

TOKEN PURCHASE AGREEMENT

This Token Purchase Agreement (this “**Agreement**”) contains the terms and conditions that govern your use of the Gofind distribution smart contract (the “**Distribution Contract**”); use of the related ERC-20 token smart contract (the “**Token Contract**”); and purchase of the related ERC-20 compatible tokens distributed on the Ethereum blockchain and is an agreement between you or the entity that you represent and the Company.

Buyer and the Company are herein referred to individually as a “Party” and collectively, as the “Parties”.

PLEASE READ THIS AGREEMENT CAREFULLY.

THE TOKENS ARE NOT INTENDED TO CONSTITUTE SECURITIES OF ANY FORM, UNITS IN A BUSINESS TRUST, UNITS IN A COLLECTIVE INVESTMENT SCHEME OR ANY OTHER FORM OF REGULATED INVESTMENT OR INVESTMENT PRODUCT IN ANY JURISDICTION. NONE OF THE SALE DOCUMENTS CONSTITUTE A PROSPECTUS OR OFFER DOCUMENT OF ANY SORT AND ARE NOT INTENDED TO CONSTITUTE AN OFFER OF SECURITIES OF ANY FORM, UNITS IN A BUSINESS TRUST, UNITS IN A COLLECTIVE INVESTMENT SCHEME OR ANY OTHER FORM OF REGULATED INVESTMENT OR INVESTMENT PRODUCT, OR A SOLICITATION FOR ANY FORM OF REGULATED INVESTMENT OR INVESTMENT PRODUCT IN ANY JURISDICTION. NO REGULATORY AUTHORITY HAS EXAMINED OR APPROVED OF ANY OF THE SALE DOCUMENTS. NO ACTION HAS BEEN OR WILL BE TAKEN BY THE COMPANY TO OBTAIN SUCH APPROVAL UNDER THE LAWS, REGULATORY REQUIREMENTS OR RULES OF ANY JURISDICTION. THE PROVISION OF THIS AGREEMENT TO YOU DOES NOT IMPLY THAT THE APPLICABLE LAWS, REGULATORY REQUIREMENTS OR RULES HAVE BEEN COMPLIED WITH.

YOU UNDERSTAND AND AGREE THAT YOU ARE SUBJECT TO AND BOUND BY THIS AGREEMENT (INCLUDING THE ANNEX HERETO) BY VIRTUE OF YOUR PURCHASE OF THE TOKENS. YOU EXPRESSLY ACKNOWLEDGE AND REPRESENT THAT YOU HAVE CAREFULLY REVIEWED ALL OF THE TERMS OF THIS AGREEMENT INCLUDING THE ANNEX HERETO AND FULLY UNDERSTAND THE RISKS, COSTS, AND BENEFITS OF PURCHASING THE TOKENS. IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL, TAX OR OTHER PROFESSIONAL ADVISOR(S). IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE DO NOT PURCHASE ANY TOKENS.

THE COMPANY DOES NOT GUARANTEE AND IS NOT REPRESENTING IN ANY WAY TO BUYER THAT THE TOKENS HAVE ANY RIGHTS, USES, PURPOSE, ATTRIBUTES, FUNCTIONALITIES OR FEATURES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION ON THE GOFIND PLATFORM. ALTHOUGH THE TOKENS MAY BE TRADABLE, THEY ARE NOT AN INVESTMENT, CURRENCY, SECURITY, COMMODITY, A SWAP ON A CURRENCY OR ANY OTHER KIND OF FINANCIAL INSTRUMENT.

PURCHASE OF THE TOKENS ARE NON-REFUNDABLE AND PURCHASES CANNOT BE CANCELLED. BUYER MAY LOSE ALL AMOUNTS PAID. BUYER ACKNOWLEDGES AND UNDERSTANDS THAT THE PROCEEDS FROM THE SALE OF THE TOKENS WILL BE UTILIZED BY COMPANY IN ITS SOLE DISCRETION.

COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL TOKEN PURCHASE REQUESTS AT ANY TIME IN ITS SOLE DISCRETION.

PLEASE READ THE RISKS SET FORTH IN THE ANNEX HERETO CAREFULLY AND IN THEIR ENTIRETY.

THIS AGREEMENT INCLUDES DISPUTE RESOLUTION AND REQUIRES ARBITRATION IN PARAGRAPH 19.

The headings in this Agreement are included for convenience only and shall not be taken into account in construing this Agreement. Unless the context otherwise requires, words (including words defined herein) denoting the singular only shall include the plural and vice versa. References to "Paragraphs" and "Annex" are to be construed as references to the Paragraphs of and the Annex to this Agreement.

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

1. INTRODUCTION: SCOPE OF TERMS & DEFINITIONS

- 1.1. Unless otherwise stated herein, this Agreement, including the Annex hereto, shall govern your participation in the Token Sale during the Sale Period.
- 1.2. The Token Sale is conducted only during the Sale Period.
- 1.3. The proceeds from the Token Sale will be used to support the ongoing development of the Company's platform (the "**Gofind Platform**") as described in the White Paper (the "**White Paper**") and/or such other purposes as the Company may determine in its sole and absolute discretion.
- 1.4. No information contained in or on, and no part of the following:
 - 1.4.1. the White Paper;
 - 1.4.2. the Website of the Company as accessible at: <https://www.gofindxr.com/> (the "**Website**");
 - 1.4.3. any website directly or indirectly linked to the Company, the White Paper or the Website;
 - 1.4.4. any social media, blog or broadcast media; or
 - 1.4.5. any other information or document,

(each a "**Sale Document**" and together the "**Sale Documents**")

shall constitute part of this Agreement, and no representations, warranties or undertakings are or are intended or purported to be given by the Company in respect of any information contained in or on, or any part of, the items as stated in Paragraphs 1.4.1. to 1.4.5. above.

2. ELIGIBILITY TO PURCHASE TOKENS

NOTICE TO ALL PROSPECTIVE BUYERS

- 2.1. The distribution of any information in relation to the Token Sale in certain jurisdictions may be restricted by law. It is your sole responsibility to ensure that your participation in the Token Sale is not prohibited, restricted, curtailed, hindered, impaired or otherwise adversely affected in any way by any applicable law, regulation or rule where you are resident or domiciled. Failure to comply with any such restrictions may constitute a violation of the laws of any such jurisdiction. You shall not participate in the Token Sale if there are applicable legal restrictions where you reside or are domiciled. You confirm that you have sought and obtained legal and tax advice concerning any such restrictions.
- 2.2. In making a decision, Buyers must rely on their own examination of the Tokens, the Sale Documents, the Company, and this Agreement, including the merits and risks involved. Prospective Buyers should inform themselves as to: (a) the legal requirements of their own countries for the purchase, holding, transfer or disposal of the Tokens; (b) any foreign exchange restrictions applicable to the purchase, holding, transfer or other type of disposal of the Tokens, which might be relevant to their situation; and (c) the income and other tax consequences which may apply in their own countries as a result of the purchase, holding, transfer or other disposal or liquidity event related to the Tokens. Prospective Buyers must rely upon their own representatives, including their own legal advisors and accountants, as to legal, tax, investment or any other related matters concerning the Company or any company or person associated with the Company and their participation in the Token sale.

NO RESTRICTED BUYERS

- 2.3. The Tokens are not being offered to citizens or residents or entities of any jurisdiction in which the purchase, receipt, or holding of the Tokens is or may be prohibited, restricted, curtailed, hindered, impaired or otherwise adversely affected by any applicable law, regulation or rule (each a "**Restricted Person**").
- 2.4. If a Restricted Person purchases the Tokens, such person has done so and entered into this Agreement on an unlawful, unauthorized and fraudulent basis and this Agreement is null and void. The Company is not bound by this Agreement if this Agreement has been entered into by a Restricted person as Buyer or Buyer has entered into this Agreement or has purchased the Tokens on behalf of a Restricted Person, and the Company may take all necessary and appropriate actions, in its sole discretion, to invalidate this Agreement and/or have its nullity and invalidity established by any competent Court of Law or Administrative Authority, including referral of information to the appropriate authorities.
- 2.5. Any Restricted Person who purchases the Tokens or enters this Agreement on an unlawful, unauthorized or fraudulent basis shall be solely liable for and shall indemnify, defend and hold harmless the Company and the Company's respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (each an "**Indemnified Person**") from any damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible

losses (collectively, the “**Damages**”) incurred by an Indemnified Person that arises from or is a result of such Restricted Person’s unlawful, unauthorized or fraudulent purchase of the Tokens.

NO UNACCREDITED U.S. BUYERS

- 2.6. In the USA, the Tokens are being offered or distributed to accredited¹ U.S. Persons² only. If you are resident in the USA and you are not an accredited U.S. Person, do not purchase or attempt to purchase the Tokens.
- 2.7. If an unaccredited U.S. Person purchases the Tokens, such person has done so and entered into this Agreement on an unlawful, unauthorized and fraudulent basis and this Agreement is null and void. The Company is not bound by this Agreement if this Agreement has been entered into by an unaccredited U.S. Person as Buyer or Buyer has entered into this Agreement or has purchased the Tokens on behalf of an unaccredited U.S. Person, and Company may take all necessary and appropriate actions, in its sole discretion, to invalidate this Agreement, including referral of information to the appropriate authorities.
- 2.8. Any U.S. Person who purchases the Tokens or directly or indirectly enters this Agreement on an unlawful, unauthorized or fraudulent basis shall be solely liable for, and shall indemnify, defend and hold harmless the Company and all Indemnified Persons from any Damages incurred by an Indemnified Person that arises from or is a result of such U.S. Person’s unlawful, unauthorized or fraudulent purchase of the Tokens.

