

MEMELAND AIRDROP
TERMS AND CONDITIONS
7 November 2023 (Version 1.2)

1. OVERVIEW

- 1.1 Memeland Pte. Limited is a company duly incorporated under the laws of Singapore, with registered office at 160 Robinson Road #24-09 Singapore 068914 (“**Campaign Organiser**”) that is associated with the Project. The Project has launched a number of non-fungible token collections, namely, “You the Real MVP”, “The Potatoz” and “The Captainz”.
- 1.2 The Campaign Organiser now wishes to launch an airdrop campaign where Holders may, in the Campaign Organiser’s sole and absolute discretion, be able to receive a certain number of Tokens in accordance with these terms and conditions (“**Terms**”).
- 1.3 **Please read these Terms carefully, as they set out such terms which exclude or limit the Campaign Organiser’s liability to you and require you to provide certain representations and warranties to the Campaign Organiser. If you do not agree to these Terms, do not participate in the Airdrop.**
- 1.4 “**You**” refers to any person accessing or using the Website, and includes a person, company, corporation or other organization that has connected its Wallet to the Website (“**User**”). These Terms will govern the relationship between the Campaign Organiser and each User on a several, independent and separate basis.
- 1.5 In these Terms, except to the extent that the context requires otherwise, capitalized terms shall have the meaning ascribed to them in Clause 3.1.
- 1.6 Only Holders who have satisfied certain prerequisites as detailed in Clause 4 of these Terms may receive the Tokens as part of the Airdrop. If you do not satisfy the prerequisites, please disconnect your Wallet (if connected), cease usage of the Website and exit the Website immediately.
- 1.7 **The Campaign Organiser may revise these Terms from time to time in its sole and absolute discretion, with or without notice to you and any changes will be published and made available on the Website.** These changes shall take effect from the date of publication of the new terms, or such other date stated in the notice, and your continued access or use of the Website, and participation in the Airdrop from such date shall be deemed to constitute acceptance of the new Terms in their entirety. It shall be your sole responsibility to check the Website for such changes from time to time prior to connection of your Wallet, usage of the Website and/or participation in the Airdrop. Please review these Terms periodically to ensure that you understand all of the terms and conditions that apply to your access to and use of the Website, and participation in the Airdrop.

2. ACCEPTANCE OF TERMS

- 2.1 Your access and participation in the Airdrop is subject to these Terms, any Applicable Laws and such other notices, policies or conditions uploaded by the Campaign Organiser to the Website. By accessing and using any part of the Website, connecting your Wallet to the same, and

participating in the Airdrop, or clicking the checkbox acknowledging acceptance of these Terms, you irrevocably and unconditionally agree to be bound by the latest version of the Terms without variation or modification. **If you do not agree to these Terms, please disconnect your Wallet (if connected), cease usage of the Website, exit the Website immediately and do not participate in the Airdrop.** For the avoidance of doubt, the Campaign Organiser is not obliged to transfer any Tokens to you pursuant to the Airdrop.

- 2.2 **Notwithstanding acceptance of these Terms, the Campaign Organiser reserves the right, for any reason whatsoever, to reject your participation in the Airdrop (without having to account for such reasons) or abort the Airdrop at any time**, and you acknowledge and agree that none of the Campaign Organiser, its Affiliates, representatives, employees, directors and agents shall be liable for any special, incidental, direct, indirect, intangible, exemplary or consequential damages (including, but not limited to, where related to loss of revenue, income or profits, loss of use or data, or damages for business interruption), whether based in contract, tort, negligence, strict liability, or otherwise and whether within the parties' reasonable contemplation or not, arising out of or in connection with such rejection.

3. DEFINITIONS AND INTERPRETATION

- 3.1 In these Terms, except to the extent that the context requires otherwise, the following words and expressions shall have the following meanings:

"Affiliate"	:	Means in relation to a person, any other person which, directly or indirectly, controls, is controlled by or is under the common control of the first mentioned person from time to time, where "control" means the power to direct the management or policies of such company, whether through the ownership of more than 50 per cent of the voting power of such company, through the power to appoint a majority of the members of the board of directors or similar governing body of such company, through contractual arrangements or otherwise, and references to "controlled" or "controlling" shall be construed accordingly.
"Airdrop"	:	Means the airdrop campaign organised by the Campaign Organiser pertaining to the Tokens.
"Airdrop Token Smart Contract"	:	Has the meaning ascribed to it in Clause 5.1.
"Applicable Laws"	:	Means any law applicable under these Terms to any and all relations between the User and the Campaign Organiser.
"Approvals"	:	Has the meaning ascribed to it in Clause 6.1(b).
"Wallet Maps"	:	Means a specific type of digital rewards for wallets that joined The Captainz minting but didn't get a spot.
"Campaign Organiser"	:	Has the meaning ascribed to it in Clause 1.1.
"Content"	:	Means the content featured or displayed through the Website, including, without limitation text, data, articles, images, photographs, graphics, software, applications, designs, features and other materials which are available

