

## TERMS OF SALE FOR ONE GAME TOKENS (OGT)

### INTRODUCTION

*[NOTE: These terms are subject to further changes and will be amended from time to time until the Sale Period commences. Please refer to the latest version BEFORE purchasing any OGT (as defined below) once the Sale Period commences.]*

Please read these Terms of Sale (as defined below) of the OGT (as defined below) carefully. The OGT will be issued by One Game Foundation Ltd. (UEN: 201810158R) or an affiliate. Note that clause 16 contains a binding arbitration clause and class action waiver, which affects your legal rights. If you do not agree to these Terms of Sale, do not purchase the OGT.

By accessing and using the information contained on the Website of the Company located at <https://one.game/> (being the "Website" as defined below) or by purchasing the OGT offered, you acknowledge that you have read these Terms of Sale as well as the Service Terms and Policies (as defined below) of the Website, and that you agree to be bound by them. If you do not agree to all of the terms and conditions as stated in these two documents, you are not permitted to be, nor will you be considered, an authorized purchaser of the OGT and you should not purchase or use any OGT. The Company reserves the right to change, modify, add or remove any of these Terms of Sale at any time for any reason. We suggest that you review these Terms of Sale periodically for changes. Such changes shall be effective immediately upon posting on the Website. You acknowledge that by accessing our Website or using the Platform or Platforms (including <https://one.game/> and applications) (the "Platforms") after we have posted changes to these Terms of Sale, you are agreeing to such modified terms.

The purchase of the OGT shall not be construed as an investment or a financial contribution or any form of financial assistance. None of the information contained in this document are intended to form the basis for any investment decision. OGT are not intended to constitute securities (including but not limited to shares, debentures, units of a collective investment scheme or business trust, or any other form of regulated investment, capital markets product, or investment product as contemplated in the securities laws of Singapore or any other jurisdiction.

The holder of any OGT issued by the Company is not entitled to any form of dividend, whether guaranteed or not, or other revenue right. Token Holders will not incur any liability to the Company (or any other company, enterprise or undertaking) nor will they enter into mutual covenants, or agree to rights and obligations, with other Token Holders. Token Holders are only entitled to purchase premium features on the Platforms, to access different levels of functionalities in terms of making contributions to the Platforms, or be entitled to other benefits associated with the purchase of OGT, in accordance with the terms set out in these Terms of Sale.

These Terms of Sale set out the terms of sale of the OGT that you are agreeing to in order to purchase the OGT and these Terms of Sale, or any other document that they refer to, or that may be produced or signed or issued by the Company, are not, nor are they intended to be, a prospectus or offer document of any sort and are not intended to constitute an offer of securities to any person in Singapore or elsewhere. These Terms of Sale have not been reviewed or approved by regulators of financial services in Singapore or any other jurisdiction, and the Company will not procure such review or obtain such approval.

You are not eligible and you are not to purchase any OGT in the Token Sale if you are one of the persons or category of persons listed in clause 3.2.

The Company expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this document, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting there(iv) usage, purchase or resale of the OGT.

If you are in any doubt as to the action you should take part in the Token Sale, you should consult your legal, financial, tax or other professional advisor(s). If you do not agree to these terms, please do not accept these Terms of Sale or purchase any OGT.

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## TERMS OF SALE OF THE OGT – SALE

### 1. DEFINITIONS

The following terms shall, for the purpose of these Terms of Sale, have the following meaning:

“**Applicable laws**” means the laws of the Republic of Singapore;

“**OGT**” means the tokens to be issued by the Company to the Token Holders for the purpose as set out in clause 5 of these Terms of Sale;

“**Communications**” shall have the meaning set out in clause 9.3 of these Terms of Sale;

“**Company**” means One Game Foundation Ltd., a company incorporated in Singapore, UEN 201810158R, with its registered address at 68 Circular Road #02-01, Singapore 049422;

“**Cryptocurrency(ies)**” means a digital currency, also referred to as a token, in which encryption techniques are used to regulate the generation of units of the currency and to verify the transfer of the currency and which operates independently of the central bank of a country. Such digital currency is not legal tender issued by any central bank nor does it confer any interest in the ownership of, or debt relating to, any asset or property;

“**Disruption Event**” shall have the meaning set out in clause 18.2 of these Terms of Sale;

“**Indemnified Parties**” shall have the meaning set out in clause 12.1 of these Terms of Sale;

“**Maximum Sale Amount**” shall have the meaning set out in clause 4.1 of these Terms of Sale;

“**MAS**” means the Monetary Authority of Singapore;

“**New Tokens**” shall have the meaning set out in clause 10.4 of these Terms of Sale;

“**OG User**” shall have the meaning set out in clause 5.1 of these Terms of Sale;

“**One Game**” shall have the meaning set out in clause 5.1 of these Terms of Sale;

“**Personal Information**” shall have the meaning set out in clause 6.1 of these Terms of Sale;

