and scrutiny. There can be no assurance that governmental authorities will not examine the operations of the Vendor and/or pursue enforcement actions against the Vendor. The Vendor may be subject to judgments, settlements, fines or penalties, or cause the Vendor to restructure its operations and activities or to cease offering certain products or services, all of which could harm the Vendor's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the Tokens and/or impair the ability of the Vendor to perform its obligations under this Agreement. In such event, the Vendor shall not be held liable for any losses suffered by the Purchaser.
- (p) Reliance on Third Parties. The Vendor may rely on other third parties, in whole or in part, to implement the sale, development or supply of the Tokens, and there is no assurance or guarantee that said third parties will be competent, complete their work for the Vendor, properly carry out their obligations, or otherwise meet any Party's needs, all of which might have a material adverse effect on the Vendor's ability to perform its obligations under this Agreement.

(q) Other Unforeseen Threats. Much of the cryptographic token industry remains unchartered and untested. Hence there may be a variety of unforeseen and unanticipated risks associated with the Tokens and the Gifto Protocol which are not explicitly addressed herein. Such risks may materialise at any point before or after the Purchaser acquires or uses the Tokens.

1.5 The Vendor retains all rights, title and interests in all of Vendor's intellectual property (whether registrable or not), including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. The Purchaser may not use any of Vendor's intellectual property for any reason whatsoever.

## SCHEDULE C | REPRESENTATIONS & WARRANTIES

1. **The Parties represent and warrant to each other that each of the following is true and correct:**
  - (i) Each Party has full power and authority to conduct its business and comply with the terms contained herein and has taken all necessary corporate and other action to authorize the performance of this Agreement;
  - (ii) The execution and delivery of this Agreement and the performance of its obligations do not conflict with or violate any requirement of applicable law or regulation or any provision of its constitution, articles of incorporation or bylaws or any similar instrument, as applicable, in any material way, and does not conflict with, violate or breach or constitute a default or require any consent under, any contractual obligation or court or administrative order by which it is bound;
  - (iii) Each Party is not in liquidation and no proceedings have been brought or, to the best of its knowledge, threatened, for the purpose of winding it up, liquidating it or declaring him or her bankrupt/insolvent; and
  - (iv) Each Party has not entered into an arrangement, compromise or composition with or assignment for the benefit of its creditors or a class of them.
  
2. **The Vendor accepts, agrees with, represents and warrants to the Purchaser, to the best of its knowledge, as follows:**
  - (i) It has the power and capacity to generate and deliver the Tokens pursuant to this Agreement;
  - (ii) The number of Tokens created shall be finite at one billion (1,000,000,000) in number; and
  - (iii) It shall take all commercially reasonable steps to ensure that the Tokens are securely distributed to the Purchaser upon payment of the purchase price and pursuant to the Terms of Sale.
  
3. **By purchasing Tokens, the Purchaser accepts, agrees with, represents and warrants to the Vendor, (with the intent that the provisions of this clause shall continue to have full force and effect into perpetuity) as follows:**
  - (i) That, if the Purchaser is an individual, is either more than 18 years of age, or possess legal parental or guardian consent, and is fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Sale, and to abide by and comply with these Terms of Sale.
  - (ii) That the Purchaser has read and understood these Terms of Sale in full, including all other terms and agreements incorporated by reference. In particular, the Purchaser is fully aware of and accepts the risks set out in **Schedule B**;
  - (iii) That the Purchaser has sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens, token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to fully understand these Terms of Sale and to fully appreciate the risks and implications of purchasing the Tokens;
  - (iv) That the Purchaser understands that the Tokens confer only the right to interact with the Gifto Protocol and confer no other rights, rewards, benefits or entitlements of any form with respect to the Vendor or its corporate affiliates, including, but not limited to, any

- voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
- (v) That the Purchaser does not require approval from any governmental authority or person to execute, deliver or perform obligations under these Terms of Sale, and there is no proceeding or investigation pending or, to the knowledge of the Purchaser, threatened by any governmental authority, that would reasonably be expected to become the basis for the disqualification of the Purchaser from purchasing the Tokens;
  - (vi) That the Purchaser shall at all times conduct its own due diligence and seek its own independent professional investment, tax and legal advice in relation to any matter related to these Terms of Sale;
  - (vii) That the Purchaser has made investigation to obtain information it deems sufficient to verify all information presented, and has sufficient knowledge and experience in business and financial matters to be able to thoroughly and completely evaluate the risks and merits of the Purchaser's purchase of the Tokens and is fully able to bear the risks thereof, including loss of all amounts paid, loss of all the Tokens, and any difficulty in liquidating the Tokens wherever desired;
  - (viii) That the Purchaser shall be solely responsible for providing an accurate digital wallet address to the Vendor for receipt of any Tokens and that the wallet is an Ethereum wallet that supports the ERC-20 token standard, and for implementing reasonable measures for securing access to the wallet, or other storage mechanism it uses to receive and hold the purchased Tokens, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s);
  - (ix) That the Purchaser agrees that the Vendor will not be responsible for any lost cryptocurrency, such as Ether or Bitcoin, resulting from actions taken by, or omitted by Purchaser;
  - (x) That the purchase and/or holding of the Tokens by the Purchaser does not violate any law of its relevant place of domicile and jurisdiction, and no further consent or approval from any governmental authority is required on its part in connection with the purchase of the Tokens, and even if there are additional requirements or restrictions related to the Purchase, the Purchaser agrees to comply with, and shall be solely responsible for complying with, any such regulations;
  - (xi) The Purchaser will not resell all or any Tokens, directly or indirectly, without the prior written consent of the Vendor (i) to any citizen/entity and/or (ii) to any person/entity within and/or (iii) to any person/entity that may cause the Tokens to be resold to any citizen/entity and/or person/entity located in countries whereby such resale violates the law of the relevant country, including but not limited to the United States of America ("**U.S.**"), the People's Republic of China ("**PRC**") and Vietnam.
  - (xii) That the Purchaser will comply with any applicable tax obligations in its jurisdiction arising from its purchase of the Tokens and that all such obligations shall be borne solely by the Purchaser;
  - (xiii) That the purchase price that the Purchaser paid for the Tokens is exclusive of all applicable taxes. The Purchaser is responsible for determining what, if any, taxes apply to its purchase of Tokens, including, for example, sales, use, value added, and similar taxes.
  - (xiv) It is also strictly the Purchaser's responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. Vender is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from the Purchaser's purchase of Tokens.

- (xv) That the Purchaser will furnish all information reasonably requested by the Vendor for the conduct of Anti-Money Laundering / Countering the Financing of Terrorists ("AML/CFT") checks within the requested time frame and that the information and/or document furnished are complete, accurate, truthful and up to date;
- (xvi) That the Purchaser acknowledges that, in order to comply with measures aimed at the prevention of money laundering and terrorism financing, the Vendor and/or any of its delegates or agents, may require verification of the identity of the Purchaser and the source of the Purchaser's purchase monies before any application for the purchase of Tokens can be processed. The Purchaser undertakes to provide: (a) such information and documentation as the Vendor and/or any of its delegates or agents may request to verify any information about the Purchaser in compliance with applicable anti-money laundering laws and regulations; and (b) any further information and documentation as the Vendor and/or any of its delegates or agents may request from time to time to ensure ongoing compliance with applicable laws and regulations, or any other related policies, best practice guidelines and regulations as implemented by the Vendor at its sole discretion, from time to time. The Purchaser acknowledges that neither the Vendor nor any of its delegates or agents shall be liable for any loss arising as a result of a failure to process the Purchaser's application for Tokens if such information and documentation as has been requested has not been provided by the Purchaser.
- (xvii) That the Purchaser understands and agrees that the Vendor prohibits the purchase of Tokens by any persons or entities that are acting, whether directly or indirectly, (i) in contravention of any U.S., other national, international or other money laundering regulations or conventions, or (ii) on behalf of terrorists, terrorist organizations or other high-risk entities, including those persons or entities that are included on any relevant lists maintained by the United Nations, North Atlantic Treaty Organization, Organization for Economic Cooperation and Development, Financial Action Task Force, U.S. Office of Foreign Assets Control, U.S. Securities & Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Revenue Service, Financial Crimes Enforcement Network (FinCEN), the Office of Foreign Assets Control (OFAC), countries listed by Transparency International ([www.transparency.org](http://www.transparency.org)) as being vulnerable to corruption, or any country or organization, all as may be amended from time to time, (iii) for a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political figures, or (iv) for a foreign shell bank (each of (i) to (iv) a "**Prohibited Purchaser**"), in each case unless the Vendor, after being specifically notified by the Purchaser in writing that the Purchaser may be a Prohibited Purchaser, conducts further enhanced due diligence, and performs appropriate verification checks on the Purchaser to ensure their legitimacy and reliability, and determines that such investment shall be permitted;
- (xviii) That the purchase of Tokens by the Purchase is not a Prohibited Purchaser, that any future purchase of Tokens by the Purchaser will not be a Prohibited Purchaser, and that the Purchaser will promptly notify the Vendor of any change in its status or the status of any ultimate beneficial owners for whom the Purchaser is purchasing Tokens on behalf of;
- (xix) That any information submitted by the Purchaser to the Vendor for the conduct of AML/CFT checks shall be within the Vendor's requested time frame, up to date, complete, truthful, and accurate as of the date of this Agreement, and shall continue to be so at any time that the Purchaser holds any Tokens;