NOTICE TO RESIDENTS OF THE PEOPLE’S REPUBLIC OF CHINA, THAILAND and VIETNAM

- 2.9. No advertisement or invitation to enter into any Agreement to purchase, acquire, dispose of, subscribe for or underwrite any Tokens has been or will be issued by the Company which is directed at the public in the People’s Republic of China, Thailand and Vietnam, unless and to the extent otherwise permitted under the applicable law.

IMPORTANT: IF YOU ARE UNDER LEGAL AGE (A MINIMUM AGE OF 18 OR, IN SOME CASES, THE AGE OF 21, ACCORDING TO YOUR JURISDICTION), YOU ARE PROHIBITED FROM TAKING PART IN THE TOKEN SALE AND ARE REQUESTED TO LEAVE THE WEBSITE.

IMPORTANT: IF YOU ARE NOT IN FULL CONTROL OF YOUR MENTAL POWERS, OR YOU ARE UNDER THE INFLUENCE OF ALCOHOL, PSYCHOTROPIC OR NARCOTIC SUBSTANCES, YOU ARE PROHIBITED FROM TAKING PART IN THE TOKEN SALE AND ARE REQUESTED TO LEAVE THE WEBSITE.

¹ an accredited U.S Person is defined in Rule 501 of Regulation D under the Securities Act.

² Definition of “U.S. Person”: (1) Any natural person resident in the United States; (2) Any partnership or corporation organized or incorporated under the laws of the United States; (3) Any estate of which any executor or administrator is a U.S. Person; (4) Any trust of which any trustee is a U.S. person; (5) Any agency or branch of a foreign entity located in the United States; (6) Any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person; (7) Any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; or (8) Any partnership or corporation if: (i) organized or incorporated under the laws of any foreign jurisdiction; and (ii) formed by a U.S. Person principally for the purpose of investing in securities not registered under the Act, unless it is organized or incorporated, and owned, by “Accredited Investors” who are not natural persons, estates or trusts.

IMPORTANT: DO NOT TAKE PART IN THE TOKEN SALE IF YOU DO NOT HAVE ADVANCE KNOWLEDGE OF CRYPTOCURRENCIES AND BLOCKCHAIN BASED SYSTEMS. PURCHASES MADE DURING THE TOKEN SALE ARE NON-REFUNDABLE.

3. TOKEN SALE PERIOD

- 3.1. During the Token Sale Period, the Company will provide specific procedures on how Buyer should purchase the Tokens through the official Website. By purchasing the Tokens, Buyer acknowledges and understands that they have no objection to such procedures and material specifications. Failure to use the official Website and follow such procedures may result in Buyer not receiving any Tokens. Any buyer of the Tokens may lose some or all of the amounts paid in exchange for the Tokens, regardless of the purchase date.
- 3.2. The Token Sale is undertaken during the period (the **"Sale Period"**):
 - 3.2.1. commencing at the time and date set forth on the Website (the **"Sale Commencement Time"**); and
 - 3.2.2. ending on the earlier of:
 - (a) the closing time and date set forth on the Website; or
 - (b) in an event of the Early Target Fulfillment (as defined in Paragraph 3.3 below), the Early Closure Time (as defined in Paragraph 3.3 below), (the **"Sale Expiry Time"**).

PLEASE NOTE THAT PARAGRAPH 3.5 BELOW WILL BE APPLICABLE TO ANY ATTEMPTED PURCHASE OF TOKENS AFTER THE SALE EXPIRY TIME. CLOSURE OF THE SALE PERIOD WILL BE ANNOUNCED BY THE COMPANY AS SOON AS PRACTICABLE THEREAFTER ON THE WEBSITE (AS DEFINED IN PARAGRAPH 4.1.), AND/OR SUCH OTHER CHANNELS OF COMMUNICATION AS MAY BE DETERMINED BY THE COMPANY.

- 3.3. In the event that the aggregate purchases (as defined in Paragraph 4.2 below) for all confirmed purchases of Tokens in the Token Sale are of a value of no less than an estimated USD \$25 million (the **"Target Aggregate Amount"**) at any time prior to the time and date set forth on the Website (the **"Early Target Fulfillment"**), the Token Sale shall be closed by the Company as soon as practicable at the time of such Early Target Fulfillment (the **"Early Closure Time"**)
- 3.4. The Company may in its sole and absolute discretion determine that the Sale Expiry Time shall be such time other than as set out in Paragraph 3.2.2., that the Target Aggregate Amount shall be such amount other than as set out in Paragraph 3.3., or that the Minimum Aggregate Amount (as defined in Paragraph 3.6. below) shall be such amount other than as set out in Paragraph 3.6 below.
- 3.5. In the event that you attempt to make any purchase after the Sale Expiry Time and you have made any payment for such attempted purchase of Tokens, you acknowledge and agree that provided that:

- 3.5.1. such payment is received in the Designated Bank Account (as defined in Paragraph 4.8.) and you receive an email confirmation of the Company's receipt of such payment; or
- 3.5.2. your transfer of Ether ("ETH"), Bitcoin ("BTC"), Litecoin ("LTC"), EOSIO ("EOS"), Bitcoin Cash ("BCH"), XRP ("XRP"), Stellar ("XLM"), Tether ("USDT"), Cardano ("ADA"), IOTA ("MIOTA"), TEZOS ("XTZ") and/or Tron ("TRX") (as the case may be) to the Designated Address (as defined in Paragraph 4.9.) as payment for such attempted purchase of the Tokens is validated and verified on the relevant blockchain as successful and complete,

the Company shall provide a refund of such payment in full without interest and net of:

- 3.5.2.1. all administrative and/or third-party charges and/or other transaction fees (if any) that may be incurred in connection with such refund (in which case such administrative and/or third-party charges and/or other transaction fees (if any) incurred in connection with such refund shall be borne by you); and
 - 3.5.2.2. any funds that may have already been allocated by the Company as per the use of proceeds;
 - 3.5.3. save for the Company's obligation to provide such refund mentioned above, the Company shall have no obligations in any form or manner whatsoever to you in respect of such purchase, and you agree that such purchase shall be deemed null and void; and
 - 3.5.4. save for your right to such refund under Paragraph 3.5.1., you hereby waive all rights, claims and/or courses of action (present or future) under any applicable law (including any tortious claims) or contract against the Company and any of the Indemnified Persons, in connection with or arising from such invalid purchase, and shall further hold harmless, the Company and the Indemnified Persons from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by you in connection with or arising from such invalid purchase.
- 3.6. In the event that the aggregate payments for all confirmed purchases of the Tokens in the Token Sale including all investments and token swaps are of a value of less than USD \$2 million (the "**Minimum Aggregate Amount**") as at the Sale Expiry Time, where you had made any payment for such purchase of the Tokens during the Sale Period, you acknowledge and agree that provided that:
- 3.6.1. such payment is received in the Designated Bank Account (as defined in Paragraph 4.8.) and you receive an email confirmation of the Company's receipt of such payment
 - 3.6.2. your transfer of ETH, BTC, LTC, EOS, BCH, XRP, XLM, USDT, ADA, MIOTA, XTZ and/or TRX (as the case may be) to the Designated Address as payment for such

attempted purchase of the Tokens is validated and verified on the relevant blockchain as successful and complete,

the Company shall provide a refund of such payment in full without interest and net of:

- 3.6.2.1. all administrative and/or third-party charges and/or other transaction fees (if any) that may be incurred in connection with such refund (in which case such administrative and/or third-party charges and/or other transaction fees (if any) incurred in connection with such refund shall be borne by you); and
- 3.6.2.2. any funds that may have already been allocated by the Company as per the use of proceeds ;
- 3.6.3. save for the Company's obligation to provide such refund hereunder, the Company shall have no obligations in any form or manner whatsoever to you in respect of such purchase; and
- 3.6.4. save for your right to such refund under Paragraph 3.6.1., you hereby waive all rights, claims and/or courses of action (present or future) under applicable law (including any tortious claims) or contract against the Company and the Indemnified Persons in connection with or arising from such purchase, and shall further hold harmless, the Company and all Indemnified Persons from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by the Company in connection with or arising from such purchase.

4. **ACCEPTED CRYPTOCURRENCIES, PURCHASE PRICE & PAYMENT PROCEDURE**

PURCHASES ONLY THROUGH WEBSITE

- 4.1. You may only make purchases of the Tokens in the Token Sale through the Website or Paypal to info@gofind.ai and no other website or place. In the event that you make any purchase of the Tokens through any website or place other than the Website:
 - 4.1.1. the Company shall have no obligation to deliver, and you shall have no right to receive, any Tokens;
 - 4.1.2. the Company shall have no obligation to provide, and you shall have no right to receive, any refund for any part of the payments made by you through such other website or place; and
 - 4.1.3. the Company shall have no obligations to you in any manner or form in respect of such purported purchase.

ACCEPTED CRYPTOCURRENCY FOR PAYMENT

- 4.2. The Company shall accept, as payment for purchases of the Tokens in the Token Sale, only:
 - 4.2.1. ETH, BTC, LTC, EOS, BCH and/or TRX (the "**Accepted Cryptocurrency**"); and
 - 4.2.2. United States dollars ("**USD**"); and the Euro ("**EUR**") (the "**Accepted Fiat Currency**").