“**Platform**” or “**Platforms**”) shall have the meaning set out in the Introduction of these Terms of Sale;

“**Privacy & Data Protection Policy**” shall have the meaning set out in clause 6.3 of these Terms of Sale;

“**Publicity Documents**” shall have the meaning set out in clause 2.5 of these Terms of Sale;

“**Sale Period**” means the period between July 20, 2018 to August 20, 2018, inclusive of both days;

“**Services**” shall have the meaning set out in clause 5.1 of these Terms of Sale;

“**Service Terms and Policies**” shall have the meaning set out in clause 2.3 of these Terms of Sale;

“**Suspension Period**” shall have the meaning set out in clause 18.1 of these Terms of Sale;

“**Terms of Sale**” means these terms of sale for the sale and purchase of OGT which are being offered only to persons selected by the Company;

“**Token Sale End Date**” shall have the meaning set out in clause 4.1 of these Terms of Sale;

“**Token Holder**” (and where the context requires, “**you**” or “**your**”) means and shall refer to any person or entity (whether incorporated or not) who purchases the OGT;

“**Token Sale**” means the sale of the OGT under these Terms of Sale conducted only during the Sale Period to persons selected by the Company, and is intended to be a one-time open sale;

“**Whitepaper**” shall have the meaning set out in clause 2.5(a) of these Terms of Sale

“**Website**” means the website at <http://one.game>.

## **2. SCOPE OF THE TERMS OF SALE**

- 2.1. These Terms of Sale shall govern the sale and purchase of OGT from the Company during the Sale Period.
- 2.2. The proceeds from the Token Sale will be deployed to support development and enhancement of the Platforms, including the addition of further modules and premium features.
- 2.3. Any use of OGT with respect to the Platforms shall be governed by the terms and policies, as set out on the Company’s Website (“**Service Terms and Policies**”). The Company has the right to amend the Service Terms and Policies at its sole discretion from time to time.
- 2.4. In the event of any conflict or inconsistency between these Terms of Sale and the Service Terms and Policies, the Service Terms and Policies shall prevail.
- 2.5. The following documents:
  - (a) the finalised, published and adopted version or draft of the whitepaper accessible on the Website at [http://one.game/whitepaper\\_en.pdf](http://one.game/whitepaper_en.pdf) (the “**Whitepaper**”), or any other documents uploaded on the Website, and any other marketing and publicity channels (collectively, the “**Publicity Documents**”); and
  - (b) any website or other social media channels directly or indirectly linked to the Whitepaper or the Publicity Documents (other than the Communications);

do not form part of these Terms (except as expressly provided for in clause 4.1 below), and any information in the Whitepaper and the Publicity Documents are not, nor are they intended to be, representation or warranties in respect of the OGT.

### 3. RESTRICTIONS ON ELIGIBILITY TO PURCHASE OGT

#### Ineligibility to participate

- 3.1. You shall not participate in the Token Sale if there are applicable legal restrictions in your country of residence or domicile. 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 laws, regulatory requirements or rules in your country of residence or domicile or in any jurisdiction applicable to you, at the time of your intended purchase of OGT in the Token Sale.
- 3.2. You are not eligible and you are not to purchase any OGT in the Token Sale if:
- (a) you are physically resident in or a tax resident of the Republic of Singapore, People's Republic of China, or Republic of Korea, or if you are a citizen of the any of these three countries, or if you are not a natural person, incorporated, registered, established or otherwise domiciled in the any of these three countries;
  - (b) you are physically resident in or a tax resident of the United States of America or if you are a citizen, or green card holder of the United States of America, or if you are not a natural person, incorporated, registered, established or otherwise domiciled in the United States of America;
  - (c) you or any person (whether a natural person or legal person) on whose behalf you are accepting and agreeing to these Terms of Sale:
    - (i) are or is on the list of designated individuals or entities identified in the following statutes of Singapore and subsidiary legislation made under such statutes: Monetary Authority of Singapore Act (Chapter 186), the United Nations Act (Chapter 339), the Terrorism (Suppression of Financing) Act (Chapter 325), or such other law, regulation or rule as may be prescribed by MAS or the Ministry of Home Affairs or any government ministry agency or statutory board in Singapore from time to time; or
    - (ii) are or is located, organised or resident in a country or territory that is subject to sanctions, embargoes or similar measures issued by the United Nations; or
  - (d) such Token Sale is prohibited, restricted or unauthorised in any form or manner whether in full or in part under the laws, regulatory requirements or rules in any jurisdiction applicable to you, at the time of your intended purchase of OGT in the Token Sale.

#### Whitelisting for the Token Sale

- 3.3. Only participants who have been successfully whitelisted by the Company and are deemed eligible its sole and absolute satisfaction may purchase OGT in the Token Sale. The whitelisting procedure includes the Know-Your-Customer ("KYC") process described in clause 7, and

additional requirements may be set out in the registration page(s) of the Website when you register your interest in the OGT. You will be required to provide the Personal Information listed in clause 6.

