

TERMS AND CONDITIONS OF THE MEME (MEMECOIN) FIRE SALE

7 November 2023 (Version 1.3)

THESE TERMS DO NOT CONSTITUTE A PROSPECTUS OR AN OFFER DOCUMENT OF ANY SORT AND NO PART OF THESE TERMS SHALL BE TAKEN TO IMPLY AS BEING A PROSPECTUS OF ANY KIND OR AN ADVERTISEMENT FOR INVESTMENT, NOR SHALL IT BE CONSTRUED AS AN OFFER OR SOLICITATION OF AN OFFER TO ENCOURAGE OR FACILITATE THE PURCHASE OF SECURITIES IN ANY FORM, UNITS IN A BUSINESS TRUST, UNITS IN A COLLECTIVE INVESTMENT SCHEME, CAPITAL MARKETS PRODUCT OR ANY OTHER FORM OF INVESTMENT, IN ANY JURISDICTION. NO ACTION HAS BEEN OR WILL BE TAKEN IN RESPECT OF OBTAINING ANY APPROVAL BY THE COMPANY (AS DEFINED HEREIN) UNDER THE LAWS, REGULATORY REQUIREMENTS OR RULES OF ANY JURISDICTION. THE PROVISION OF THESE TERMS TO YOU DOES NOT IMPLY THAT THE APPLICABLE LAWS, REGULATORY REQUIREMENTS OR RULES HAVE BEEN COMPLIED WITH. NO REGULATORY AUTHORITY HAS EXAMINED, APPROVED OR CERTIFIED ANY PART OF THESE TERMS.

1. OVERVIEW

- 1.1. The following terms and conditions ("**Terms**") govern the sale ("**Fire Sale**") of fungible tokens known as "MEMECOIN" minted on the ERC-20 token standard ("**Tokens**") between Glorious Meme Inc (Company Registration Number: 2127192), a BVI business company limited by shares incorporated in the British Virgin Islands with its registered office at Portcullis Chambers, 4th Floor Ellen Skelton Building, 3076 Sir Francis Drake Highway, Road Town, Tortola, British Virgin Islands VG1110 ("**Company**", "**we**" or "**us**" and "**our**" shall be construed accordingly), and you during the Token Sale Period. **Please read these Terms carefully, as they set out such terms which exclude or limit the Company's liability to you and matters which affect your legal rights. If you do not agree to these Terms, please do not purchase any of Tokens. If you are in any doubt as to the action you should take, you should consult your legal, financial, tax or other professional advisor(s).**
- 1.2. "**You**" refers to any person accessing or using the Website, and includes a person, company, corporation or other organisation that has connected its Wallet to the Website (each, a "**User**", and collectively, the "**Users**"). These Terms will govern the relationship between the Company and each User on a several, independent and separate basis.
- 1.3. **Please note that 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.**
- 1.4. In these Terms, except to the extent that the context requires otherwise, capitalised terms shall have the meaning ascribed to them in Clause 3.1.
- 1.5. Only Users who are Eligible Persons may participate in this Fire Sale. If you are not an Eligible Person, please disconnect your Wallet, cease usage of and exit the Website immediately.
- 1.6. **We may revise these Terms from time to time in our 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 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 Fire Sale.** 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.

2. ACCEPTANCE OF TERMS

- 2.1. The Fire Sale will be conducted during the Token Sale Period via the Website.
- 2.2. Your access and use of the Website, and participation in the Fire Sale is subject to these Terms, any Applicable Laws and other notices, policies or conditions uploaded by the Company to the Website.
- 2.3. By accessing and using any part of the Website, connecting your Wallet to the same, and participating in the Fire Sale 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 immediately, do not participate in the Fire Sale and exit the Website immediately.**

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.
“Allowlist Allocation Phase”	:	Has the meaning ascribed to it in Clause 6.7.
“Allowlist Request”	:	Has the meaning ascribed to it in Clause 6.4(a)(ii).
“Allowlist Spot”	:	Means the electronic entitlement of an NFT Holder to participate in the Fire Sale and having such rights described in Clause 5.1.