		through the Airdrop or otherwise available through the Website.
“Holders”		Means NFT Holders, with or without Maps and Valuables, and owners of the Wallet bound with Wallet Maps.
“Intellectual Property Rights”	:	Has the meaning ascribed to it in Clause 11.1.
“Lock-up Restrictions”	:	Has the meaning ascribed to it in Clause 5.6.
“Maps and Valuables”	:	Means the collection of digital rewards received through Questing and the Wallet Maps.
“Maps and Valuables Snapshot Time”	:	Means the time on Oct 25th, 11PM HKT to determine the number and Traits of Maps and Valuables bound with an NFT or Wallet.
“Maximum Portion”	:	Has the meaning ascribed to it in Clause 5.1.
“Network Fees”	:	Administrative or gas fees payable for the use of or execution of transactions on a network.
“NFT”	:	Means a non-fungible token of any of the “You the Real MVP”, “The Potatoz” and “The Captainz” collections.
“NFT Holder”	:	Means a holder of at least one (1) NFT, and collectively, the “NFT Holders” .
“Project”	:	Means the “Memeland” project as described on the Website and includes the NFTs.
“Questing”	:	Means the NFT has been deposited into a Smart Contract accessible via an interface provided on memeland.com/dashboard, during which time the NFT is locked and may not be transferred or otherwise disposed of by the NFT Holder.
“Release Schedule”	:	The release schedule set out in Clause 5.8.
“Released”	:	Has the meaning ascribed to it in Clause 5.7.
“Smart Contracts”	:	Digital computer protocol intended to facilitate, verify and enforce the distribution of Tokens by the Campaign Organiser.
“S\$”	:	Means Singapore Dollars, being the lawful currency of the Republic of Singapore.
“Terms”	:	Has the meaning ascribed to it in Clause 1.2.
“Token Claim Period for Maps and Valuables”	:	Means a period beginning from Token Launch Day to sixty-nine (69) days after 100% of Token has been Released in accordance with the distribution in Table 5.4 for Maps and Valuables .

“Token Claim Period for NFTs”		Means a period beginning from Token Launch Day to sixty-nine (69) days after 100% of Token has been Released in accordance with the distribution in Table 5.4 for NFTs.
“Token Launch Day”	:	The date the Released Tokens are available to be claimed by at least one NFT Holder or owner of Wallet bound with Wallet Maps, such date to be determined by the Campaign Organiser in its absolute discretion.
“Tokens”	:	Means the fungible tokens known as “MEMECOIN” minted on the ERC-20 token standard.
“Trait”	:	Means the distinctive and specific attribute, characteristic, or feature that is inherent to or associated with the relevant NFT, Maps and Variables including but not limited to the NFT, Maps and Variables’ visual attributes and metadata.
“User”	:	Has the meaning ascribed to it in Clause 1.4.
“Wallet”	:	Means the digital wallet or other related token storage mechanism connected by a Holder to the Website.
“Website”	:	The website, memecoin.org and any webpages hosted thereon.

3.2 In these Terms, unless otherwise stated herein or the context or subject otherwise requires:

- (a) references to Clauses are to the clauses of these Terms;
- (b) words in the singular shall include the plural and vice versa;
- (c) references to one gender include other genders;
- (d) references to a person shall include a reference to a firm, a body corporate, an unincorporated association, a partnership or to an individual’s executors or administrators;
- (e) references to time and/or date in these Terms shall be construed as a reference to Hong Kong time and/or date;
- (f) the words “written” and “in writing” include any means of visible reproduction;
- (g) the headings of these Clauses are for convenience of reference only and do not affect their interpretation;
- (h) a reference to “includes” or “including” shall mean “includes without limitation” or “including without limitation”; and
- (i) references to “Terms” and “these Terms” are references to these Terms, amended in writing from time to time.

4. ELIGIBILITY

- 4.1 Before participating in the Airdrop, you must conduct your own due diligence and ensure that your participation complies with Applicable Laws. You should consult with professional advisors regarding the Airdrop before participating. You shall not participate in the Airdrop 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 Airdrop is not prohibited, restricted, curtailed, hindered, impaired or otherwise adversely affected by any Applicable Law, regulation or rule in your country of residence or domicile.
- 4.2 Eligibility to participate in the Airdrop. Participation in the Airdrop is intended for and extended only to a person or body corporate who satisfies the following, and by participating in the Airdrop, you hereby represent and warrant to the Campaign Organiser as follows:
- (a) you are at least eighteen (18) years' old, or the age of majority in your jurisdiction, whichever higher, and have the full right, power, and authority to enter into and comply with these Terms;
 - (b) you, and in the case where you are accepting these Terms on behalf of a body corporate, your ultimate beneficial owners, related corporations, directors or officers, employees, agents or other person acting on your behalf are not:
 - (i) the subject of sanctions administered or enforced by Singapore, the European Union, any country in the European Union, the United Nations Security Council, the United States of America, the Office of Foreign Control, or any other country or governmental authority (including the Monetary Authority of Singapore);
 - (ii) a citizen of, located in, resident in, or organized under the laws of, any jurisdiction that has been designated as a high-risk jurisdiction subject to a call for action by international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force (as at the date of these Terms, these are the Democratic People's Republic of Korea, Iran and Myanmar);
 - (iii) a citizen of, located in, resident in, or organized under the laws of any of the following jurisdictions:
 - (A) Democratic Republic of Congo;
 - (B) Libya;
 - (C) Somalia;
 - (D) South Sudan;
 - (E) Sudan;
 - (F) Russian Federation;
 - (G) Yemen; or