**4. SALE PERIOD AND MAXIMUM SALE AMOUNT**

4.1. The details of the Token Sale are as follows, but items (2) to (6) in the table below may be amended by the Company from time to time and at any time, by updating such details on the Website or any other website on which the Token Sale is hosted. In addition, the Company may update you in respect of item (4) through the Communications under clause 9.3. You should refer to the registration page(s) of the Website for the updated details at the time of your purchase

<b>1) Token Sale start date and time</b>	12 AM GMT + 0 on July 20, 2018 (the <b>“Token Sale Start Date”</b> )
<b>2) Token Sale end date and time</b>	12 PM GMT + 0 on August 20, 2018 ( <b>“Token Sale End Date”</b> )
<b>3) Maximum number of OGT to be sold under this Token Sale</b>	2 billion OGT ( <b>“Maximum Sale Amount”</b> )
<b>4) Price per OGT</b>	0.0075 USD
<b>5) Minimum Purchase Amount</b>	0.2 ETH
<b>6) Maximum Purchase Amount per participant</b>	100 ETH

4.2. In the event that the Maximum Sale Amount is achieved, the Company may end the Token Sale before the Token Sale End Date.

4.3. The price of OGT is as set out in item (4) of the table in Clause 4.1, but may be subject to minor adjustments just before the Token Sale Start Date in which case the revised price will be updated on the Website or any other website on which the Token Sale is hosted. You acknowledge and agree that there may be glitches in computer systems, including the systems that run on such websites, and there may be unforeseen mistakes in the price of OGT being displayed on such websites. If the price of OGT is displayed as being much higher or lower on such websites during the Sale Period than as set out in item (4) of the table in Clause 4.1, please do not purchase any OGT until you have clarified the price discrepancy with us.

**5. NATURE OF OGT AND PURPOSE OF THE SALE OF OGT**

5.1. The Company has developed and will continue to develop and deploy a Platform or Platforms which allows users to participate in a decentralized virtual world built using blockchain

technology known as “**One Game**”. As described in the White Paper, One Game is decentralized and evolves with its community, including its developers and players (“**OG Users**”). OG Users are rewarded with OGT if they have contributed to the development and evolution of One Game, based on algorithm and protocols further described in [http://one.game/whitepaper\\_en.pdf](http://one.game/whitepaper_en.pdf). An OGT is the utility token to be used in One Game or on the Platforms, and may be used to purchase virtual property, goods and services in One Game. These and other uses of OGT in One Game may be found in the section titled “B. OGT Usage” of the White Paper. The Platforms will allow OG Users participate in the virtual economic transactions among one another by using OGT, and also provide OG users with user avatars, virtual land systems, game assets, gaming scripts and other developer tools (collectively, the “**Services**”).

- 5.2. OGT may also used to provide the following two functionalities (i) means of payment for purchase of premium services and in-app features on the Platforms (in addition to their purchase of the virtual services in the One Game world); and (ii) an incentive mechanism and to assist OG users to track and record their contributions to One Game and the Platforms in order to earn rewards.
- 5.3. Other than the rights as set out in clauses 5.1 and 5.2 above, the Token Holders shall not have any other rights on the Platforms, as they are utility tokens on a blockchain. The OGT also do not represent or confer any ownership right or governance rights or stake, share or security or equivalent right, or any right to receive any dividend, share in revenue, or any form of voting right or participation right in the Company or any other company, or any rights associated with a debt or debenture, or any rights of a holder of units in a collective investment scheme or fund. OGT are not intended to constitute securities (including but not limited to shares, debentures, units of a collective investment scheme or business trust, or any other form of regulated investment or investment product as contemplated in the securities laws of Singapore or any other jurisdiction. The Company is a company limited by guarantee, and accordingly, it is not possible to acquire any shares of the Company. The Company will also not repurchase or otherwise buy back any OGT except as provided in clause 8 or 17. As a holder of OGT, you are expected to contribute to the Platforms by participating in order to obtain any rewards. Please refer to the Whitepaper for details of how to gain rewards as a contributor. The Company does not intend to list, nor facilitate the listing of OGT on any exchange or to otherwise facilitate the secondary trading of OGT.
- 5.4. The OGT are not and shall not be construed as any form of digital currency (other than the OGT themselves being the native and dedicated utility tokens for the Platforms), shares or security, commodity or any kind of financial instrument or product. It is your responsibility to determine if the OGT purchased by you, as per these Terms of Sale, are digital currency, shares or security, commodity or any kind of financial instrument or product or shall be construed as digital currency, shares or security, commodity or any kind of financial instrument or product under any laws, rules or regulations which are applicable to you and you shall comply with the all such laws, rules, or regulations accordingly.
- 5.5. The OGT are not intended to be marketed, offered for sale, purchased, sold, or traded in any jurisdiction where they are prohibited by applicable laws or require further registration with any applicable governmental authorities.