“Allowlist Token Allocation”	:	Has the meaning ascribed to it in Clause 6.7.
“Allowlist User”	:	Means an Eligible Person who is participating in the Fire Sale using an Allowlist Spot.
“Allowlist User Deposit”	:	Has the meaning ascribed to it in Clause 6.4(a)(iii).
“Allowlist/Waitlist Snapshot Time”	:	Has the meaning ascribed to it in Clause 5.1(b).
“Applicable Laws”	:	Means any law applicable under these Terms to any and all relations between the User and the Company.
“Approvals”	:	Has the meaning ascribed to it in Clause 9.1(b).
“Confidential Information”	:	Has the meaning ascribed to it in Clause 14.1.
“Crew”	:	Means the group of NFTs which have been deposited in a vault wallet and which has been deployed for Questing.
“Discloser”	:	Has the meaning ascribed to it in Clause 14.1.
“Eligible Person”	:	Has the meaning ascribed to it in Clause 4.2.
“ETH”	:	Means Ether, the cryptographic token native to the Ethereum network and which, for the avoidance of doubt, does not refer to Ethereum Classic.
“Fire Sale”	:	Has the meaning ascribed to it in Clause 1.1.
“Fire Sale Smart Contract”	:	Means the Smart Contracts deployed by the Company to collect the Allowlist Requests and Waitlist Requests, distribute the Tokens allocated to Allowlist Users and Waitlist Users and execute any Refunds.

“Force Majeure Event”	:	<p>Means any event beyond the Company’s reasonable control (and which does not relate to or arise by reason of the Company’s default or negligence) which renders impossible or hinders Company’s performance of these Terms, including, without limitation:</p> <ul style="list-style-type: none"> (a) war, riot, civil unrest or revolution, sabotage, terrorism, insurrection, acts of civil or military authority, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; (b) terrorist attacks, civil war, civil commotions or riots; (c) acts of God, epidemic, pandemic, flood, earthquake, typhoon or other natural disasters or adverse weather or environmental condition; (d) any act of state or other exercise of sovereign, judicial or executive prerogative by any government or public authority, including expropriation, nationalization, imposition of an export or import restriction, quota or prohibition, or compulsory acquisition or acts claimed to be justified by executive necessity; (e) interruption in telecommunications or Internet services or network provider services, or failure of equipment or software; (f) hacks, mining attacks (including but not limited to double-spend attacks, majority mining power attacks and “selfish-mining” attacks), smurfing, phishing, sybil attacks, distributed denial of service, a “fork” of the blockchain which may result in more than one version of the Token, cyber-attacks, and any fraudulent activity on the part of a third party; (g) interruption or failure of utility service, including but not limited to electric power, gas or water; or (h) any labour disputes, including but not limited to strikes, industrial action or lockout.
“Full Crew”	:	<p>Means a Crew comprising such NFTs listed in the table in Clause 5.1.</p>

“Intellectual Property Rights”	:	Means any 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 Company 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.
“Interface”	:	The user interface hosted on the Website which enables Users to connect to and interact with the Fire Sale Smart Contracts.
“Lock-up Restrictions”	:	Has the meaning ascribed to it in Clause 6.10(a).
“Maximum Limit”	:	Has the meaning ascribed to it in Clause 5.1(c).
“Network Fees”	:	Means the 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” .
“Predetermined Price Per Token”	:	Means such price announced by the Company on the Website or social media channels owned and controlled by the Company prior to the Fire Sale.
“Project”	:	Means the “Memeland” project as described on the Website which includes the NFTs.
“Purchase Tokens”	:	Has the meaning ascribed to it in Clause 6.4(a)(ii)(A).
“Purchaser”	:	Has the meaning ascribed to it in Clause 6.11.