- (iv) a foreign or domestic politically exposed person (i.e. in relation to politically exposed persons, means individuals who are or have been entrusted with prominent public functions by a country, for example heads of state or heads of government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations, important political party officials); and

(c) your participation in the Airdrop will fully comply with all Applicable Laws.

4.3 Additional criteria for the Airdrop. In addition to the conditions and provision of the representations and warranties set out in Clause 4.2 above, participation in the Airdrop is conditioned on you satisfying the following, and by participating in the Airdrop, you represent and warrant to the Campaign Organiser that:

- (a) as at each date you claim your Tokens from the Airdrop, you hold the relevant NFT(s) and/or the Wallet bound with Wallet Maps that permits you to claim such number of Tokens set out in Clause 5.4; and
- (b) you waive all rights, claims and/or causes of action and release the Campaign Organiser, its Affiliates, representatives, employees, directors and agents from all responsibilities, liabilities, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown and forbear to sue the Campaign Organiser, its Affiliates, representatives, employees, directors and agents for any losses, damages or costs incurred as a result of, or in connection with the Airdrop. You acknowledge and agree that the Campaign Organiser would not have agreed to allow you to participate in this Airdrop without such release and forbearance to sue.

5. AIRDROP

5.1 Subject to satisfaction of the eligibility criteria described in Clause 4.2 and 4.3 above, the Campaign Organiser intends to conduct a one-off distribution of a number of Tokens free-of-charge to the Holders through the use of a Smart Contract deployed by the Campaign Organiser ("**Airdrop Token Smart Contract**"). Each NFT and the Wallet bound with Wallet Maps, will entitle its Holder(s) up to such number of Tokens described in the table in Clause 5.4 in the Airdrop ("**Maximum Portion**"). The Maximum Portion varies according to the specific NFT, Maps and Valuables, and their associated Traits, at the time of Maps and Valuables Snapshot Time. You will not be able to claim any portion of the Maximum Portion that had already been claimed by a prior holder of the NFT. **Notwithstanding the foregoing, the Campaign Organiser is entitled to determine the Maximum Portion in its sole and absolute discretion.**

5.2 In order to claim the Tokens which have been Released in accordance with the Release Schedule set out in Clause 5.8, an NFT Holder and/or Wallet owner who satisfies the eligibility criteria in Clause 4.2 and 4.3 will need to connect (a) its Wallet holding the NFTs, or (b) if it is a delegate wallet, a Wallet that is linked to a Wallet holding the NFTs, or (c) its Wallet bound with Wallet Maps, to the Airdrop Token Smart Contract which is accessible via the Website.

5.3 The Airdrop shall commence and terminate on such date as the Campaign Organiser so decides in its sole and absolute discretion.

- 5.4 Please refer to the following table for a guide as to the Maximum Portion an NFT, Maps and Valuables, may entitle its Holders to claim from the Airdrop. For unrevealed The Captainz NFTs, their allocated Maximum Portion shall be the same as “The Captainz - Human” until at the time the NFT is revealed and the corresponding allocated Maximum Portion shall be updated accordingly (the Campaign Organiser retains sole and absolute discretion in determining the actual allocation):

MAPS AND VALUABLES

Type and Traits	Maximum MEME per MAP and VALUABLE
Map - Special	1526.987850487972204395 MEME
Map - Extraordinary	6107.951401951888817580 MEME
Map - Magical	12215.902803903777635160 MEME
Map - Epic	27485.781308783499679110 MEME
Map - Mythical	105362.161683670082103255 MEME
Valuable - Sand	208.290505484832375951 MEME
Valuable - Kiwi	833.162021939329503804 MEME
Valuable - Cherry	1666.324043878659007608 MEME
Valuable - Ivory	3749.229098726982767118 MEME
Valuable - Dark	14372.044878453433940619 MEME

NFTS

Type and Traits	Maximum MEME per NFT
The Potatoz	228605.506410893549348971 MEME
The Captainz - Human	685816.519232680648046913 MEME
The Captainz - Shark	1371633.038465361296093826 MEME
The Captainz - Kraken	1371633.038465361296093826 MEME
The Captainz - Kong	2057449.557698041944140739 MEME
The Captainz - Kaiju	2057449.557698041944140739 MEME

The Captainz - Alien	6858165.192326806480469130 MEME
You The Real MVP	8229798.230792167776562956 MEME