- (xx) That the Purchaser will as soon as practicable, notify and update the Vendor in writing of any development or change in circumstance which may have a material effect on any of the matters pertaining to the Purchaser referred to in this **Schedule C**;
- (xxi) That in the event the Vendor determines, at its sole discretion, that any Purchaser is a Prohibited Purchaser, it may, without further reference to the Purchaser, take any action necessary to terminate the interests of the Purchaser in the Tokens, and the Purchaser shall have no claim against the Vendor for any form of damages whatsoever as a result of the same;
- (xxii) That the Vendor may release confidential information about the Purchaser and, if applicable, any ultimate beneficial owner(s) of Tokens to any proper authorities in any jurisdiction, if the Vendor, in its sole discretion, determines that it is in the best interests of the Vendor in light of relevant rules and regulations concerning Prohibited Purchasers, money-laundering, terrorism financing, or any other illicit purpose;
- (xxiii) That the Purchaser only uses fiat currency or crypto-tokens as lawfully acquired, to make payment for the Tokens, that such currency is not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and that the Purchaser does not acquire the Tokens to finance, engage in, or otherwise support any money-laundering, terrorism financing or other illicit purpose;
- (xxiv) That to the extent that the Purchaser has any beneficial owners: (a) it has carried out thorough due diligence to establish the identities of such beneficial owners; (b) based on such due diligence, the Purchaser reasonably believes that no beneficial owner is a Prohibited Purchaser; (c) it holds the evidence of the identities and status of its beneficial owners and will maintain all such evidence for at least five years; and (d) it will make available such evidence and any additional evidence that the Vendor and/or any of its delegates or agents may require upon request in accordance with applicable regulations;
- (xxv) That neither the Purchaser, nor any person having a direct or indirect beneficial interest in Purchaser or the Tokens being acquired by Purchaser, or any person for whom Purchaser is acting as agent or nominee in connection with the Tokens, is the subject of sanctions administered or enforced by any country or government (collectively, "**Sanctions**") or is organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions;
- (xxvi) That the Purchaser is in full compliance with all anti money laundering laws and regulations that are in force, and the purchase of the Tokens by the Purchaser will not be in breach of any laws and regulations that are in force in any relevant jurisdiction;
- (xxvii) That the Purchaser, in knowledge that the Vendor may be relying upon its submissions acknowledgements, representations and statements contained therein without performing further verification, will completely, truthfully, and accurately comply with, perform any action, and fulfill any instructions and requests from the Vendor in order for the Vendor to comply with any anti-money laundering or customer due diligence policies, best practice guidelines and regulations as implemented by the Vendor at its sole discretion, from time to time;
- (xxviii) If any of the representations, warranties or covenants above cease to be true or if the Vendor and/or its delegates or agents no longer reasonably believes that it has satisfactory evidence as to their truth, notwithstanding any other agreement to the contrary, the Vendor and/or its delegates or agents may, in accordance with applicable regulations, be obligated to: (a) take certain actions relating to the Purchaser's holding of Tokens; (b) report such action; and (c) disclose the Purchaser's identity to the Office of Foreign Assets Control (OFAC) or other authority. In the event that the Vendor and/or its delegates or agents is

required to take any such action, the Vendor understands and agrees that it shall have no claim against the Vendor and/or its delegates or agents for any form of damages as a result of any of such actions; and