“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.
“Boosting”	:	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.
“Recipient”	:	Has the meaning ascribed to it in Clause 14.1.
“Refund”	:	Has the meaning ascribed to it in Clause 7.2.
“Release Schedule”	:	Means the release schedule set out in Clause 6.10(c).
“Released”	:	Has the meaning ascribed to it in Clause 6.10(b).
“Request Phase”	:	Has the meaning ascribed to it in Clause 6.4.
“Smart Contract”	:	Means digital computer protocol intended to facilitate, verify and enforce the purchase and/or distribution of Tokens.
“Token Claim Period”		Means a period beginning fourteen (14) days or earlier after the end of the Token Sale Period to sixty-nine (69) days after 100% of all of the Tokens subject of the Fire Sale have been Released.
“Token Launch Date”		The date the Released Tokens are available to be claimed by at least one Purchaser, such date to be determined by the Company in its absolute discretion.
“Token Sale Period”	:	Means a period beginning on such date and time announced by the Company on the Website and ending 28 hours thereafter, depending on the number of Tokens available for sale.
“Tokens”	:	Has the meaning ascribed to it in Clause 1.1.

“Trait”	:	Means the distinctive and specific attribute, characteristic, or feature that is inherent to or associated with the relevant NFT, including but not limited to the NFT’s visual attributes and metadata.
“User” and “Users”	:	Has the meaning ascribed to it in Clause 1.2.
“Waitlist Allocation Phase”	:	Has the meaning ascribed to it in Clause 6.8.
“Waitlist Code”	:	Means the electronic code entitling its holder to redeem one (1) Waitlist Spot.
“Waitlist Request”	:	Has the meaning ascribed to it in Clause 6.4(b)(ii).
“Waitlist Spot”	:	Means the electronic entitlement of a Waitlist User to participate in the Fire Sale and having such rights described in Clause 5.2.
“Waitlist Token Allocation”	:	Has the meaning ascribed to it in Clause 6.8(a).
“Waitlist User”	:	Means an Eligible Person who is participating in the Fire Sale using a Waitlist Spot.
“Waitlist User Deposit”	:	Has the meaning ascribed to it in Clause 6.4(b)(iii).
“Wallet”	:	Means the digital wallet or other related token storage mechanism connected by a User to the Website.
“Website”	:	The website memecoin.org and any webpages hosted thereon.
“Whitelisted Wallet”	:	Means the Wallet notified to the Company prior to the Allowlist/Waitlist Snapshot Time which will be used by an Allowlist User or Waitlist User to connect with the Fire Sale Smart Contract for purchase of Tokens offered by the Company.

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

(a) references to Clauses and Schedule are to the clauses and the schedule 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 TO PARTICIPATE IN FIRE SALE

- 4.1. Before participating in the Fire Sale, you must conduct your own due diligence and ensure that your participation complies with Applicable Laws. You should consult with professional advisors regarding the Fire Sale before participating in it. You shall not participate in the Fire 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 Fire Sale 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. Access to the Website and participation in the Fire Sale is intended for and extended only to a person or body corporate who satisfies the following ("**Eligible Person**"), and by participating in the Fire Sale, you hereby represent and warrant to us 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 the British Virgin Islands, 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 Fire Sale will fully comply with all Applicable Laws.

- 4.3. We may request for such documentation and information about you necessary to comply with any Applicable Laws (including anti-money laundering and countering the financing of terrorism laws). By participating in the Fire Sale, you hereby agree and undertake to promptly provide and deliver to us such documents and information upon request. By submitting any of your personal data and identification documents, you agree and acknowledge that such information as submitted is complete, accurate and authentic, and you shall promptly update us of any changes to your information. You further acknowledge and accept that we may, in our sole and absolute discretion, decline to proceed with any sale of the Tokens to you until any and all such requested documents and information have been provided to our satisfaction.
- 4.4. You are not permitted to access the Website and/or participate in the Fire Sale if you are not an Eligible Person or are acting on behalf of a person who is not an Eligible Person and must disconnect your Wallet, cease usage of and exit the Website immediately.
- 4.5. Additional criteria for Waitlist Users. In addition to the conditions and provision of the representations and warranties set out in Clause 4.2 above, for Waitlist Users, participation in the

Fire Sale is conditioned on you notifying the Company through the Website of your satisfaction of the following conditions prior to the Fire Sale, and by participating in the Fire Sale, you represent and warrant to the Company that you have satisfied such conditions described on the Website, including but not limited to the following:

- (a) managed to collect at least 69 coins from the mini online game accessible at <https://www.memecoin.org/waitlist>;
- (b) that you have, through the use of an account that you own and have full control over, shared a post about the Fire Sale on the social media platform known as “X”;
- (c) submitted to the Company the Waitlist Code you will be using to access the Fire Sale and the blockchain address of the Whitelisted Wallet.