- 4.3. No legal tender, fiat currencies, cryptocurrencies, blockchain assets or tokens other than the Accepted Cryptocurrency and the Accepted Fiat Currency shall be accepted as payment for purchasing the Tokens.
- 4.4. Your purchase of Tokens under these terms shall be deemed to be a confirmed purchase only upon:
 - 4.4.1. your payment for such intended purchase being received in the Designated Bank Account and your receipt of an email confirmation on the Company's receipt of such payment; or
 - 4.4.2. validation and verification on the relevant blockchain that your transfer of the Accepted Cryptocurrency to the Designated Address, as payment for your intended purchase of Tokens, is successful and complete.

PURCHASE PRICE & MINIMUM PURCHASE AMOUNT

- 4.5. The purchase price of the tokens shall be exclusive of all administrative and/or third-party charges and/or other transaction fees (if any) that may be incurred in connection with your payment for your intended purchase of Tokens. Any such administrative and/or third-party charges and/or other transaction fees (if any) incurred in connection with your payment for your intended purchase of Tokens shall be borne by you.

IT SHALL BE YOUR SOLE RESPONSIBILITY TO ENSURE THAT THE AMOUNT OF TRANSACTION FEES PAID BY YOU TO MINERS IN CONNECTION WITH YOUR TRANSFER OF ANY OF THE ACCEPTED CRYPTOCURRENCIES AS PAYMENT FOR YOUR PURCHASE OF THE TOKENS, IS SUFFICIENT FOR YOUR TRANSFER TO BE VALIDATED AND VERIFIED ON THE RELEVANT BLOCKCHAIN AS A SUCCESSFUL AND COMPLETE TRANSFER PRIOR TO THE SALE EXPIRY TIME. ANY AMOUNT(S) OF TRANSACTION FEES RECOMMENDED BY THE COMPANY THROUGH THE WEBSITE OR ANY OTHER PUBLIC OR PRIVATE COMMUNICATION CHANNEL IS ONLY INDICATIVE, AND MAY NOT BE REPRESENTATIVE OR REFLECTIVE OF THE ACTUAL AMOUNT(S) OF TRANSACTION FEES REQUIRED FOR YOUR TRANSFER TO BE VALIDATED AND VERIFIED ON THE RELEVANT BLOCKCHAIN AS A SUCCESSFUL AND COMPLETE TRANSFER PRIOR TO THE SALE EXPIRY TIME.

ACCORDINGLY, THERE IS NO ASSURANCE THAT ANY AMOUNT(S) OF TRANSACTION FEES RECOMMENDED BY THE COMPANY THROUGH THE WEBSITE OR ANY OTHER PUBLIC OR PRIVATE COMMUNICATION CHANNEL WILL BE SUFFICIENT FOR YOUR TRANSFER TO BE VALIDATED AND VERIFIED ON THE RELEVANT BLOCKCHAIN AS A SUCCESSFUL AND COMPLETE TRANSFER PRIOR TO THE SALE EXPIRY TIME.

- 4.6. The minimum payment amount for each purchase of the Tokens (the "**Minimum Purchase Amount**") and the maximum payment amount for each purchase of Tokens (the "**Maximum Purchase Amount**") shall be determined by the Company in its sole and absolute discretion from time to time before or after the Sale Commencement Time and during the Sale Period and shall be specified on the Website.
- 4.7. In the event that you attempt to make a purchase of Tokens of an amount which is lower than the Minimum Purchase Amount or higher than the Maximum Purchase Amount and

you have made any payment for such attempted purchase of the Tokens, you acknowledge and agree that:

4.7.1. provided that:

4.7.1.1. such payment is received in the Designated Bank Account and you receive an email confirmation of the Company's receipt of such payment; or

4.7.1.2. your transfer of any of the Accepted Cryptocurrencies to the Designated Address as payment for such attempted purchase of the Tokens is validated and verified on the relevant blockchain as successful and complete,

the Company shall, in its sole and absolute discretion deliver such number of Tokens to you based on the full amount of such payment and the Purchase Price;

4.7.2. in the case where this Paragraph 4.7. is applicable, the Company shall have no obligations in any form or manner whatsoever to you in respect of such purchase; and

4.7.3. you hereby waive all rights, claims and/or courses of action (present or future) under law (including any tortious claims) or contract against the Company and the Indemnified Persons in connection with or arising from such purchase, and shall further hold harmless, the Company and the Indemnified Persons from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by you in connection with or arising from such purchase.

ACCOUNT & ADDRESS FOR DIRECTING PAYMENTS

4.8. For the purposes of payment for your purchase, you shall either transfer any of the Accepted Fiat Currencies as payment for your purchase to such designated bank account (the "**Designated Bank Account**"), or any of the Accepted Cryptocurrencies as payment for your purchase to such designated address (the "**Designated Address**"), as may be provided to you through the Sale Website or directly by the Company within such period as may be designated by the Company in its sole and absolute discretion (the "**Payment Period**") from the time at which such Designated Bank Account or Designated Address is provided, during the Sale Period.

4.9. Any transfer of any of the Accepted Cryptocurrencies as payment for your intended provide purchase of the Tokens under Paragraph 4.8. shall be made from:

4.9.1. the address of the Wallet relevant to any of the Accepted Cryptocurrencies which is not an account or wallet established and maintained with any Centralized Exchange (For purposes of this Agreement, "**Centralized Exchange**" means any centralized web and API platform which provides services to allow users of the platform to convert certain cryptocurrencies, cryptographic tokens and blockchain assets.); and

4.9.2. an from an address of the Wallet relevant to any of the Accepted Cryptocurrencies to which you control the Private Keys.

4.10. In the event that:

- 4.10.1. you transfer any of the Accepted Cryptocurrencies to the Designated Address from the address of an account or wallet established and maintained with any Centralized Exchange or from a wallet to which you do not hold and control the Private Keys, regardless of whether such transfer is validated and verified on the relevant blockchain as successful and complete, you acknowledge and agree that:
- 4.10.1.1. Such purchase is null and void and the Company shall not be under any obligation to deliver any Tokens to you;
 - 4.10.1.2. the Company shall not have any obligation to provide any refund for any part of such payments to you;
 - 4.10.1.3. the Company shall not have any obligation in any form or manner whatsoever to you in respect of such invalid purchase; and
 - 4.10.1.4. you hereby waive all rights, claims and/or courses of action (present or future) under any applicable law (including any tortious claims) or contract against the Company and the Indemnified Persons in connection with or arising from such purchase, and shall further hold harmless, the Company and the Indemnified Persons from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by you in connection with or arising from such invalid purchase.
- 4.11. Any payment for your purchase of Tokens in the Token-Sale shall be made to only the Designated Bank Account and/or the Designated Address and no other address. In the event that any payment is made to any bank account, address or place other than the Designated Bank Account or Designated Address, or made after the expiry of the Payment Period, you agree and acknowledge that:
- 4.11.1. such payments will not be received by the Company and shall be regarded by the Company as invalid payments, and the Company shall not be under any obligation whatsoever to deliver any Tokens to you;
 - 4.11.2. the Company shall have no obligations in any form or manner whatsoever to you in respect of such purchase; and
 - 4.11.3. you hereby waive all rights, claims and/or courses of action (present or future) under law (including any tortious claims) or contract against the Company and the Indemnified Persons in connection with or arising from such purchase, and shall further hold harmless, the Company and the Indemnified Persons from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by you in connection with or arising from such purchase.

ATTEMPTS TO DOUBLE SPEND & PURCHASES IN VIOLATION OF LAWS

- 4.12. In the event that the Company discovers, at any time after your acceptance of this Agreement and prior to the delivery of the Tokens in accordance with Paragraph 6., that your purchase of the Tokens is determined to be in violation of any applicable laws, regulations or rules, you acknowledge and agree, regardless of whether such purchases are

reflected as validated and verified on the relevant blockchain, that the attempted purchase of the Tokens will be regarded as invalid and/or void ab initio, and:

- 4.12.1. the Company shall have no obligation to provide, and you shall have no right to receive, any refund for any payment made by you whether such payment was transferred to the Designated Address and validated and verified on the relevant blockchain as successful and complete or otherwise;
- 4.12.2. the Company shall not be obliged to deliver any Tokens to you and shall have no obligations in any form or manner whatsoever to you in respect of such purchase; and
- 4.12.3. you hereby waive all rights, claims and/or courses of action (present or future) under law (including any tortious claims) or contract against the Company and the Indemnified Persons in connection with or arising from such purchase, and shall further hold harmless, the Company and the Indemnified Persons from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by you in connection with or arising from such purchase.

IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT YOUR PURCHASE OF THE TOKENS IS NOT IN VIOLATION OF ANY APPLICABLE LAWS, REGULATIONS OR RULES.