5.5 You shall bear the Network Fees for claiming the Tokens from the Airdrop Token Smart Contract.

5.6 The Tokens are subject to transfer restrictions and cannot be distributed to your Wallet ("**Lock-up Restrictions**") until such time that they are Released in accordance with the Release Schedule. You undertake to the Campaign Organiser that until such time that the Lock-up Restrictions expire in respect of each tranche of the Tokens, you shall not, without the prior written consent of the Campaign Organiser, and shall not announce any intention to:

- (a) lend, issue, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly (or agree to do any of the above, whether or not in writing), any Tokens issued or which can be claimed by you in accordance with these Terms; or
- (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any of the Tokens issued or transferable to you in accordance with these Terms (or agree to do any of the above, whether or not in writing),

in respect of such tranche of the Tokens for which the Lock-Up Restrictions continue to apply, and regardless of whether such transaction described in Clause 5.6(a) or (b) above is to be settled by delivery of Tokens, other digital assets, in cash or otherwise.

5.7 The Tokens shall be released in tranches set out in the Release Schedule whereupon the Lock-up Restrictions cease to apply in respect of the Tokens ("**Released**"). Notwithstanding the commencement of the Token Launch Day, the Campaign Organiser reserves the right to an emergency stop functionality to terminate the distribution process.

5.8 The Tokens are Released in accordance with the following schedule:

	Amount of Tokens subject of Airdrop	Schedule of release of Tokens and cessation of Lock-up Restrictions in respect thereto
1.	20%	100% of total Tokens distributed according to Table in 5.4 for Maps and Valuables shall be Released on the date of the Token Launch Day
2.	80%	100% of total Tokens distributed according to Table in 5.4 for NFTs shall be Released in the Campaign Organiser's absolute discretion

5.9 You are responsible for implementing all reasonable and appropriate measures for securing your

Wallet, vault or other storage mechanism that you use to store the Tokens, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to the Tokens. The Campaign Organiser shall not be responsible for any security measures relating to your receipt, possession, storage, transfer or potential future use of the Tokens nor shall the Campaign Organiser be under any obligation to recover or return any such Tokens and the Campaign Organiser hereby excludes (to the fullest extent permitted under Applicable Law) any and all liability for any security breaches or other acts or omissions which result in your loss of (including loss of access to) the Tokens airdropped to you under these Terms. In the event of any loss, hack or theft of Tokens from you, you acknowledge and confirm that you shall have no right(s), claim(s) or causes of action in any way whatsoever against the Campaign Organiser, its Affiliates, representatives, employees, directors and agents.

5.10 Claim process for Released Tokens. Holders may claim the Released Tokens from the Airdrop Token Smart Contract within the Token Claim Period for Maps and Valuables, and the Token Claim Period for NFTs in the following manner:

- (a) each Holder may claim their Released Tokens only by connecting their Wallet holding the relevant NFT(s) or the Wallet bound with Wallet Maps to the Airdrop Token Smart Contract via the Interface and approving the relevant permissions prompted by the Airdrop Token Smart Contract; and
- (b) each Holder shall pay for all Network Fees that may be incurred for receiving the Released Tokens, each time such Holder initiates the request for the transfer of the Released Tokens from the Airdrop Token Smart Contract.

Each Holder will not be able to claim any portion of the Released Token that had already been claimed by a prior Holder of the NFT or owner of the Wallet bound with Wallet Maps. Each Holder hereby forfeits any rights in respect of the Released, but unclaimed Tokens subject of the Airdrop after the respective Token Claim Period for Maps and Valuables, and the Token Claim Period for NFTs. The Campaign Organiser shall be entitled to deal with such Released but unclaimed Tokens subject of the Airdrop in such manner as it may deem fit (solely and absolutely).

6. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

6.1 By participating in this Airdrop, you represent and warrant to the Campaign Organiser as follows:

- (a) you have full power and capacity to accept these Terms and perform all your obligations hereunder and in the case where you are a body corporate or acting on behalf of a body corporate:
 - (i) the body corporate is duly incorporated and validly existing under the Applicable Laws; and
 - (ii) such body corporate is duly authorised to accept these Terms and perform obligations hereunder;

- (b) no consent, approval, order or authorisation of, or registration, qualification, designation, declaration or filing with, any regulatory authority in any jurisdiction ("**Approvals**") is required on your part in connection with your participation in the Airdrop or, where any Approvals are required, such Approvals have been obtained and remain valid and in full force and effect;
- (c) these Terms constitute a legal, valid, and binding obligation on you, enforceable against you in accordance with its terms;
- (d) you will not access or use the Website or Airdrop to conduct, promote, or otherwise facilitate any illegal activity;
- (e) you are not participating in the Airdrop to obtain or use any Tokens for any illegal purpose;
- (f) the provision of these Terms, any part thereof or any copy thereof, or acceptance of the same by you, is not prohibited or restricted by Applicable Laws, regulations or rules in your jurisdiction, and where any restrictions in relation to possession are applicable, you have observed and complied with all such restrictions at your own expense and without liability to the Campaign Organiser;
- (g) you are participating in the Airdrop 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;
- (h) the Wallet you have connected to the Website to participate in the Airdrop is owned, held and fully controlled by you, and you hold and have full control of the private key and all other credentials in respect of the wallet address(es) associated with the Wallet;
- (i) you are financially and technically sophisticated enough to understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of the usage and intricacies of digital assets such as the Tokens. In particular, you understand that blockchain-based transactions are irreversible and that the Campaign Organiser, its Affiliates, representatives, employees, directors and agents have no control over the functioning of the Ethereum blockchain and associated blockchain networks and the Campaign Organiser, its Affiliates, representatives, employees, directors and agents shall not be liable for any issues arising therefrom (including any errors with the Airdrop Token Smart Contract which interfere with the distribution of the Tokens subject of the Airdrop); and
- (j) all of the representations and warranties that you provide pursuant to these Terms are true, complete, accurate and not misleading from the time of your acceptance of these Terms.