You can check your Waitlist status at <https://www.memecoin.org/waitlist>.

5. OBTAINING ALLOWLIST SPOTS AND WAITLIST SPOTS

5.1. Allowlist Spots.

- (a) An NFT Holder may be allocated Allowlist Spot(s) which number varies according to the type of NFT(s) he/she holds, the Traits the NFT(s) possess(es), whether the NFT(s) are Questing and whether such NFT is part of a Crew. You may refer to the tables in Clause 5.1(b) below to determine the number of Allowlist Spots you have been allocated.
- (b) The number of Allowlist Spots you have been allocated will be determined twelve (12) hours prior to the Token Sale Period (“**Allowlist/Waitlist Snapshot Time**”). After the Allowlist/Waitlist Snapshot Time, the blockchain addresses of the Wallets containing the NFTs and/or Crews will be whitelisted and such Wallets will constitute Whitelisted Wallets. If you wish to participate in the Fire Sale, you shall not transfer, move or otherwise dispose of the NFT or any part of the Crew after the Allowlist/Waitlist Snapshot Time. You hereby agree that any Allowlist Spots which would have been allocated to your Crew or NFT shall be forfeited if any part of the Crew or NFT is transferred to another blockchain address after the Allowlist/Waitlist Snapshot Time. For the avoidance of doubt, the Company retains sole and absolute discretion in determining the number of Allowlist Spots you are allocated.

Type of NFT	Stage (Trait)	Type/ (Trait) Trophy	Number of Allowlist Spots per NFT
Captainz	0	N/A	1
Captainz	1	Human	1
Captainz	1	Shark	2
Captainz	1	Kraken	2
Captainz	1	Kong	3

Captainz	1	Kaiju	3
Captainz	1	Alien	10
You the Real MVP	N/A	All	12

Type of Crew	NFTs / Crews which form the Crew	Number of additional Allowlist Spots
Full Crew	1 Questing Captainz and 3 Questing Potatoz	1
Super Crew	1 Boosting You the Real MVP and 9 Full Crews	12

- (c) Each Allowlist Spot entitles the Allowlist User to purchase up to 300,000 Tokens (“**Maximum Limit**”) at the Predetermined Price Per Token in the Fire Sale during the Token Sale Period, and guarantees that an Allowlist Request (as defined in Clause 6.4(a)(ii)) submitted by such Allowlist User will be filled up to the Maximum Limit per Allowlist Spot during the Allowlist Allocation Phase (as defined in Clause 6.7), provided always that such Allowlist User submits an Allowlist Request during the Token Sale Period
- (d) The Company is not obliged to update the list of Whitelisted Wallets if the request to do so was sent after the Allowlist/Waitlist Snapshot Time. You may only place an Allowlist Request through your Whitelisted Wallet.

5.2. Waitlist Spot.

- (a) Each Waitlist Code entitles its holder to redeem one (1) Waitlist Spot in the Fire Sale. For the avoidance of doubt, the Company retains sole and absolute discretion in determining the number of Waitlist Spots you are allocated.
- (b) An NFT Holder may be allocated Waitlist Codes according to the NFT(s) they hold. You may refer to the table below to determine the number of Waitlist Codes an NFT Holder have been allocated:

Type of NFT	Number of Waitlist Codes
Captainz	5
Potatoz	1

- (c) An Eligible Person may obtain a Waitlist Code from any NFT Holder who holds a Captainz or Potatoz NFT. Each Waitlist Code may only be used once and registered to one (1) Whitelisted Wallet in accordance with Clause 4.5(c).

- (d) The Company is not obliged to update the list of Whitelisted Wallets if the request to do so was sent after the Allowlist/Waitlist Snapshot Time. You may only place a Waitlist Request through your Whitelisted Wallet.
- (e) Subject to the Waitlist User satisfying the additional criteria described in Clause 4.5 above, each Waitlist Spot grants the Waitlist User the right to submit a Waitlist Request (as defined in Clause 6.4(b)(ii)) in the Fire Sale. There is no guarantee that a Waitlist Request submitted by the Waitlist User will be fully satisfied, whether during the Waitlist Allocation Phase (as defined in Clause 6.8) or otherwise.