5. **RESPONSIBILITY TO ESTABLISH & MAINTAIN CRYPTOCURRENCY WALLET & ADDRESS**

- 5.1. For purposes of your payment for any purchase and receipt of any refund (where applicable) in the Token Sale, you shall have the sole responsibility to establish, and maintain, in fully operational, secure and valid status, access to wallets ("**Wallet**") in relation to any of the Accepted Cryptocurrencies you are using to make the payment, which adheres to and supports the ERC-20 Token Standard and maintain, in your fully secure possession, the credentials for accessing such wallet and the private key of such wallet.
- 5.2. For the purposes of this Agreement, the "**ERC-20 Token Standard**" means the set of criteria, (including criteria in relation to functions and events) developed by the Ethereum community, which has to be met in a smart-contract on a blockchain in order to enable interoperability across multiple interfaces and distributed applications.
- 5.3. For purposes of your receipt of Tokens, you shall have the sole responsibility to establish and/or maintain, in fully operational, secure and valid status, access to an ERC-20 compatible Ethereum Wallet and maintain, in your fully secure possession, the credentials for accessing such wallet and the private key of such wallet.
- 5.4. You shall also provide to the Company through the Website at the time when making payment for such purchase or such other later time as required by the Company:
 - 5.4.1. for purposes of your receipt of Tokens, the address of a Wallet as referred to in Paragraph 5.3.; and
 - 5.4.2. for purposes of your receipt of refunds (if any), the address of an Ethereum Wallet as referred to in Paragraph 5.1.;

- 5.5. In the event of any loss, hack or theft of cryptocurrencies from the cryptocurrency wallets referred to in Paragraphs 5.1. and 5.3., you acknowledge and confirm that you shall have no right(s), claim(s) or causes of action in any way whatsoever against the Company.
- 5.6. Any obligation of the Company to deliver any Tokens to you or provide you with any refund (if applicable) under this Agreement shall be subject to your compliance with the provisions of Paragraphs 5.

6. DELIVERY OF PURCHASED TOKENS & RIGHTS OF THE TOKEN HOLDERS

- 6.1. The Company shall on a reasonable endeavors basis deliver the purchased Tokens within seven (7) days from the end of main Token Sale to such address of an ERC20 compatible Wallet as may be provided by you to the Company in accordance with Paragraph 5.3. The Tokens shall be deemed to be received by you upon validation and verification of receipt of Tokens in the Ethereum Wallet.
- 6.2. The delivery of Tokens to you in accordance with Paragraph 6.1. shall only be made on satisfaction of all of the following:
 - 6.2.1. payment in full for your purchase of Tokens being received at the Designated Address or Designated Bank Account in accordance with Paragraph 4.8.;
 - 6.2.2. the ERC20 compatible Wallet provided by you to the Company in accordance with Paragraph 5.3. being maintained in fully operational, secure and valid status; and
 - 6.2.3. validation and verification of payment for such purchase on the relevant blockchain as successful and complete.
- 6.3. The Tokens shall be delivered to and accepted by you on an “as is” basis without warranties of any kind by the Company. The Company hereby expressly disclaims all express and implied warranties in relation to the Tokens and the delivery thereof.
- 6.4. Any availability, transferability or tradability of the Tokens on any cryptocurrency exchange shall not be construed, interpreted or deemed by you as an indication of the merits of the Whitepaper, the Website, the Company, the Token Sale, the Tokens or your purchase of the Tokens.
- 6.5. Save for such rights as may be granted by the Company, in its sole and absolute discretion, to the Token holders, ownership and holding of the Tokens shall carry no other rights, express or implied, in relation to you, the Company or any other person.
- 6.6. To the extent that the Company determines, in its sole discretion, that it is necessary to obtain certain information about you in order to comply with applicable laws or regulations in connection with the sale of the Tokens to you, you shall provide such information promptly upon such request in such form or manner as the Company may require, and you acknowledge and accept that the Company may refuse to sell or withhold delivery of the Tokens to you until such requested information has been provided to the satisfaction of the Company.

7. WITHDRAWALS, CANCELLATIONS, REJECTIONS OF PURCHASES & ABORTION OF TOKEN SALE

- 7.1. Upon your receipt of an email confirmation of the Company's receipt of such payment, or validation and verification of payment for your purchase of the Tokens from the Company on the relevant blockchain as successful and complete, save as provided for under this Agreement:
 - 7.1.1. such purchase shall be deemed to be final; and
 - 7.1.2. unless otherwise required by the applicable laws, regulations or rules, you shall not be entitled to any withdrawals or cancellations of purchases, or any refunds.
- 7.2. The Company reserves the right, in its sole and absolute discretion, to reject any purchases of Tokens or abort the Token Sale at any time after your acceptance of this Agreement and prior to the delivery of the Tokens. The Company further reserves the right, in its sole and absolute discretion, to treat the Token Sale and any purchase of Tokens therein as being invalid, notwithstanding any delivery of the Tokens which may have been affected in accordance with Paragraph 6, in the case where there is any change in any applicable law, regulation or rule after such delivery which prohibits, restricts, curtails, hinders, impairs or otherwise adversely affects the Token Sale to any extent. In the event of any such rejection of your purchase, abortion of the Token Sale or the completed Token Sale being treated as invalid, where you have made any payment for such rejected purchase of the Tokens, you acknowledge and agree that:
 - 7.2.1. notwithstanding any provision in this Agreement, provided that your transfer of any of the Accepted Cryptocurrencies to the Designated Address or your transfer of any of the Accepted Fiat Currencies to the Designated Bank account as payment for such purchase of the Tokens is validated and verified as successful and complete, the Company shall provide a refund of such payment without interest and net of:
 - 7.2.1.1. all administrative and/or third-party charges and/or other transaction fees (if any) that may be incurred in connection with such refund, in which case such administrative and/or third-party charges and/or other transaction fees (if any) incurred in connection with such refund shall be borne by you; and
 - 7.2.1.2. any funds that may have already been allocated by the Company as per the use of proceeds;
 - 7.2.2. save for the Company's obligation to provide such refund under Paragraph 7.2.1, the Company shall have no obligations in any form or manner whatsoever to you in respect of such purchase; and
 - 7.2.3. save for your right to receive such refund, you hereby waive all rights, claims and/or courses of action (present or future) under law (including any tortious claims) or contract against the Company and the Indemnified Persons in connection with or arising from such purchase, and shall further hold harmless, the Company and the Indemnified Persons from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by you in connection with or arising from such purchase.

8. REFUND OF PAYMENT

- 8.1. You acknowledge, agree and confirm that there shall be no refund of any payment made to you in any form or manner unless clearly provided for under this Agreement. All risks in relation to any refund of payment made pursuant to this Agreement shall be borne absolutely by you and none of the Company or any of the Indemnified Persons shall be liable for any such risks.
- 8.2. In each case where the Company elects, in accordance with this Agreement, to provide a refund of any payment made by you for any purchase, the Company shall transfer such amount of the Accepted Cryptocurrencies or Accepted Fiat Currencies as may be equivalent to the address of such cryptocurrency wallet as may be provided by you to the Company in accordance with Paragraph 5.1.

9. REPRESENTATIONS & WARRANTIES

- 9.1. By accepting this Agreement, you represent and warrant to the Company as follows:
 - 9.1.1. you have read and understood all of the terms of this Agreement including the Annex hereto;
 - 9.1.2. you have adequate information on which to base your decision to purchase the Tokens and that you have made and will make such investigation as you deem necessary or appropriate;
 - 9.1.3. you understand that information regarding the Tokens and the White Paper may change from time to time or even become obsolete and that the Company is under no obligation to update any information provided to you, and that you are solely responsible for obtaining all such information at such times as you require in making your decision to purchase the Tokens;
 - 9.1.4. you acknowledge and agree that the Tokens are not intended to constitute securities of any form, units in a business trust, units in a collective investment scheme or any other form of regulated investment or investment product in any jurisdiction and this Agreement does not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities of any form, units in a business trust, units in a collective investment scheme or any other form of regulated investment or investment product in any jurisdiction or a solicitation for any form of investment in any jurisdiction;
 - 9.1.5. you acknowledge and agree that the Tokens are not to be construed, interpreted, classified or treated as enabling, or according any opportunity to, you to participate in or receive profits, income, or other payments or returns arising from or in connection with the Company, the Tokens or the proceeds of the Token Sale, or to receive sums paid out of such profits, income, or other payments or returns;
 - 9.1.6. you acknowledge that no regulatory authority has examined or approved any of the Sale Documents, no such action has been or will be taken under the laws, requirements or rules of any jurisdiction, and the provision of this Agreement to you does not imply that the applicable laws, regulatory requirements or rules have been complied with;

- 9.1.7. you acknowledge that a subsequent sale or other transfer of the Tokens by you may not be permitted or may be restricted by the applicable laws, regulatory requirements or rules;
- 9.1.8. any wallet address provided by you in accordance with Paragraph 5.1. is fully operational, secure and valid;
- 9.1.9. you are not a not an unaccredited U.S. Person nor are you purchasing the Tokens on behalf of unaccredited U.S. Person;
- 9.1.10. you are not a Restricted Person nor are you purchasing the Tokens on behalf of a Restricted Person;
- 9.1.11. you have full power and capacity to accept this Agreement and perform all your obligations hereunder and, in the case where you are accepting the terms of this Agreement on behalf of a corporation:
 - (a) such corporation is duly incorporated and validly existing under the applicable laws; and
 - (b) you are duly authorized to accept this Agreement and procure the performance of obligations hereunder;
- 9.1.12. you have a basic degree of understanding of the operation, functionality, usage, storage, transmission mechanisms and other material characteristics of cryptocurrencies, blockchain assets and tokens including the Tokens, blockchain-based software systems, cryptocurrency wallets or other related token storage mechanisms, blockchain technology and smart-contract technology;
- 9.1.13. you agree that this Agreement constitute legal, valid and binding obligations on you, enforceable in accordance with its terms and an undertaking from you that neither the purchase, nor receipt, nor holding of the Tokens is in breach or contravention of any applicable law, regulation or rule in your jurisdiction;
- 9.1.14. no consent, approval, order or authorization of, or registration, with qualification, designation, declaration or filing with, any regulatory authority in any jurisdiction (the "Approvals") is required on your part in connection with your purchase of the Tokens, or where any Approvals are required, such Approvals have been obtained and remain valid and in full force and effect;
- 9.1.15. Any of the Accepted Cryptocurrencies or Fiat Currencies to be used for payment for your purchase have not been obtained through any acts in connection with money laundering, terrorism financing or any other acts in breach or contravention of any applicable law, regulation or rule of any jurisdiction;
- 9.1.16. The Tokens to be delivered to and received by you will not be used for any purpose in connection with money laundering, terrorism financing or any other acts in breach or contravention of any applicable law, regulation or rule;