## 6. **PERSONAL INFORMATION**



- 6.1. The Company may be required to obtain certain information about you in order to complete the sale of the OGT (“**Personal Information**”). If the Company so requires, and you do not provide the information, then the Company may be unable to complete the sale or deliver the OGT to you.
- 6.2. To purchase OGT, you will be required to provide at least the following information:
  - (a) Your full name;
  - (b) A copy of your passport or other identification document issued by the government of the jurisdiction in which you are a citizen or reside;
  - (c) Your postal and electronic mail addresses;
  - (d) Your telephone number with the respective country code; and
  - (e) The address of the Ethereum Wallet (e.g. MyEtherWallet or MetaMask) from, vault or other storage mechanism which you will be sending ETH to pay for OGT and to which the Company will be allocating the OGT purchased at the Token Sale to you.

You may be required to provide further information at the point of sale, including a certification or explanation as to the source of your funds, and cryptocurrencies. You may also provide the Personal Information to the Company at any time before the commencement of the Sale Period, including through a submission form through Telegram, a messaging system, or by email. In addition, for its Know-Your-Customer and Anti-Money Laundering (“**KYC / AML**”) checks, the Company may continue to ask for and you agree to provide, information as and when requested, even after the Sale Period.

- 6.3. The Company may collect, store, use, process and disclose Personal Information, in accordance with its Privacy & Data Protection Policy, which outlines the Company’s practices in relation to the collection, storage, use, processing and disclosure of your personal data, as set out on the Company’s Website (the “**Privacy & Data Protection Policy**”).

## 7. **KYC PROCESSES**

In order to adhere to Applicable laws and to implement good faith efforts to avoid money laundering, the Company will be implementing a KYC/AML process for purchasers of OGT. This process will entail the following:

- (a) if you had not already provided to the Company the Personal Information required under clause 6.2 and any other documents required by the Company (including a self-certification that you are not prohibited from participating in the Token Sale), you will be required to register on the Website, and provide your Personal Information, identifying documentation, and a self-certification that you are not excluded from the Token Sale based on the terms outlined by the Company in these Terms of Sale (or elsewhere).
- (b) During the Token Sale, you will only send funds to the Ethereum Wallet specified by the Company from the Ethereum Wallet registered during the KYC process under clause 6.2 or other type of account from which funds were contributed to the designated Token Sale address for the purchase of the OGT, as the case may be. Funds sent from an unregistered

or unidentified wallet address will be rejected.

## **8. CANCELLATION OF PURCHASE OR REFUNDS**

- 8.1. **Your purchase of OGT from the Company during the Sale Period is final**, and there are no refunds or cancellations except as provided in these Terms of Sale, or as may be required by Applicable laws. The Company reserves the right to refuse or cancel OGT purchase requests at any time in its sole discretion.

## **9. OGT SALE PROCEDURES, SPECIFICATIONS AND SECURITY**

- 9.1. The Company proposes to offer for sale the OGT in accordance with these Terms of Sale, for the purpose of utilising the funds from the sale of the OGT towards the development and deployment of the Platforms and facilitate the provision of Services on the Platforms.

- 9.2. By purchasing OGT, you acknowledge that you understand and have no objection to these procedures and material specifications.

- 9.3. The procedures for the purchase of OGT s under this Token Sale, and the purchase price of the OGT, are as set out in the portal for the purchase of OGT on the Website, and

(a) any blog posts and announcements published by the Company on any other website,

(b) messages sent through Telegram or other messaging systems used by the Company and you, and

(c) email(s) from the Company to you,

(collectively, the “**Communications**”).

You are only permitted to participate in this Token Sale as you have been selected by the Company and its partners through the process outlined on the Website and as set out in clauses 6 and 7.

- 9.4. For purposes of your payment in Ethereum (“**ETH**”) to purchase OGT in the Token Sale, you shall have the sole responsibility for implementing reasonable measures to establish and maintain, in fully operational, secure and valid status, access to the Ethereum Wallet , vault or other storage mechanism which adheres to and supports the ERC-20 Token Standard which you use to receive and hold the BIXT you purchase from the Company, and maintain, in your fully secure possession, the credentials for accessing such wallet including any requisite private key(s) or other credentials necessary to access such storage mechanism(s).

- 9.5. For purposes of your receipt of OGT purchased from the Token Sale, you shall have the sole responsibility for implementing reasonable measures to establish and maintain, in fully operational, secure and valid status, access to the Ethereum Wallet vault or other storage mechanism as may be provided by you to the Company and maintain, in your fully secure possession, the credentials for accessing such wallet including any requisite private key(s) or

other credentials necessary to access such storage mechanism(s). You shall also provide to the Company through the Website at the time when making payment in ETH or such other time as required by the Company, for purposes of your receipt of OGT, the address of the Ethereum Wallet as referred in this clause.