6. FIRE SALE

6.1. The Fire Sale will be conducted in the following phases (each as described in Clause 6.3 to 6.9):

- (a) Request Phase;
- (b) Allowlist Allocation Phase; and
- (c) Waitlist Allocation Phase.

6.2. An Eligible Person may participate in the Fire Sale via any of the following ways:

- (a) by obtaining and utilising the Allowlist Spot(s) allocated to the Eligible Person and following the procedures described in Clause 6; and/or
- (b) by obtaining and utilising the Waitlist Spot(s) allocated to the Eligible Person and following the procedures described in Clause 6.

6.3. You shall only participate in the Fire Sale and interact with the Fire Sale Smart Contract through the Interface. Any act or attempt to circumvent this condition shall constitute a material breach of these Terms in which case the following shall apply:

- (a) you shall forfeit all Allowlist Spots and/or Waitlist Spots;
- (b) the Company shall have no obligation to deliver, and you shall have no right to receive any Tokens;
- (c) you shall, at the Company's request, return all Tokens received or acquired by you;
- (d) your entire Allowlist User Deposit and/or Waitlist User Deposit (as the case may be) shall be forfeited; and
- (e) you shall be deemed to have waived all rights, claims and/or causes of action and released the Company, 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 shall forbear to sue the Company, its Affiliates, representatives, employees, directors and agents for any losses, damages or costs incurred as a result of, or in connection with the Fire Sale.

- 6.4. Request Phase. The initial phase during which Allowlist Users and Waitlist Users will submit their Allowlist Requests or Waitlist Requests respectively (“**Request Phase**”) will commence on a date and time to be announced by the Company on the Website and last for the duration of the Token Sale Period. During the Request Phase, the following shall occur:
- (a) Subject to satisfaction of Clause 4.1, 4.2, 4.4 and 5.1(b), each Allowlist User may:
 - (i) connect its Whitelisted Wallet to the Fire Sale Smart Contract via the Interface;
 - (ii) submit a request (“**Allowlist Request**”) through the Interface, indicating the following:
 - (A) such number of Tokens it wishes to purchase (“**Purchase Tokens**”) up to the Maximum Limit; and
 - (B) the aggregate consideration payable for the Purchase Tokens in ETH, based on the Predetermined Price Per Token;
 - (iii) transfer such number of ETH equivalent to the amount calculated in accordance with Clause 6.4(a)(ii)(B) (“**Allowlist User Deposit**”) to the blockchain address prescribed by the Fire Sale Smart Contract; and
 - (iv) pay for all Network Fees necessary to effect the transactions described in this Clause 6.4(a).
 - (b) Subject to satisfaction of Clause 4.1, 4.2, 4.4, 4.5 and 5.2(d), each Waitlist User may:
 - (i) connect its Whitelisted Wallet to the Fire Sale Smart Contract via the Interface;
 - (ii) submit a request (“**Waitlist Request**”) through the Interface indicating the following:
 - (A) number of Purchase Tokens; and
 - (B) the aggregate consideration payable for the Purchase Tokens in ETH, based on the Predetermined Price Per Token;
 - (iii) transfer such number of ETH equivalent to the amount calculated in accordance with Clause 6.4(b)(ii)(B) (“**Waitlist User Deposit**”) to the blockchain address prescribed by the Fire Sale Smart Contract; and
 - (iv) pay for all Network Fees necessary to effect the transactions described in this Clause 6.4(b).
- 6.5. The Allowlist Request and/or Waitlist Request (as the case may be) will only be submitted to the Fire Sale Smart Contract if the Allowlist User Deposit and/or Waitlist User Deposit (as the case may be) has been successfully submitted to the blockchain address prescribed by the Fire Sale Smart Contract. Your Allowlist Request and/or Waitlist Request may be rejected by the Fire Sale Smart Contract if you have insufficient ETH in your Whitelisted Wallet to pay for the Network Fees

and the aggregate consideration payable for the Purchase Tokens. Any attempt to send digital assets other than ETH to the Fire Sale Smart Contract may result in the irrevocable and unrecoverable loss or destruction of such digital asset and you acknowledge and agree that you shall have no right(s), claim(s) or cause of action in any way whatsoever against the Company, its Affiliates, representatives, employees, directors and agents.