- 9.1.17. you are purchasing the Tokens as principal and for your own benefit and you are not acting on the instructions of, or as nominee or agent for or on behalf of, any other person;
- 9.1.18. you fully understand and agree to be bound by all the legal considerations and disclaimers described in this Agreement. You understand that the participation in the Token Sale carries significant financial risk, and may carry regulatory and other associated risks according to your jurisdiction. You are fully aware of, understand and agree to take responsibility for all such risks (including direct, indirect or ancillary risks) associated with the conduct of the Token Sale via the Website including any risk associated with any technology used by the Company; the purchase of the Tokens; the Designated Address; any wallet the Token Sale relies on and/or utilizes; the Company; GoFind, the Token Sale; the Tokens; your purchase of the Tokens; any wallet referred to in Paragraph 5.; your provision of the address to any wallet referred to in Paragraph 5., including but not limited to the risks set out in the Annex hereto;
- 9.1.19. you are of the legal age and are legally permitted to participate in the Token Sale and have verified that by participating in the Token Sale you are not violating any law in your jurisdiction and you agree and warrant that you are solely responsible if any such laws are violated;
- 9.1.20. you waive your rights to participate in any class action lawsuit or class-wide arbitration against any person or entity involved in the Token Sale or the Company or any associated entities or persons;
- 9.1.21. you understand and confirm, that any statements about the growth of the Tokens and the Company are just predictions of the potential growth and/or profit and are not guaranteed;
- 9.1.22. You understand that by acquiring the Tokens you have no shareholding rights, monetary claims, interest or any other right in the Company and/or any associated entity and that the Tokens do not guarantee you any form of passive income right. Consequently you agree and understand that you do not expect any profits to derive from your purchase of the Tokens, based on the work of the Company;
- 9.1.23. You agree that in the event that the Tokens are classified or treated by any Government, quasi-government, regulator, authority or public body as anything that may be banned, regulated or subject to certain legal restrictions, neither the Company nor any of its directors, advisers or employees, shall be liable for any loss suffered by any Token Sale participant or prospective Token holder;
- 9.1.24. all of the above representations and warranties are, and will continue to be, true, complete, accurate and non-misleading from the time of your acceptance of this Agreement to the time of receipt by you of the Tokens.

10. ANTI-MONEY LAUNDERING & OTHER CHECKS

- 10.1. The Company will, where appropriate, use third-party service providers to conduct, conduct Know Your Customer (“**KYC**”) and Anti-Money Laundering (“**AML**”) checks on each prospective Token Buyer in accordance with the applicable laws.
- 10.2. You are required to follow KYC and AML procedure as published on the Website prior to purchasing the Tokens at the Token Sale. If you do not provide the information requested by the Company, then the Company may at their our sole discretion decide to refuse your contribution.
- 10.3. The Company reserves a right to change the KYC and AML requirements without any explanation, and the KYC and AML procedure might be adjusted on per case basis.
- 10.4. The Company reserves its right to reject your identification application if you are unable to provide the information in accordance with this Agreement and other terms published on the Website. Any data collected will be used solely to satisfy the compliance requirements of the Company and the applicable regulator.
- 10.5. The Company has the right to refuse a purchase from any person that, according to information available to the Company, are suspected in using the Token Sale with the aim of manipulating the Token price, money laundering, terrorism financing or any other illegal activities. In addition, the Company has the right to use any possible efforts to prevent money laundering and terrorism financing, such as disclosing any data about the person to the state authorities etc., to the extent required by the law.

IMPORTANT: THE ACQUISITION OF THE TOKENS MAY BE REFUSED BY THE COMPANY UNTIL THE PROSPECTIVE BUYER COMPLETES THE KYC AND AML CHECKS TO THE COMPANY’S REASONABLE SATISFACTION.

11. DISCLAIMERS

- 11.1. To the maximum extent permitted by all applicable laws, regulations and rules, the Company hereby expressly disclaims its liability and shall in no case be liable to you or any person for:
 - 11.1.1. any sale or transfer of any Tokens purchased by you hereunder to any person at any time;
 - 11.1.2. the Accepted Cryptocurrencies or the Accepted Fiat Currencies used for payment for your purchase being obtained through any acts in connection with money laundering, terrorism financing or any other acts in breach or contravention of any applicable law, regulation or rule;
 - 11.1.3. use of the Tokens for any purpose in connection with money laundering, terrorism financing or any other acts in breach or contravention of any applicable law, regulation or rule;
 - 11.1.4. rejection of purchase or abortion of the Token Sale pursuant to Paragraph 7.;
 - 11.1.5. failure or delay in the delivery by the Company, and receipt by you, of Tokens in accordance with Paragraph 6.;

- 11.1.6. failure, malfunction or breakdown of, or disruption to, the operation of the Company, the Tokens or any technology on which the Company, the Tokens, the Website, the Designated Address, any Wallet the Token Sale relies on and/or utilizes, due to occurrences of hacks, mining attacks (including but not limited to double-spend attacks, majority-mining-power attacks and “selfish-mining” attacks), cyber-attacks, distributed denials of service, errors, vulnerabilities, defects, flaws in programming or source code or otherwise, regardless of when such failure, malfunction, breakdown, or disruption occurs;
- 11.1.7. failure, malfunction or breakdown of, or disruption to, the operation of any blockchain, any blockchain-based software systems or any blockchain technology in connection with the operations of the Company, the Website, the Tokens, the Designated Address, the Wallet or the Token Sale, due to occurrences of hard-forking, hacks, mining attacks (including but not limited to double-spend attacks, majority-mining-power attacks and “selfish-mining” attacks), cyber-attacks, distributed denials of service, errors, vulnerabilities, defects, flaws in programming or source code or otherwise, regardless of when such failure, malfunction, breakdown, or disruption occurs;
- 11.1.8. any virus, error, bug, flaw, defect or otherwise adversely affecting the operation, functionality, usage, storage, transmission mechanisms, transferability or tradability (after the Tokens have been made available for trading on a cryptocurrency exchange (if applicable)) and other material characteristics of the Tokens;
- 11.1.9. decreases or volatility in traded prices or trading volume of the Tokens (after the Tokens have been made available for trading on a cryptocurrency exchange (if applicable));
- 11.1.10. failure or unfitness of the Tokens for any specific purpose;
- 11.1.11. the manner of utilization of the Accepted Cryptocurrencies if the Accepted Fiat Currencies received by the Company from the Token Sale;
- 11.1.12. failure to disclose information relating to the progress of the Token Sale;
- 11.1.13. loss of possession of the credentials for accessing, or loss or destruction of the private keys of, any wallet referred to in Paragraph 5. in any manner and to any extent;
- 11.1.14. failure or delay in the availability of the Tokens for trading on a cryptocurrency exchange (if applicable);
- 11.1.15. any rejection of trading of the Tokens by a cryptocurrency exchange (if applicable);
- 11.1.16. Any country’s jurisdiction changing the status of the token to security or any other class.
- 11.1.17. Change and introduction of laws governing crypto tokens

- 11.1.18. any prohibition, restriction or regulation by any government or regulatory authority in any jurisdiction of the operation, functionality, usage, storage, transmission mechanisms, transferability or tradability (after the Tokens have been made available for trading on a cryptocurrency exchange (if applicable)) or other material characteristics of the the Tokens;
 - 11.1.19. any risks associated with any of the Sale Documents, the Website, the Company, the Token Sale, the Tokens, your purchase of the Tokens, any wallet referred to in Paragraph 5., your provision of the address to any wallet referred to in Paragraph 5., and the Designated Address, including but not limited to the risks set out in Annex hereto; and
 - 11.1.20. all other risks, direct, indirect or ancillary, whether in relation to any of the Sale Documents, the Website, the Company, the Token Sale, the Tokens, your purchase of the Tokens, any wallet referred to in Paragraph 5., your provision of the address of any wallet referred to in Paragraph 5., and the Designated Address which are not specifically or explicitly contained in or stated in this Agreement or set out in Annex hereto.
- 11.2. In the event of any loss, hack or theft from the Designated Address or any wallet referred to in Paragraph 5., you acknowledge and confirm that you shall have no right(s), claim(s) or causes of action in any way whatsoever against the Company or the Indemnified Persons.