- 9.6. If your private key(s) or other access credentials are lost, you may lose access to your OGT. The Company is not and shall not be responsible for any such losses, hack or theft of cryptocurrencies from any of the cryptocurrency wallets referred to in clauses 9.4 and 9.5, you acknowledge and confirm that you shall have no rights, claims or causes of action in any way whatsoever against the Company.
- 9.7. Any obligation of the Company to deliver any OGT purchased during the Token Sale under these Terms to you shall be subject to your compliance with the provisions of clauses 9.4 to 9.5. In the event that the Company is unable to deliver any OGT purchased under these Terms of Sale to you due to your Ethereum Wallet not being initialised, valid or operational, the Company may, at its sole and absolute discretion, hold such OGT or do such other acts as it may determine and shall not be obliged to deliver any OGT to you or provide you with any refund.
- 9.8. At the end of the Token Sale, The Company shall use its best endeavours to allocate the appropriate number of OGT for such confirmed purchases to such KYC-approved address of the Ethereum Wallet as may be provided by you to the Company in accordance with clause 6.2 or other type of account from which funds were contributed to the designated Token Sale address for the purchase of the OGT on such date as may be announced by the Company on its Publicity Documents after the Token Sale End Date.

## 10. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

- 10.1. You acknowledge and agree that there are risks associated with purchasing the OGT, holding the OGT, and using the OGT on the Platforms, details of which are set out in **Annexure 1 (“Risks”)**. By purchasing the OGT, you expressly acknowledge and assume the Risks.
- 10.2. Before you purchase the OGT, you may visit <https://github.com/OneGameFoundation> and <https://m.one.game/>.
- 10.3. If you have any questions regarding the Risks, please contact us at [contact@one.game](mailto:contact@one.game).
- 10.4. The Company reserves the right to migrate from the Ethereum protocol to another protocol (that may not exist today) and may replace your OGT with a different type of tokens (“**New Tokens**”). As disclosed in the White Paper, each OGT is an ERC20 compatible token initially issued on top of the Ethereum blockchain and will then swapped to a *Deepbrain Chain* token. You agree that by purchasing OGT and accepting these Terms of Sale, you will exchange your OGT for the New Tokens in order to continue purchasing the premium services or contributing content and participating on the Platforms. If the Company does migrate from the Ethereum protocol to another protocol, it will update these Terms of Sale, and post an announcement on the Website.

## **11. REPRESENTATIONS AND WARRANTIES**

### **11.1. By purchasing the OGT, you represent and warrant that:**

- (a) You have sufficient understanding of and experience with cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand these Terms of Sale and to understand the Risks and implications of purchasing OGT;
- (b) You have read and understand these Terms of Sale (including all Annexures);
- (c) You have obtained sufficient information about OGT to make an informed decision to purchase OGT;
- (d) You understand that OGT confer only the right to purchase premium features on the Platform and perform functionalities such as content writing, voting and commenting on the Platforms, and confer no other rights of any form with respect to the Company, including, but not limited to, any opportunity for you to participate in or receive profits, income, or other payments or returns arising from or in connection with the Platforms, the OGT or the proceeds of the Token Sale, or to receive sums paid out of such profits, income or other payments or returns, or any voting, distribution, redemption, liquidation, or other financial or legal rights;
- (e) You acknowledge and agree that These Terms of Sale have not been reviewed or approved by MAS or the regulators of financial services in any other jurisdiction, and the Company will not procure such review or obtain such approval;
- (f) Your purchase of OGT complies with applicable laws and regulation in your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction for the purchase of the OGT and entering into contracts with the Company, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained. By your acceptance of these Terms of Sale and any part thereof, you have observed and complied with all such restrictions at your own expense and without liability to the Company;
- (g) You are not purchasing OGT for any uses or purposes other than to utilise the Services provided by the Company on the Platforms, including, but not limited to, any investment, speculation or other financial purposes;
- (h) You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of the OGT;
- (i) If you are purchasing OGT on behalf of any entity, you are authorised to accept these Terms of Sale on such entity's behalf and that such entity will be responsible for breach of these Terms of Sale by you or any other employee or agent of such entity; and

- (j) You are not a resident of or registered under the laws of the United States of America, Singapore, the People's Republic of China or the Republic of Korea, or any other jurisdiction that has in effect a ban or restriction on initial coin offerings or token sales being offered to the residents of that jurisdiction, or any jurisdiction referred to in clause 3.2(c).