6.2 By participating in this Airdrop, you hereby agree and acknowledge that:

- (a) the Tokens are not intended to constitute securities of any form, units in a business trust, units in a collective investment scheme, capital markets product, or any other form of regulated investment or investment product in any jurisdiction;

- (b) these Terms do 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, capital markets product, or any other form of regulated investment or investment product in any jurisdiction or a solicitation for any form of investment in any jurisdiction;
- (c) none of the Tokens should 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 Project, NFTs, Tokens or the proceeds of any sale of Tokens, or to receive sums paid out of such profits, income, or other payments or returns;
- (d) while the Tokens are not intended to have any function and/or utility associated with them as at the date of these Terms, nothing in these Terms shall prevent such development and/or modification;
- (e) no regulatory authority has examined or approved of these Terms, no action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction and the publication, distribution or provision of these Terms to you does not imply that the Applicable Laws, regulatory requirements or rules have been complied with;
- (f) you bear the sole responsibility to determine what tax implications (if any) your participation in the Airdrop may have for you, and agree not to hold the Campaign Organiser, its Affiliates, representatives, employees, directors, agents or any other person liable for any tax liability associated with or arising therefrom;
- (g) none of the Campaign Organiser, its Affiliates, representatives, employees, directors and agents shall be liable for any lost profits or any special, incidental, direct, indirect, intangible, punitive, exemplary or consequential damages (including, but not limited to, where related to loss of revenue, income or profits, loss of use or data, or damages for business interruption), whether based in contract, tort, negligence, strict liability, or otherwise and whether within the parties' reasonable contemplation or not, arising out of or in connection with any acceptance of or reliance on these Terms or any part thereof by you;
- (h) prior to receiving the Tokens, you have been warned of the risks associated with the Tokens and other relevant technologies mentioned in the Schedule;
- (i) the Campaign Organiser and its Affiliates shall have no liability for any such losses arising from the risks set out in the Schedule; and
- (j) you waive the right to participate in a class action lawsuit or a class wide arbitration against the Campaign Organiser, its Affiliates, representatives, employees, directors, agents and/or any person involved in the Airdrop.

7. RESTRICTIONS ON USE OF THE WEBSITE

- 7.1 A User must not do or attempt to do any of the following, or use the Website to do any of the following:

- (a) use the Website in any manner that could damage, disable, overburden or impair any service provided or function of the Website or interfere with any other party's use or enjoyment of the Website;
- (b) gain unauthorised access to the Website, other accounts, computer systems or networks connected to the Website through hacking, password mining or any other means;
- (c) obtain or attempt to obtain any materials, content or data through any means not intentionally made available through the Website;
- (d) manipulate any content on the Website by way of hacking, backdoor code insertion, or any other means;
- (e) decompile, reverse engineer or disassemble the Website;
- (f) infringe or misappropriate the Campaign Organiser's and its Affiliates' Intellectual Property Rights or the Intellectual Property Rights of any person;
- (g) use the Website in any manner that could negatively affect or is prejudicial to the Campaign Organiser's reputation; and/or
- (h) use the Website in any manner or for any purpose that is unlawful or prohibited by these Terms or any other notices and conditions that the Campaign Organiser and/or its Affiliates may issue from time to time.

8. DISCLAIMERS

8.1 The Tokens and the Website are provided on an "as-is" and "as-available" basis without warranties or representations of any kind. The Campaign Organiser, its Affiliates, representatives, employees, directors and agents do not make, and hereby disclaim, to the maximum extent permitted by all Applicable Laws, any representation or warranty in any form whatsoever, whether implied, express or statutory, including any representation or warranty:

- (a) in relation to the accuracy, correctness, reliability, timeliness, non-infringement, title, merchantability or fitness for any particular purpose of any contents or functions on the Website;
- (b) in relation to the Tokens, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement;
- (c) that the Website will be free of all viruses or other harmful elements;
- (d) that the Tokens or the delivery mechanism for Tokens used in the Airdrop will be free of viruses or other harmful components;
- (e) that certain products, company names or material displayed on the Website does not contain intellectual property belonging to third parties. The Campaign Organiser does not warrant or represent that if a User uses such material it will not infringe the legal rights of

these third parties; and

- (f) the Campaign Organiser shall also not be liable for any damage or loss of any kind caused as a result (including, without limitation direct, indirect, special or consequential damages) of the use of the Website and participation in the Airdrop, including (without limitation) any damage or loss suffered as a result of reliance on the contents contained in or available from the Website, or any system, server or connection failure, error, interruption or delay in transmission.