12. **LIMITATION OF LIABILITY & INDEMNIFICATION**

- 12.1. Purchasing Tokens carries significant financial risk. The Token Buyers acknowledge and agree that the Company or its representatives cannot be held liable (whether in an action in negligence, contract or tort based on a warranty or otherwise) for any financial losses even if the Company or its representatives are advised of the possibility of such losses, howsoever caused as a result, directly or indirectly, or arising from, or in connection with:
- 12.1.1. participating in the Token Sale or receiving, holding and exchanging (trading) the Tokens;
 - 12.1.2. any access, the use of, or inability to access or use the Website or any website associated with the Company;
 - 12.1.3. your reliance on, or use of, or inability to use the content and information contained in any of the Sale Documents;
 - 12.1.4. any access, the use of, or inability to access or use GoFind;
 - 12.1.5. any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure of the Website or any linked website or GoFind;

- 12.1.6. the cost of procurement of substitute goods and services resulting from any goods, data, information or services, investment or obtained or messages received or transactions entered into through or from the Website;
 - 12.1.7. unauthorized access to, or alteration of, your transmissions or data;
 - 12.1.8. statements or conduct of any third-party on any of the Sale Documents; or
 - 12.1.9. any other matter relating to the Sale Documents.
- 12.2. To the maximum extent permitted by the applicable laws, regulations and rules:
- 12.2.1. the Company and Indemnified Persons shall not be liable for any indirect, special, incidental, consequential or other losses of any kind in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with the purchase, use, receipt or holding of the Tokens by you;
 - 12.2.2. the aggregate liability of the Company and the Indemnified Persons, in tort, contract or otherwise, arising out of or in connection with the purchase, use, receipt or holding of the Tokens by you shall be limited to the amount paid by you for your purchase hereunder; and
 - 12.2.3. you hereby agree to waive all rights to assert any claims under the applicable laws, regulations and rules and you may make claims based only on this Agreement.
- 12.3. To the maximum extent permitted by the applicable laws, regulations and rules, you shall indemnify, defend, and hold the Company and/or the Indemnified Persons harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable legal fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by you or any third party against any of the Company or the Indemnified Persons arising out of a breach of any warranty, representation, or obligation hereunder.

13. **NO ASSIGNMENT**

Subject to this Agreement, only you and no other person shall have the right to any claim against the Company in connection with your purchase hereunder. You shall not assign, trade or transfer, or attempt to assign, trade or transfer, your right to any such claim.

14. **INTELLECTUAL PROPERTY RIGHTS**

- 14.1. This Agreement shall not entitle you to any intellectual property rights, including the rights in relation to the use, for any purpose, of any information, image, user interface, logos, trademarks, trade names, Internet domain names or copyright in connection with any of the Sale Documents including the White Paper, the Website, the Company, the Token Sale, the Tokens and your purchase of the Tokens.
- 14.2. All intellectual property rights comprised in the information, text, graphics, logos, images, audio clips, data compilations, scripts, software, technology, sound or any other materials

or works found on any of the Sale Documents shall remain the property of the Company. You are permitted to download and print such materials from the Website for personal and non-commercial use provided that you do not breach the terms of this Agreement.

15. **FORCE-MAJEURE**

- 15.1. The Company cannot be held liable in any way for failure to perform due to any force-majeure event, such as; fire, floods, earthquake, war, military actions of any kind, blockade, embargo on exports or imports, changes in blockchain technology (broadly construed), changes in the Ethereum or any other blockchain protocols or any other force outside of our control, or any other force majeure circumstances as they are designated in any applicable jurisdiction. By participating in the Token Sale and purchasing the Tokens, to the extent permitted under the applicable laws, you agree, that no other party (including, without limitation the Company) can be held liable for any loss arising out of, or in any way connected to, any force majeure event.
- 15.2. In the case of force-majeure, the time stipulated for the fulfillment of the obligations under this Agreement shall be extended, for the period equal to that during which such circumstances and their consequences will remain in force.

16. **TAXES**

- 16.1. The purchase price that you pay for your purchase of the Tokens shall be exclusive of all taxes that are applicable to your purchase, receipt and holding of the Tokens in any jurisdiction ("**Payable Tax**").
- 16.2. The Company makes no representations concerning the tax implications of participating in the Token Sale or purchasing the Tokens. You bear the sole responsibility for determining and assessing the tax implications of your participation in the Token Sale and your purchase of the Tokens and the trading of these Tokens.
- 16.3. You shall be solely responsible for determining any Payable Tax and declaring, withholding, collecting, reporting and remitting the correct amount of Payable Tax to the appropriate tax authorities. You shall be solely liable for all penalties, claims, fines, punishments, or other liabilities arising from the non-fulfillment or non-performance to any extent of any of your obligations in relation to the Payable Tax.
- 16.4. By participating in the Token Sale, to the extent permitted under the applicable laws, you agree that no other party (including, without limitation the Company or any company associated with the Company) may be held liable for any loss arising out of, or in any way connected to, any tax liability you may incur in connection with your participation in the Token Sale and/or your purchase of the Tokens.

17. **DISPUTE RESOLUTION; ARBITRATION**

- 17.1. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Singapore.

- 17.2. **Binding Arbitration.** Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "**Disputes**") in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you (i) waive your rights to have any and all Disputes arising from or related to this Agreement resolved in a court, and (ii) waive your rights to a jury trial. Instead, you and Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).
- 17.3. **No Class Arbitrations, Class Actions or Representative Actions.** Any Dispute arising out of or related to this Agreement is personal to you and Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. You agree that there will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.
- 17.4. **Notice; Informal Dispute Resolution.** Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Company shall be sent by email to Company at: ico@gofindxr.com. Notice to you shall be by email to then-current email address in your account. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking.

If you and Company cannot agree how to resolve the Dispute within 90 (ninety) days after the date notice is received by the applicable Party, then either you or Company may, as appropriate and in accordance with this Section 19., commence an arbitration proceeding.

- 17.5. **Process.** Any arbitration will occur in Singapore. Any Dispute not resolved within 90 days as set forth in Section 19.4 shall be referred to and finally resolved by arbitration, except as they may be modified herein or by mutual agreement of the Parties. The number of arbitrators shall be one who shall be selected by Company. The seat, or legal place, of arbitration shall be Singapore. The language to be used in the arbitral proceedings shall be English. The governing law of the Agreement shall be the laws of Singapore. The arbitration award shall be final and binding on the Parties ("**Binding Arbitration**"). The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Company and Buyer will each pay their respective attorneys' fees and expenses. Notwithstanding the foregoing, Company reserves the right, in its sole and exclusive discretion, to assume responsibility for any or all of the costs of the arbitration.
- 17.6. **Authority of Arbitrator.** As limited by this Agreement, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions

regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by this Agreement. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

18. SEVERANCE & PARTIAL INVALIDITY

- 18.1. If any term in this Agreement is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further and, for the avoidance of doubt, the rest of the terms shall continue to be valid and in full force and effect. You hereby acknowledge that if any court or arbitrator determines that any covenant or obligation of this Agreement is excessive in duration or scope, unreasonable, or unenforceable under the relevant laws, that the court or arbitrator should modify or amended that covenant or obligation to render it enforceable to the maximum extent permitted under such laws.
- 18.2. The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

19. MISCELLANEOUS

- 19.1. This Agreement does not create any third-party beneficiary rights in any individual or entity.
- 19.2. Notwithstanding the expiry of the Sale Period, any delivery of the Tokens to you or any abortion of the Token Sale pursuant to this Agreement, Paragraphs 9. to 14. and 16. to 23., and the Annex hereto shall remain valid and in full force and effect.
- 19.3. The failure or omission by the Company to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by the Company must be unequivocal and in writing to be effective.
- 19.4. This Agreement is not boilerplate. If you disagree with any of the terms of this Agreement, believe that any should not apply to you, or wish to negotiate this Agreement, please contact the Company via email and immediately navigate away from the Website. Your agreement to, and any purchase of the Tokens, your use of the Tokens, and your use of the Website shall constitute your binding agreement with the terms of this Agreement.
- 19.5. This Agreement contain the entire agreement and the understanding between the Company and you and supersedes all prior agreements, understandings or arrangements (both oral and written) in relation to the Token Sale and your purchase of the Tokens.
- 19.6. In the event that the Company discovers that you, in your participation in the Token Sale, have engaged in unfair, excessive or abusive usage or conduct, the Company reserves the

right to take such actions as may be necessary, to the fullest extent possible under law, to protect the Company from losses, damages, harm or degradation of any form and manner.

20. ACCEPTANCE OF AGREEMENT AND PURCHASE OF THE TOKENS

This Agreement shall be effective and binding on the Parties when Buyer: (a) clicks the check boxes on the official Website to indicate that Buyer has read, understands and agrees to the terms of this Agreement; or, if earlier (b) upon Company's receipt of payment from Buyer. Buyer agrees to be bound on this basis, and confirms that Buyer has read in full and understands this Agreement and the terms on which Buyer is bound.

ANNEX RISK FACTORS

You should carefully consider and evaluate each of the following risk factors and all other information contained in the Agreement before deciding to participate in the Token Sale. If any of the following considerations, uncertainties or material risks develops into actual events, the business, financial position and/or results of operations of the Company could be materially and adversely affected. In such cases, the trading price of Tokens (in the case where they are listed on a cryptocurrency exchange) could decline due to any of these considerations, uncertainties or material risks, and you may lose all or part of your Tokens.