## **12. INDEMNIFICATION**

- 12.1. To the fullest extent permitted by Applicable laws, you will indemnify, defend and hold harmless Company and the Company's 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 (the "**Indemnified Parties**") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your purchase or use of the OGT, (ii) your responsibilities or obligations under these Terms of Sale, (iii) your violation of these Terms of Sale, or (iv) your violation of any rights of any other person or entity.
- 12.2. The Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under clause 12.1. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

## **13. DISCLAIMERS**

- 13.1. To the fullest extent permitted by the Applicable laws and except as otherwise specified in a writing by the Company, (i) OGT are sold on an "as is" and "as available" basis without warranties of any kind, and the Company expressly disclaims all implied warranties as to the OGT, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement; (ii) the Company does not represent or warrant that OGT are reliable, current or error-free, meet your requirements, or that defects in the OGT will be corrected; (iii) the Company cannot and does not represent or warrant that the OGT or the delivery mechanism for OGT are free of viruses or other harmful components; and (iv) the Company does not and will not arrange for, guarantee or facilitate any trades, settlements, of OGT or other token transfers, and the Company shall not be responsible for any faulty trades or incorrect prices that may occur.
- 13.2. Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this clause may not apply to you.

## **14. LIMITATION OF LIABILITY**

- 14.1. To the fullest extent permitted by Applicable laws or the applicable laws of any other jurisdiction: (i) in no event will the Company or any of the indemnified parties be liable for any indirect, special, incidental, consequential, or exemplary damages of any kind (including, but not limited to, where related to loss of revenue, income or profits, loss of use or data, or damages for business interruption) arising out of or in any way related to the sale or use of the OGT or due to loss of any private keys or loss of passwords in relation to OGT or the Platforms or

otherwise related to these Terms of Sale, now or in the future, regardless of the form of action, whether based in contract, tort (including, but not limited to, simple negligence, whether active, passive or imputed), or any other legal or equitable theory (even if the party has been advised of the possibility of such damages and regardless of whether such damages were foreseeable); and (ii) in no event will the aggregate liability of the Company and the Indemnified Parties (jointly), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), or other theory, arising out of or relating to these Terms of Sale or the use of or inability to use the OGT, exceed the amount you pay to the Company for the OGT.

- 14.2. The limitations set forth in clause 14.1 will not limit or exclude liability for the gross negligence, fraud or intentional, willful or reckless misconduct of the Company. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this clause may not apply to you.
- 14.3. The Company shall not be liable for failure to perform due to force majeure events including, but not limited to, unavoidable casualty, delays in delivery of materials, embargoes, government orders, acts of civil or military authorities, acts by common carriers, emergency conditions (including weather conditions), or any similar unforeseen event that renders performance commercially implausible.

## **15. RELEASE**

- 15.1. To the fullest extent permitted by Applicable laws, you release Company and the other Indemnified Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties.

## **16. GOVERNING LAW AND JURISDICTION**

- 16.1. These Terms of Sale shall be governed by, construed under and enforced in accordance with the laws of Singapore, without regard to any conflict of law provisions. Any action in connection with, relating to or arising from this agreement shall be finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force ("**SIAC Rules**"). The tribunal shall consist of one arbitrator to be appointed in accordance with the SIAC Rules. All arbitration proceedings shall be in the English language. The decision of the arbitrator shall be final and binding.
- 16.2. If the decision of the arbitrator can, under Applicable laws, be appealed to the courts, or if either party seeks to set aside the arbitral award under Applicable laws, you agree to be subject to the jurisdiction of the courts in Singapore, to the extent relevant, and hereby waive any objection to such jurisdiction for the purpose of any such appeal or recourse to the courts.

## **17. TERMINATION OF TOKEN SALE**

- 17.1. The Company may be entitled to terminate the Token Sale at any time (including before the end of the Sale Period) for any reason by making an announcement on the Website and in particular (without prejudice to the generality of this clause), if:
- (a) The Company is required by Applicable laws to terminate the Token Sale for any reason;
  - (b) the Token Sale is considered illegal or irregular under the applicable laws of any jurisdiction, is prohibited, banned or forced to cease by any government in any jurisdiction; and
  - (c) the Company or the Platform(s) ceases to operate prior to the end of the Token Sale, including as a result of any force majeure event and cannot resume.
- 17.2. Upon termination of the Token Sale and with respect to payments which have been made to purchase OGT, the Company shall, within one (1) month from the date of termination, and provided always that you had provided your Personal Information under clause 6, refund the proceeds of the Token Sale (net of any and all costs incurred by the Company to prepare for, undertake and conduct the Token Sale) to you, provided that if the Company would have previously converted proceeds in part or whole into any fiat currency, the Company shall only be obliged to use the resulting amount in fiat currency to purchase the cryptocurrency at the prevailing market price and then refund the so acquired cryptocurrency (i.e. ETH) to the Token Holders on a pro rata basis. Other than as set forth in this clause 17.2, the Company shall be under no obligation to any holder of the OGT for the termination of the Token Sale. For the avoidance of doubt, a refund under this clause 17.2 is made pursuant to the termination of the Token Sale and shall not be construed as a buy-back of the OGT for any other reason.