8.2 As at the date of these Terms, the Tokens do not have any functions, utilities or rights whatsoever attached to them and there is no guarantee, no representation, no warranty, no expectation and no promise that any functions, utilities or rights will, if ever, be accorded to them. By participating in this Airdrop, you expressly acknowledge and agree to this, and waive all rights, claims and/or causes of action and release the Campaign Organiser, its Affiliates, representatives, employees, directors and agents from all responsibilities, liabilities, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown and forbear to sue the Campaign Organiser, its Affiliates, representatives, employees, directors and agents for any losses, damages or costs incurred as a result of, or in connection with the Airdrop.

8.3 To the maximum extent permitted by all Applicable Laws, regulations and rules, the Campaign Organiser, its Affiliates, representatives, employees, directors and agents hereby expressly disclaim their liability and shall in no case be liable to you or any person for:

- (a) postponement, suspension and/or abortion of the Project, Airdrop and/or the launch of Tokens;
- (b) any failure, or disruption to, the Project, the Airdrop, the operations of the Campaign Organiser, the Website or any other technology (including but not limited to smart contract technology) associated therewith, due to any reason, including but not limited 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;
- (c) any failure, malfunction, virus, error, bug, flaw, defect in the technology connected with or use for affecting the Airdrop or your participation in the Airdrop;
- (d) any prohibition, restriction or regulation by any government or regulatory authority in any jurisdiction applicable to the Project, the Airdrop or your participation in the Airdrop;
- (e) loss of possession of the credentials for accessing, or loss or destruction of the private keys of, any wallet, including your Wallet, in any manner and to any extent;
- (f) failure to disclose information relating to the Project or Airdrop;
- (g) any risks associated with your participation in the Airdrop or holding of Tokens; and
- (h) all other risks, direct, indirect or ancillary, whether in relation to your participation in the Project, Airdrop and/or holding of Tokens which are not specifically or explicitly contained

in or stated in these Terms.

9. LIMITATION OF LIABILITY

9.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT SHALL THE CAMPAIGN ORGANISER, ITS AFFILIATES, REPRESENTATIVES, EMPLOYEES, DIRECTORS AND AGENTS BE LIABLE FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, DIRECT, INDIRECT, INTANGIBLE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION), WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE AND WHETHER WITHIN THE PARTIES' REASONABLE CONTEMPLATION OR NOT, ARISING OUT OF OR IN CONNECTION WITH AUTHORISED OR UNAUTHORISED USE OF THE WEBSITE, OR IN ANY WAY RELATED TO AIRDROP, THE PROJECT OR OTHERWISE RELATED TO THESE TERMS, EVEN IF THE CAMPAIGN ORGANISER HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE WITHIN THE REASONABLE CONTEMPLATION OF THE PARTIES.

9.2 Without prejudice to Clause 9.1, and to the maximum extent permitted by Applicable Laws, you hereby agree that the aggregate liability of the Campaign Organiser, its Affiliates, representatives, employees, directors, agents and such other persons involved in the Airdrop in tort, contract or otherwise, arising out of or in connection with the participation in the Airdrop shall in any event be limited to [S\$100].

10. INDEMNITY

To the fullest extent permitted by Applicable Laws, you hereby indemnify, defend and hold the Campaign Organiser, its Affiliates, representatives, employees, directors, agents and such other persons involved in the Airdrop 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 any third party against the Campaign Organiser, its Affiliates, representatives, employees, directors, agents and such other persons involved in the Airdrop, which arise out of a breach by you of any warranty, representation, or obligation hereunder.

11. INTELLECTUAL PROPERTY

11.1 For the avoidance of doubt, all intellectual property rights including the invention, patent, utility model right, copyright and related right, registered design, unregistered design right, trade mark, trade name, internet domain name, design right, design, service mark, database rights, topography rights, rights in get-up and trade dress, rights in goodwill or to sue for passing off and any other rights of a similar nature or other industrial or intellectual property rights owned or used by the Campaign Organiser in any part of the world whether or not any of the same is registered (or capable of registration), including applications and the right to apply for and be granted, extensions or renewals of and rights to claim priority from, such rights and all equivalent or similar rights or protections which subsist now or will subsist in the future ("**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 in

materials provided by the Campaign Organiser and/or its Affiliates and service providers, including (but not limited to) any Content in the Tokens and Website, shall vest in and remain the property of the Campaign Organiser, its Affiliates and/or its service providers, and the User shall receive no entitlement to any Intellectual Property Rights. Accordingly, except as otherwise provided or agreed between us and you, the contents of the Website, Airdrop and Tokens, including but not limited to Content, software, code, scripts, webpages, graphical user interface, video, graphics or other material, shall not be used, modified, reproduced, republished, uploaded, posted, transmitted, performed, licensed or otherwise used or distributed in any way, without the prior permission of the Campaign Organiser. The arrangement of such contents is owned by the Campaign Organiser or its Affiliates or service providers and is protected by national and international intellectual property rights protection laws. Any action as such will be a violation of the Campaign Organiser's, its Affiliates' and/or its service providers' copyright and other Intellectual Property Rights.