RISKS RELATING TO PARTICIPATION IN THE TOKEN SALE

This token generation event is not insured and its operation has not been audited by a security firm

While we have taken care to try to negate or limit all the possible securities breaches and instances of hacking, denial of service or other forms of malicious attack, there are risks that such or similar event might occur and security breaches not due to our negligence exploited.

There is no prior market for the Tokens and the Token Sale may not result in an active or liquid market for the Tokens

Prior to the Token Sale, there has been no public market for the Tokens. In the event that the Tokens are traded on a cryptocurrency exchange, there is no assurance that an active or liquid trading market for the Tokens will develop or if developed, be sustained after the Tokens have been made available for trading on such cryptocurrency exchange. There is also no assurance that the market price of the Tokens will not decline below the Purchase Price. The Purchase Price may not be indicative of the market price of the Tokens after they have been made available for trading on a cryptocurrency exchange.

The Token is not a currency issued by any central bank or national, supra-national or quasi-national organization. The Company is not responsible for nor does it pursue the circulation and trading of Tokens on the market. Trading of Tokens merely depends on the consensus on its value between the relevant market participants, and no one is obliged to purchase any Token from any holder of the Token, including the Buyer, nor does anyone guarantee the liquidity or market price of Tokens to any extent at any time. Accordingly, the Company cannot ensure that there will be any demand or market for the Tokens, or that the Purchase Price is indicative of the market price of Tokens after they have been made available for trading on a cryptocurrency exchange.

Negative publicity may materially and adversely affect the price of the Tokens

Negative publicity involving the Company, the GoFind Platform, the Tokens or any of the key personnel of the Company may materially and adversely affect the market perception or market price of the Tokens, whether or not such negative publicity is justified.

There is no assurance of any success of the GoFind Platform

The value of, and demand for, the Tokens hinges heavily on the performance of the GoFind Platform. There is no assurance that the GoFind Platform will gain traction after its launch and achieve any commercial success.

The GoFind Platform has not been fully developed, finalized and integrated and is subject to further changes, updates and adjustments prior to its launch. Such changes may result in unexpected and unforeseen effects on its projected appeal to users, and hence impact its success.

While the Company has made every effort to provide a realistic estimate, there is also no assurance that the ETH raised in the Token Sale will be sufficient for the development and integration of the GoFind Platform. For the foregoing or any other reason, the development and integration of the GoFind Platform may not be completed and there is no assurance that it will be launched at all. As such, distributed Tokens may hold little worth or value, and this would impact its trading price.

The trading price of the Tokens may fluctuate following the Token Sale

The prices of cryptographic tokens in general tend to be relatively volatile and can fluctuate significantly over short periods of time. The demand for, and correspondingly the market price of, the Tokens may fluctuate significantly and rapidly in response to, among others, the following factors, some of which are beyond the control of the Company:

- (a) new technical innovations;
- (b) analysts' speculations, recommendations, perceptions or estimates of the Token's market price or the Company's financial and business performance;
- (c) changes in market valuations and token prices of entities with operations similar to that of the Company that may be made available for sale and purchase on the same cryptocurrency exchanges as the Tokens;
- (d) announcements by the Company of significant events, for example partnerships, sponsorships, new product developments;
- (e) fluctuations in market prices and trading volume of cryptocurrencies on cryptocurrency exchanges;
- (f) additions or departures of key personnel of the Company;
- (h) success or failure of the Company's management in implementing business and growth strategies; and
- (i) changes in conditions affecting the blockchain or financial technology industry, the general economic conditions or market sentiments, or other events or factors.

The funds raised in the Token Sale are exposed to risks of theft

The Company will make every effort to ensure that the funds received from the Token Sale will be securely held at the Designated Address. Further, upon receipt of the funds, the Company will make every effort to ensure that the funds received will be securely held through the implementation of security measures. Notwithstanding such security measures, there is no assurance that there will be no theft of the cryptocurrencies as a result of hacks, mining attacks (including but not limited to double-spend attacks, majority-mining-power attacks and “selfish-mining” attacks), sophisticated cyber-attacks, distributed denials of service or errors, vulnerabilities or defects on the Website, Designated Address, Ethereum blockchain, or any other blockchain, or otherwise. Such events may include, for example, flaws in programming or source code leading to exploitation or abuse thereof. In such event, even if the Token Sale is completed, the Company may not be able to receive the funds raised and the Company may not be able to utilize such funds for the development of the GoFind Platform, and the launch of the GoFind Platform might be temporarily or permanently curtailed. In such as case, the issued Tokens may hold little worth or value, and this would impact its trading price. The Tokens are uninsured, unless you specifically obtain private insurance to insure them. In the event of any loss or loss of value, you may have no recourse. The security of this token generation event has not be audited by a security firm and the events described above have not been insured.

RISKS RELATING TO THE DIGITAL WALLET

The loss or compromise of information relating to your cryptocurrency or other digital wallet may affect your access and possession of the Tokens

Your access to the Tokens in your cryptocurrency or other digital wallet (“Digital Wallet”) depends on, among other things, the safeguards to the information to such Digital Wallet, including but not limited to the user account information, address, private key and password. In the event that any of the foregoing is lost or compromised, your access to the Digital Wallet may be curtailed and thereby adversely affecting your access and possession to the Tokens, including such Tokens being unrecoverable and permanently lost.

The Digital Wallet or Digital Wallet service provider may not be technically compatible with the Tokens

The Digital Wallet or Digital Wallet service provider may not be technically compatible with the Tokens which may result in the delivery of Tokens being unsuccessful or affect your access to such Tokens.

RISKS RELATING TO THE COMPANY

The GoFind Platform is operated and maintained by the Company. Any events or circumstances which adversely affect the Company may have a corresponding adverse effect on the GoFind Platform if such events or circumstances affect the Company’s ability to maintain the GoFind Platform. This would correspondingly have an impact on the trading price of the Tokens.

Early Stage of Operations

There are a number of additional operational, technological, regulatory strategic and financial risks associated with early stage companies, particularly ones carrying out an Token Sale. In particular, the Company’s future growth and prospects will depend on its ability to stay competitive with its pricing, maintain and develop its business and to manage growth and to continue to improve operational, financial and management information and quality control systems on a timely basis, whilst at the same time maintaining effective cost controls. Any failure to improve operational, financial and management

information and quality control systems in line with the Company's growth could have a material adverse effect on its business, financial condition and results of operations.

The Company has only a limited operating history upon which its performance and prospects can be evaluated. The development of the Company's revenues is difficult to predict and there is no guarantee that it will generate increased revenues in the foreseeable future. Whilst the founders, the team members and the advisors are optimistic about the Company's prospects, there is no certainty that anticipated outcomes and sustainable revenue streams will be achieved.

The Company may be materially and adversely affected if it fails to effectively manage its operations as its business develops and evolves, which would have a direct impact on its ability to maintain the GoFind Platform and consequently the trading price of the Tokens

The financial technology and cryptocurrency industries and the markets in which the Company competes have grown rapidly and continue to grow rapidly and evolve in response to new technological advances, changing business models and other factors. As a result of this constantly changing environment, the Company may face operational difficulties in adjusting to the changes, and the sustainability of the Company will depend on its ability to manage its operations, adapt to technological advances and market trends and ensure that it hires qualified and competent employees, and provide proper training for its personnel. As its business evolves, the Company must also expand and adapt its operational infrastructure. The Company's business relies on its blockchain-based software systems, cryptocurrency wallets or other related token storage mechanisms, blockchain technology and smart-contract technology, and to manage technical support infrastructure for the GoFind Platform effectively, the Company will need to continue to upgrade and improve its operational systems, procedures and controls. These upgrades and improvements will require a dedication of resources, are likely to be complex and increasingly rely on hosted computer services from third parties that the Company does not control. If the Company is unable to adapt its systems and organization in a timely, efficient and cost-effective manner to accommodate changing circumstances, its business, financial condition and results of operations may be adversely affected. If the third parties whom the Company relies on are subject to a security breach or otherwise suffer disruptions that impact the services the Company utilizes, the integrity and availability of its internal information could be compromised, which may consequently cause the loss of confidential or proprietary information, and economic loss. The loss of financial, labor or other resources, and any other adverse effect on the Company's business, financial condition and operations, would have a direct adverse effect on the Company's ability to maintain the GoFind Platform. As the GoFind Platform is the main product to which the Tokens relate, this may adversely impact the trading price of the Tokens.

The Company may experience system failures, unplanned interruptions in its platform or services, hardware or software defects, security breaches or other causes that could adversely affect the Company's infrastructure and/or the GoFind Platform

The Company is unable to anticipate when there would be occurrences of hacks, cyber-attacks, mining attacks (including but not limited to double-spend attacks, majority-mining-power attacks and "selfish-mining" attacks), distributed denials of service or errors, vulnerabilities or defects in the GoFind Platform, the Tokens, the Designated Addresses, the Digital Wallet or any technology (including but not limited to smart-contract technology) on which the Company, the GoFind Platform, the Tokens, the Designated Addresses and the Digital Wallet relies or on the Ethereum blockchain or any other blockchain. Such events may include, for example, flaws in programming or source code leading to exploitation or abuse thereof. The Company may not be able to detect such hacks, mining attacks (including but not limited to

double-spend attacks, majority-mining-power attacks and “selfish-mining” attacks), cyber-attacks, distributed denials of service errors vulnerabilities or defects in a timely manner and may not have sufficient resources to efficiently cope with multiple service incidents happening simultaneously or in rapid succession.