## 18. DISRUPTION EVENT

- 18.1. In the event of a Disruption Event, the Company has the right to suspend the sale of OGT during the Sale Period. If the Company suspends the sale of OGT during the Sale Period (the “**Suspension Period**”) pursuant to this clause 18, the Company will determine in its sole discretion whether to:
- (a) end the Sale Period on the scheduled end date; or
  - (b) extend the Sale Period for a period of 7 (Seven) days.
- 18.2. A “**Disruption Event**” shall mean (i) any event or occurrence that causes a disruption in the functionality of the Ethereum blockchain, and such disruption has a material adverse effect on the processing time for blockchain transactions, or (ii) if there is any delay in contracts, production, marketing, other events beyond the control of the Company.

## 19. TAXES

- 19.1. You shall declare, bear and pay all such taxes, duties, imposts, levies, tariffs and surcharges that might be imposed by the laws and regulations of any jurisdiction as a result of or in connection with the receipt, holding, use, purchase, appreciation, trading or divestment of the OGT, whether purchased during the Token Sale or otherwise acquired.

- 19.2. You shall be solely liable for all such penalties, claims, fines, liabilities or otherwise arising from your non-payment, underpayment, undue payment or belated payment of any applicable tax. The Company gives no advice and makes no representation as to the tax implications of your participation in the Token Sale.

## 20. MISCELLANEOUS

- 20.1. *Severability*: If any term, clause or provision of these Terms of Sale is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms of Sale and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms of Sale.
- 20.2. *Entire Agreement*: These Terms of Sale, the Service Terms and Policies and the Communications referred to in clauses 2.3 and 9.3, and the terms published on the order page or in the portal for the Token Sale, constitute the entire agreement between you and the Company relating to your purchase of the OGT from the Company, and such entire agreement supersedes all prior agreements, understandings and/or arrangements in relation to the Token Sale and the OGT.
- 20.3. *Assignment*: Except as otherwise provided in herein, these Terms of Sale are intended solely for the benefit of you and the Company and are not intended to confer third-party beneficiary rights upon any other person or entity. The Company may assign its rights and obligations under these Terms of Sale.
- 20.4. *Waiver*: The failure of the Company to exercise or enforce any right or enforce strict compliance or provision of these Terms of Sale will not operate as a waiver of such right or provision. The Company will not be liable for any delay or failure to perform any obligation under these Terms of Sale where the delay or failure results from any cause beyond the Company's reasonable control.
- 20.5. *No Partnership/ Joint Venture*: Purchasing the OGT from the Company does not create any form of partnership, joint venture or any other similar relationship between you and the Company.
- 20.6. *Title and Subtitles*: The titles and subtitles used in these Terms of Sale are used for convenient reference only and are not to be considered in construing or interpreting these Terms of Sale.
- 20.7. *Right to Amend*: The Company may revise these Terms of Sale from time to time in any circumstances, including but not limited to:
- (a) changes in the type of cryptocurrency used for the Token Sale;
  - (b) changes in the value and features of OGT;
  - (c) changes in the governing law and jurisdiction referred to in clause 16; and
  - (d) any other changes that may be required from time to time following changes to business practices, industry developments, or new regulatory requirements.



- 20.8. *Third Party Websites or Platforms:* The Company may provide certain hyperlinks to third party websites, and the inclusion of any hyperlinks or any advertisement of any third party on the Platform does not imply endorsement by the Company of their websites, products or business practices. If you access and use any third-party websites, products, services, platforms and/or business, you do so solely at your own risk for which the Company will bear no liability.
- 20.9. *Intellectual Property Rights:* The Terms of Sale 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 the Website, the Platform, or the Token Sale.
- 20.10. *Token Sale Jurisdiction:* The Token Sale is initiated and takes place worldwide and is not linked to any specific jurisdiction. In order to be eligible to participate, save as otherwise provided, you may be from any jurisdiction in the world, except for any jurisdiction where OGT may be classified or treated by any government, quasi-government, authority or public body as a kind of currency, securities, commercial paper, negotiable instrument, investment or where OGT may be otherwise banned, regulated or subject to certain legal restrictions.
- 20.11. *Third Party Rights:* Unless expressly provided to the contrary in these Terms of Sale, a third party has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce or to enjoy the benefit of any term of these Terms of Sale. Notwithstanding any term of these Terms of Sale, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of these Terms of Sale.