- 11.2 There are no implied licences under these Terms and the Campaign Organiser reserves any rights not expressly granted to you hereunder.

12. MISCELLANEOUS

- 12.1 Entire Agreement. These Terms constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written discussions, memoranda, understandings and undertakings between them. Without prejudice to the generality of the foregoing, save as expressly provided in these Terms, no information contained in or on any website or other social media channels directly or indirectly linked to the Project or Tokens shall constitute part of these Terms.
- 12.2 Costs and Expenses. Each party to these Terms shall bear their own respective costs and expenses incurred in connection with the Airdrop, the execution of these Terms and the performance of their respective obligations hereunder. For the avoidance of doubt, each Holder shall bear any Network Fees that may be required to enable the Holder to receive the Tokens from the Airdrop.
- 12.3 Waiver. The rights and remedies of each party shall not be affected by any failure to exercise or delay in exercising any right or remedy or by the giving of any indulgence or by anything whatsoever except a specific waiver or release in writing and any such waiver or release shall not prejudice or affect any other rights or remedies of such party. No single or partial exercise of any right or remedy shall prevent any further or other exercise thereof or the exercise of any other right or remedy.
- 12.4 Taxation. Each Holder bears the sole responsibility for determining if the receipt of Tokens pursuant to these Terms, has tax implications for such Holder in the Holder's jurisdiction. By agreeing to these Terms and to the extent permitted by Applicable Laws, the Holder agrees not to hold any of the Campaign Organiser, its Affiliates, representatives, employees, directors and agents, liable for any tax liability associated with or arising from the receipt of Tokens. The Holder is solely responsible for withholding, collecting, reporting, paying, settling and/or remitting any and all taxes to the appropriate tax authorities in such jurisdiction(s) in which the User may be liable to pay tax as a result of the Holder's receipt of the Tokens under or in connection with these Terms. The Campaign Organiser shall not be responsible for withholding, collecting, reporting, paying, settling and/or remitting any taxes payable by the Holder (including, but not limited to, any

income, capital gains, sales, value added or similar tax) which may arise from the Holder's receipt of the Tokens under or in connection with these Terms.

- 12.5 Time of Essence. Any time or period mentioned in any provision of these Terms may be extended by mutual agreement between the parties but as regards any time, date or period originally fixed or any time, date or period so extended as aforesaid time shall be of the essence.
- 12.6 No Assignment. The Campaign Organiser may, at its sole and absolute discretion, assign its rights and/or delegate its duties under these Terms. You may not assign your rights or delegate your duties, and any assignment or delegation without the written consent of the Campaign Organiser, which the Campaign Organiser may withhold at its sole and absolute discretion, shall be void. Save for the foregoing, no party shall have the right to assign all or any part of its interest in these Terms without the prior written consent of the other party. These Terms shall be binding upon and shall inure to the benefit of the parties and their successors and permitted assigns.
- 12.7 Severability. If any provision or any portion of any provision of these Terms or the application of any such provision or any portion thereof to any person or circumstance, shall be held invalid or unenforceable, the remaining portion of such provision and the remaining provisions of these Terms, and the application of such provision or portion of such provision as is held invalid or unenforceable to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.
- 12.8 Surviving Clauses. Clauses 2.2, 4.2, 4.3, 7, 8, 9, 10, 11 and 12 shall survive any termination or expiration of these Terms.
- 12.9 Third Party Rights. A person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any Terms, but the Campaign Organiser's assignees, representatives, employees, directors, agents, service providers and Affiliates shall be deemed beneficiaries of these Terms as if they are parties thereto and shall have the rights to enforce the provisions of these Terms.
- 12.10 Governing Law. These Terms shall be governed by and construed in accordance with the laws of Singapore.
- 12.11 Dispute Resolution. Any dispute, controversy or claim arising under, out of, in connection with or in relation to these Terms, including any dispute as to its existence, validity, interpretation, performance, breach or termination and any dispute relating to any non-contractual obligations arising out of or in connection with it shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force and the conduct of the arbitration thereof shall be under the administration of the Singapore International Arbitration Centre. The arbitral tribunal shall consist of one (1) arbitrator. The seat of the arbitration shall be Singapore. The language of the arbitration shall be English. This arbitration agreement shall be governed by Singapore law.