The Company’s platform or services, which would include the GoFind Platform, could be disrupted by numerous events, including natural disasters, equipment breakdown, network connectivity downtime, power losses, or even intentional disruptions of its services, such as disruptions caused by software viruses or attacks by unauthorized users, some of which are beyond the Company’s control. Although the Company has taken steps against malicious attacks on its appliances or its infrastructure, which are critical for the maintenance of the GoFind Platform and its other services, there can be no assurance that cyber-attacks, such as distributed denials of service, will not be attempted in the future, and that any of the Company’s enhanced security measures will be effective. The Company may be prone to attacks on its infrastructure intended to steal information about its technology, financial data or user information or take other actions that would be damaging to the Company and users of the GoFind Platform. Any significant breach of the Company’s security measures or other disruptions resulting in a compromise of the usability, stability and security of the Company’s network or services (including the GoFind Platform) may adversely affect the trading price of the Tokens.

General global market and economic conditions may have an adverse impact on the Company’s operating performance and cash flows

The Company has been and could continue to be affected by general global economic and market conditions. Challenging economic conditions worldwide have from time to time, contributed, and may continue to contribute, to slowdowns in the information technology industry at large. Weakness in the economy could have a negative effect on the Company’s business, operations and financial condition, including decreases in revenue and operating cash flows. Additionally, in a down-cycle economic environment, the Company may experience the negative effects of increased competitive pricing pressure and a slowdown in commerce and usage of the GoFind Platform. Suppliers on which the Company relies for servers, bandwidth, location and other services could also be negatively impacted by economic conditions that, in turn, could have a negative impact on the Company’s operations or expenses. There can be no assurance, therefore, that current economic conditions or worsening economic conditions or a prolonged or recurring recession will not have a significant adverse impact on the Company’s business, financial condition and results of operations and hence the GoFind Platform, which would correspondingly impact the trading price of the Tokens.

Company, GoFind Platform or Tokens may be affected by newly implemented regulations

Cryptocurrency trading is generally unregulated worldwide, but numerous regulatory authorities across jurisdictions have been outspoken about considering the implementation of regulatory regimes which govern cryptocurrency or cryptocurrency markets. The Company or the Tokens may be affected by newly implemented regulations relating to cryptocurrencies or cryptocurrency markets, including having to take measures to comply with such regulations, or having to deal with queries, notices, requests or enforcement actions by regulatory authorities, which may come at a substantial cost and may also require substantial modifications to the GoFind Platform. This may impact the appeal of the GoFind Platform for users and result in decreased usage of the GoFind Platform. Further, should the costs (financial or otherwise) of complying with such newly implemented regulations exceed a certain threshold, maintaining

the GoFind Platform may no longer be commercially viable and the Company may opt to discontinue the GoFind Platform and/or the Tokens. Further, it is difficult to predict how or whether governments or regulatory authorities may implement any changes to laws and regulations affecting distributed ledger technology and its applications, including the GoFind Platform and the Tokens. The Company may also have to cease operations in a jurisdiction that makes it illegal to operate in such jurisdiction or makes it commercially unviable or undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction. In scenarios such as the foregoing, the trading price of the Tokens will be adversely affected, or Tokens may cease to be traded.

Management of growth

The ability of the Company to implement its strategy requires effective planning and management control systems. The Company's growth plans may place a significant strain on its management and operational, financial and personnel resources. Consequently, the Company's future growth and prospects will depend on its ability to manage this growth. The value of Tokens is dependent upon the Company achieving the aims set out in this document. There can be no guarantee that the Company will achieve the level of success that it expects. There can be no guarantee that the Company will be able to complete development of the GoFind Platform described in the Whitepaper with the sums raised during the Token Sale or that the Company will not need any further capital nor that any future capital raisings be successful. Whilst various scenarios are set out in the White Paper, which describe the Company's aspirations regarding the development of a blockchain, there is no guarantee that the Company will be able to achieve its objectives with the revenue derived from the Token Sale. If the Company is forced to raise further funds to complete any development it has commenced, there is no guarantee that any further sums will be raised and the Company may be forced to abandon some or all of its stated objectives or to materially alter its business model. This may impact the value of Token adversely.

Business development activity

Businesses activities undertaken by the Company now or in the future may not deliver target outcomes and may expose the Company to additional operational and financial risk. Business development activities entail a number of risks, including that they may be based on incorrect assumptions or conclusions and the Company may suffer on account of unanticipated costs and/or liabilities and other unanticipated effects. The occurrence of any of these events could have a material adverse impact on the Company's financial position and could also impact its ability to enter into other territories.

Token holders will have no voting rights & may have conflicts of interest with shareholders of the Company

Certain team members and advisors of the Company, who control in excess of a certain % of the equity share capital of the Company will be able to exercise significant influence over the Company's corporate actions and activities and the outcome in general of matters pertaining to the Company, including the appointment of the Company's board of directors and the approval of significant change of control transactions.

Management of intellectual property

The ability to protect its intellectual property, in particular its trade secrets and know-how and the ability to operate without infringing the proprietary rights of third parties is an important aspect of the Company's competitive advantage. As the business grows the Company may be subject to claims in relation to infringement of trademarks, patents or other proprietary rights. Adverse judgments against the Company

may give rise to significant liability in monetary damages and legal fees. Any litigation brought against the Company, whether or not determined in the Company's favor or settled by the Company, could result in lengthy litigation which may be costly and time consuming. Even claims without merit could deter potential business partnerships and have a detrimental effect on the Company's business. Adverse judgments against the Company may give rise to significant liabilities or an inability to operate in particular territories. Further there is no assurance that others have not developed or will not develop similar events, incorporating similar intellectual property or infringe any of the Company's intellectual property rights.

Company does not owe the Token holders any fiduciary duties

Shareholders in private companies are generally owed an obligation by management of good faith, fairness in all dealings and other fiduciary duties. However, to the extent permitted by law, the Token holders will not be entitled to any such protections from the Company. Accordingly, the Token holders will have very limited, if any, rights of recovery against the Company if such parties engage in gross negligence or act against the interests of the Token holders. Furthermore, the Company has no obligation to the Token holders to enforce any rights that it may be deemed to have against Company, its management or any company associated with the Company.

Litigation

Whilst the Company intends to take such reasonable precautions as it regards appropriate to avoid or minimize the likelihood of any legal proceedings or claims against the Company (including any of its team members or advisors), which may lead to financial loss, there can be no guarantee that litigation may be brought against the Company. Equally, there can be no assurance that any claimants in any litigation will not be able to devote substantially greater financial resources to any proceedings against the Company. Any litigation, whether determined or not in the Company's favor may be costly, may divert management's attention away from the day-to-day business of the Company and may have a material adverse effect on the financial position of the Company.

Retention of key executives & staff

The Company's development and prospects are dependent upon the continued services and performance of its team members, advisors and other key personnel. The Company will be managed by certain key personnel, who may be difficult to replace. Furthermore, the key members of management may be unable to provide their services to the Company for reasons outside of their or the Company's control, for example, for reasons of poor health. The permanent or temporary loss of any key individual or the inability to attract appropriate personnel could impact on the Company's ability to execute its business strategy successfully, which could negatively impact upon the Company's future performance.

There may be unanticipated risks arising from the Tokens

Cryptographic tokens such as the Tokens are a relatively new and dynamic technology. In addition to the risks included in this Annex, there are other risks associated with your purchase, holding and use of the Tokens, including those that the Company cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Annex.

OTHER RISKS

The Tokens are subject to risks associated with the Ethereum blockchain

Because the Tokens are based on the Ethereum blockchain, any malfunction, breakdown or abandonment of the Ethereum blockchain may have a material adverse effect on the Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Tokens, including the utility of the Tokens, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum blockchain, or attacks by miners in the course of validating Token transactions on the Ethereum blockchain, including, but not limited to, double-spend attacks, majority-mining-power attacks, and selfish-mining attacks.

Loss or destruction of the Token holders private key to their wallet

The loss or destruction of an Token holder's private key required to access their ERC-20 compatible wallet may be irreversible. Each Token holder is required to safeguard their private keys contained in their wallet. Where such private key of an Token holder is lost, missing, divulged, destroyed or otherwise compromised, neither the Company nor anyone else will be able to help the Token holder access or retrieve the related Tokens.

The tax treatment of the Tokens is uncertain

Tax treatment and characterization of the Tokens is uncertain. You must seek your own tax advice in connection with purchasing the Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes, indirect taxes and tax reporting requirements.

Malfunction, breakdown or abandonment of Ethereum protocol

If there was a malfunction, breakdown or abandonment of Ethereum protocol, this would lead to immediate loss of confidence among the Tokens and other Token holders such that the trading price of the Tokens would decline for reasons unrelated to the Company's business, financial condition or operating results. The trading price of Tokens might also decline in reaction to events that affect other companies in the industry, even if these events do not directly affect the Company. Each of these factors, among others, could materially harm the value of the Tokens.

Potential loss of digital currencies, wallet risks & general cybersecurity risks

There have been various reports of digital wallets being hacked and keys to digital wallets being lost which could lead to loss of Tokens. There is a risk of a 51% attack on the Ethereum network whereby an organization able to control the majority of the network mining power or hashrate with the aim of revising transaction history and preventing new transactions from confirming.