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## ANNEXURE 1

### RISKS AND ASSUMPTIONS

1. **Risk of Software Weakness:** You understand that OGT and the Platforms are still in early development stages and unproven. You understand that there is no warranty that the process for creating the Platforms will be error-free and that there is an inherent risk that the artificial intelligent technology to be implemented could contain weaknesses, vulnerabilities, bugs, etc., that could cause complete loss of OGT or the data on the Platforms.
2. **Risk of Losing Access to OGT Due to Loss of Private Key(s):** A private key, or a combination of private keys, is necessary to control and dispose of OGT stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing OGT will result in loss of such OGT. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your OGT.
3. **Risks Associated with the Ethereum Blockchain:** Because OGT are based on the Ethereum blockchain, any malfunction, breakdown or abandonment of the Ethereum blockchain or other technological difficulties may have a material adverse effect on or prevent or limit access to or use of OGT. Moreover, advances in cryptography, or technical advances such as development of the quantum computing, could present risks to the OGT by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum blockchain. Transactions involving tokens on the blockchain may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable.
4. **Risk of Hacking and Security Weaknesses:** Hackers or other malicious groups or organisations may attempt to interfere with the Platforms and OGT in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing.
5. **Risks Associated with Markets for OGT:** The Company does not intend to facilitate primary or secondary trading of OGT. If third party exchanges do permit the trading of OGT on their own initiative, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. OGT are not legal tender and are not backed by any government (as far as the Company is aware, at this time), and to the extent that third parties do ascribe an external exchange value to OGT, such value may be extremely volatile and diminish to zero.
6. **Risk of Uninsured Losses:** Unlike bank accounts or accounts at some other financial institutions, OGT are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by the Company, to offer recourse to you.

7. **Risks Associated with Uncertain Regulations and Enforcement Actions:** The regulatory status of digital tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the Platforms or part thereof, and OGT. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the Platforms or part thereof, and the OGT. Residents of certain jurisdictions may not be permitted to participate in the sale and purchase of cryptocurrencies or digital tokens such as OGT, and such participation may be illegal in such jurisdictions. Legislation prohibiting or regulating such token sales may be introduced in the jurisdiction of the purchasers of OGT.

New or revised legislation, regulations, administrative directives or guidelines issued by regulators, and regulatory actions could negatively impact on the Platforms and OGT in various ways. The Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

Regulators from the jurisdictions in which a purchaser of OGT resides may, after the sale and purchase of the OGT, conduct investigations and take regulatory action in respect of such sale and purchase, or prohibit the secondary sale and purchase of the OGT.

8. **Risks Arising from Taxation:** The tax characterisation of OGT is uncertain. You must seek your own tax advice in connection with purchasing OGT, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.
9. **Risk of Insufficient Interest in the platform:** It is possible that the Platforms will not be used by a large number of individuals, companies and other entities. Such a lack of use or interest could negatively impact the extended use of the Platforms and therefore the potential utility of OGT.
10. **Risk of an Unfavorable Fluctuation of Ether and Other Currency Value:** The Company intends to use the proceeds from selling OGT to fund business operations and the maintenance and development of the Platforms. The proceeds of the OGT sale may be converted into fiat currencies (or other cryptographic currencies). If the value of other cryptographic or fiat currencies fluctuates unfavorably during or after the Sale Period, the Company may not be able to fund development or may not be able to develop or maintain the Platforms in the manner that it intended.
11. **Risk of Dissolution of the Company:** It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of other cryptographic and fiat currencies, the failure of commercial relationships, or intellectual property ownership challenges, the Platforms may no longer be viable to operate and the Company may be liquidated.

12. **Risks Arising from Lack of Governance Rights:** Because OGT confer no governance rights of any kind with respect to the Platforms or the Company or its corporate affiliates, all decisions involving the Platforms or the Company will be made by the Company at its sole discretion, including, but not limited to, decisions to discontinue the Platforms, to create and sell more OGT, or to sell or liquidate the Company. These decisions could adversely affect the Platforms and the OGT you hold.
13. **Unanticipated Risks:** Cryptographic tokens such as OGT are a new and untested technology. In addition to the risks included in this Annexure 1, there are other risks associated with your purchase, holding and use of OGT, including those that the Company cannot anticipate. Such risks may further materialise as unanticipated variations or combinations of the risks discussed in this Annexure 1.
14. **Intellectual Property Claims:** Intellectual property rights claims may adversely affect the operation of the Platforms. Third parties may assert intellectual property claims relating to the holding and transfer of digital assets and their source code. Regardless of the merit of any intellectual property or other legal action, any threatened action that reduces confidence in the Platforms' long-term viability may adversely affect the value of the Company, the Platforms, or OGT. Additionally, a meritorious intellectual property claim could prevent you from accessing the Platforms.
15. **Nature of OGT :** As set out at the beginning of these Terms of Sale, and in clause 5, OGT are utility tokens to be used on a blockchain and grant the holder the right to access premium features on the Platforms, and to contribute more meaningfully to the content of the Platforms. OGT are not and are not intended to be "securities" as defined under Applicable laws, such as a share or debenture. Purchasers of OGT do not acquire any equity or security interest, in, or a debt owed by any corporate entity, and will not enjoy the rights normally associated with shares, debentures or other instruments normally classified as a security.
16. **Personnel risk:** The Platforms and OGT were developed by a team of core personnel and experts. There is a possibility that some members of the team may leave or cease to be part of the development of the Platforms and OGT.