SCHEDULE

RISK DISCLOSURES

1. General Risks

You understand that the Tokens, blockchain technology, Ethereum blockchain and other associated and related technologies are new and untested and are outside of the Campaign Organiser's and/or its Affiliates' exclusive control. Adverse changes in market forces or the technology, broadly construed, may prevent or compromise the Campaign Organiser's and/or its Affiliates' performance under the Terms.

2. Legal risks regarding regulations

- (a) There is a risk that in some jurisdictions the Tokens might be considered to be capital markets products, digital payment tokens or virtual assets, or that it might be considered to be capital markets products, digital payment tokens or virtual assets in the future. The Campaign Organiser and its Affiliates do not give warranties or guarantees that Tokens are not capital markets products, digital payment tokens or virtual assets in all jurisdictions. You shall bear your own legal or financial consequences of Tokens being considered a capital markets product, digital payment token or virtual asset in your jurisdiction.
- (b) The legal ability of the Campaign Organiser and/or its Affiliates to deliver the Tokens or proceed with the Project in some jurisdictions may be eliminated by future regulation or legal actions. In the event that there is a high degree of certainty that the Tokens are not legal in certain jurisdictions pursuant to the opinion of independent legal counsel appointed by the Campaign Organiser, the Campaign Organiser may either:
 - (i) cease or procure that it and its Affiliates cease operations in that jurisdiction, or
 - (ii) adjust the features and/or functions of the Tokens in a way to comply with the regulations should that be possible and viable until such regulations are no longer applicable.
- (c) Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Ethereum blockchain and associated blockchain networks, the Project and Tokens could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of digital assets like Tokens, which could impede or limit their existence, the permissibility of their use and possession, and their value.

3. Risks associated with Ethereum blockchain

The Tokens are based on the Ethereum blockchain. As such, any malfunction, unintended function or unexpected functioning of the Ethereum blockchain may cause the Tokens to malfunction or function in an unexpected or unintended manner.

4. Risk of theft and hacking

Hackers or other groups or organisations may attempt to interfere with various parties' digital asset wallets (including yours), the Project, the Website, the protocols or smart contracts used to distribute the Tokens, or the availability of Tokens in any number of ways, including without limitation, denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.

5. Risk of security weaknesses in the Website, protocol, Token distribution infrastructure and/or the Tokens' source code or any associated software and/or infrastructure

There is a risk that the software or infrastructure underlying the Website, protocol and the Tokens may unintentionally include weaknesses or bugs in the source code interfering with the use of, distribution of, or causing the loss of Tokens.

6. Risk of low or no liquidity

The Campaign Organiser gives no warranty and/or guarantee that the Tokens can be or will be listed or made available for exchange for other cryptographic tokens, non-fungible tokens and/or fiat money on any platform, exchange, or website, and no guarantee is given whatsoever with regards to the liquidity or compatibility of such platform, exchange or website.

7. Risk of loss of value

- (a) The market value of the Tokens may fluctuate, and you might suffer loss in value of such acquired Tokens. There might be different reasons that would cause unfavourable fluctuations of the market value of the Tokens which may be beyond the Campaign Organiser's or any of its Affiliates' control.
- (b) The market value of the Tokens will merely depend on the consensus on its value between the relevant market participants and the Campaign Organiser gives no warranty and/or guarantee as to the intrinsic value of the Tokens.
- (c) Any future sale of the Tokens would increase the supply of Tokens in the market and this may result in a downward price pressure on the Token. Further, the perception that such further sales may occur could also adversely affect the trading price of the Tokens.
- (d) Negative publicity involving the Campaign Organiser and/or any of its Affiliates, the Tokens or any of the key personnel of the Campaign Organiser and/or any of its Affiliates and/or regulation of distributed ledger technologies, cryptocurrencies and/or crowd sales of Tokens in any jurisdiction, may materially and adversely affect the market perception or market price of the Tokens, whether or not it is justified.
- (e) The Campaign Organiser and/or its Affiliates may also have to cease operations in a jurisdiction that makes it illegal to operate in such jurisdiction, or make it commercially unviable or undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction. In scenarios such as the foregoing, the utility, liquidity, and/or trading price of

Tokens will be adversely affected and/or Tokens may cease to be traded.

8. Internet transmission risks

You acknowledge that there are risks associated with using the Tokens including, but not limited to, the failure of hardware, software, and internet connections.

9. Insufficient interest in the Campaign Organiser, the Project and Tokens

It is possible that the Project or Tokens will not be used by a large number of individuals, businesses and other organisations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest in the Project and/or Tokens could negatively impact the development of the Project and usage and value of Tokens.

10. Project and Tokens, as developed, may not meet your expectations

The Project and the Tokens are currently under development and may undergo significant changes before release. Your expectations regarding the form and functionality of the Project and Tokens may not be met upon release of the Project and Tokens, additional products and services for any number of reasons, including a change in the design and implementation plans and execution of the implementation of the Tokens.

11. Unanticipated risks

Cryptocurrencies, non-fungible tokens and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that the Campaign Organiser cannot foresee and it is unreasonable to believe that such risks could have been foreseeable and mitigated by the Campaign Organiser. Risks may further materialise as unanticipated.