- (xxix) The Purchaser acknowledges and understands that if, as a result of any information or other matter which comes to his attention, any person, including those resident in the Cayman Islands (including the Vendor) knows or suspects or has reasonable grounds for knowing or suspecting that another person is engaged in criminal conduct or is involved with terrorism or terrorist property and the information for that knowledge or suspicion came to their attention in the course of business in the regulated sector, or other trade, profession, business or employment, the person will be required to report such knowledge or suspicion to: (i) the Financial Reporting Authority of the Cayman Islands, pursuant to the Proceeds of Crime Law (Revised) of the Cayman Islands if the disclosure relates to criminal conduct or money laundering; or (ii) a police constable not below the rank of inspector, or the Financial Reporting Authority, pursuant to the Terrorism Law (Revised) of the Cayman Islands, if the disclosure relates to involvement with terrorism or terrorist financing and property; and such a report shall not be treated as a breach of confidence or of any restriction upon the disclosure of information imposed by any enactment or otherwise.
- (xxx) That the Purchaser is in full compliance with all applicable anti-money laundering laws and regulations in force, the Purchase will not be in breach of any laws and regulations that are in force in any relevant jurisdictions and that each of the representations and warranties in this **Schedule C** are accurate, truthful and will be fully complied with; and
- (xxxi) That the to the fullest extent of the law, the Purchaser shall indemnify and hold harmless the Vendor, their affiliates and their respective directors, shareholders, officers, employees and agents from and against any and all losses, liabilities, damages, penalties, costs, fees and expenses (including legal fees and disbursements) which may result, directly or indirectly, from (a) your purchase or use of Tokens, (b) your responsibilities or obligations under these Terms of Sale, (c) your violation of these Terms of Sale, or (d) your violation of any rights of any other person or entity; and (e) your failure to notify, and/or any omission, mistake, misstatement or breach in relation to the information that you furnish to the Vendor under these Terms of Sale.

## SCHEDULE D | General Terms and Conditions

1. **Limitation of liability:** The Vendor shall not be liable for any indirect, special, incidental, consequential, or exemplary damages of any kind, arising out of or in any way related to any data or information communicated in any manner to the other Party, the sale or use of the Tokens or any matter otherwise related to these Terms of Sale, regardless of the form of action, whether based in contract, tort, or any other legal or equitable theory; and in no event will the aggregate liability of the Vendor, whether in contract, warranty, tort, or other theory, arising out of or in any way related to the sale or use of the Tokens, these Terms of Sale, or the use of or inability to use the Tokens, exceed the amount of 0.3 ETH.
2. **Release:** Save for gross negligence, fraud or intentional, willful or reckless misconduct of the Vendor and to the fullest extent permitted by applicable law, the Purchaser releases the Vendor and its affiliates and their respective directors, members, partners, shareholders, officers, employees and agents from responsibility, liability, claims, demands and/or damages of every kind and nature, known and unknown, arising out of or related to disputes between users of Tokens and the acts or omissions of third parties, including those that the Purchaser only knows or suspects to exist in its favour after agreeing to this release.
3. **Force Majeure:** The Vendor shall not be liable and disclaims all liability to the Purchaser in connection with any force majeure event, including acts of God, labour disputes or other industrial disturbances, or utility failures, software or smart contract bugs or weaknesses, or nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, or any technology failure and/or cybersecurity breach not solely due to the Vendor and, for the avoidance of doubt, changes to any blockchain-related protocol.
4. **Governing law:** This Agreement is governed by the laws of the Republic of Singapore. In the event the Tokens are deemed to be goods, the provisions of the United Nations Convention on the International Sale of Goods shall not apply to this agreement.
5. **Dispute Resolution:** Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination (“**Dispute**”), shall be referred to and finally resolved by arbitration in Singapore, administered by the Singapore International Arbitration Centre (“**SIAC**”) in accordance with the Arbitration Rules of SIAC for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The number of arbitrators shall be one (1). The language of the arbitration shall be English.
6. **No Representative Proceedings:** No Purchaser shall commence and/or participate in any form of representative proceedings against the Vendor and/or its agents and affiliated entities, under any circumstances, whether through arbitration or any other dispute resolution forum.
7. **No Partnership:** Purchase of Tokens from the Vendor does not create any form of partnership, joint venture or any other similar relationship between the Parties.

8. **Severability:** If any clause, provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
9. **Waiver:** No failure or delay by any Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
10. **Entire Agreement:** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them (whether oral or written and whether express or implied) relating to its subject matter. For the avoidance of doubt, there shall be no terms, conditions, warranties, representations, whether express or implied, deemed to have been made between the Parties other than expressly set out in these Terms of Sale. The Parties acknowledge and accept that no information apart from that which is expressly contained in these Terms of Sale have been relied on in any way, whether as an inducement or otherwise, into entering the agreement herein contained. Any information howsoever communicated by the Vendor to the Purchaser that is not expressly set forth in these Terms of Sale, including but not limited to the whitepaper set forth in the Sale Website and any information contained in the same shall be deemed to have been cancelled and superseded in whole by these Terms of Sale. No variation of this Agreement shall be effective unless reduced to writing and signed by each Party.
11. **Assignment:** No Party shall, without prior written consent of the other Party, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.
12. **Contracts (Rights of Third Parties) Act:** A Person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, to enforce or enjoy the benefit of any term of this Agreement unless explicitly provided for in this Agreement.