- 6.6. By transferring the Allowlist User Deposit and/or Waitlist User Deposit (as the case may be) to the Fire Sale Smart Contract blockchain address, you acknowledge and agree that you waive all rights, claims and/or causes of action and release the Company, 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 Company, its Affiliates, representatives, employees, directors and agents for any losses, damages or costs incurred as a result of, or in connection with the transfer or attempted transfer of the Allowlist User Deposit and Waitlist User Deposit to the relevant blockchain address.
- 6.7. Allowlist Allocation Phase. At the end of the Token Sale Period, the Fire Sale Smart Contract shall determine the total number of Tokens each Allowlist User has purchased pursuant to the Fire Sale (each, an “**Allowlist Token Allocation**”) (“**Allowlist Allocation Phase**”). Upon confirmation of the Allowlist Token Allocation, each portion of the Allowlist User Deposit necessary to satisfy the Allowlist Token Allocation shall be automatically deducted from the Allowlist User Deposit and transferred to the Company. The Company retains the right to modify the Allowlist Token Allocation of any Allowlist User for any reason.
- 6.8. Waitlist Allocation Phase. Upon completion of the Allowlist Allocation Phase, any remaining Tokens in the Fire Sale Smart Contract that are not subject of an Allowlist Token Allocation shall be made available for Waitlist Users to purchase in the following manner (“**Waitlist Allocation Phase**”):
- (a) the Fire Sale Smart Contract shall select Waitlist Requests by way of ballot and, based on preprogrammed algorithms, determine the extent to which such Waitlist Request is fulfilled (each, a “**Waitlist Token Allocation**”). The Company retains the right to reject Waitlist Requests which are considered as a result of bot activities. Waitlist User Requests which have been submitted within the first hour of commencement of the Fire Sale shall have a 6.9 times higher chance of being selected by the Fire Sale Smart Contract; and
 - (b) the process described in Clause 6.8(a) shall continue until the occurrence of the earlier of the following:
 - (i) all of the Tokens have been sold; or
 - (ii) the end of the Waitlist Allocation Phase as announced by the Company.
- 6.9. Upon confirmation of the Waitlist Token Allocation and occurrence of either event in Clause 6.8(b), each portion of the Waitlist User Deposit necessary to satisfy the Waitlist Token Allocation shall be automatically deducted from such Waitlist User Deposit and transferred to the Company. The Company retains the right to modify the Waitlist Token Allocation of any Waitlist User for any

reason. If there are any Tokens which remain unsold on the Token Sale Period, such Tokens will be automatically transferred to the Company.

6.10. Purchase Token Lock-up Restrictions.

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

- (i) 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 Purchase Tokens purchased by you in accordance with these Terms; or
- (ii) 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 Purchase Tokens purchased by 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 Purchase Tokens for which the Lock-Up Restrictions continue to apply, and regardless of whether such transaction described in Clause 6.10(a)(i) or 6.10(a)(ii) above is to be settled by delivery of Tokens, other digital assets, in cash or otherwise.

(b) 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 Purchase Tokens ("**Released**"). Notwithstanding the commencement of the Fire Sale, the Company reserves the right to an emergency stop functionality to terminate the distribution process for all unissued Tokens for any length of time. Use of this functionality shall be at the discretion of the Company but shall only be used in limited situations, such as:

- (i) the detection of a serious security issue;
- (ii) the detection of a serious network performance issue, depriving all users of equal treatment;
- (iii) any material attack on the Tokens, Project or the Ethereum blockchain; and
- (iv) other situations of a similar material threat to the Tokens or Project.

(c) The Purchase Tokens will be Released in accordance with the following schedule:

	Amount of Purchase Tokens	Schedule of Release of Purchase Tokens
--	---------------------------	--

1.	25%	25% shall be Released within fourteen (14) days or earlier after the Token Sale Period
2.	75%	75% shall be Released on a daily basis, in accordance with a eighteen (18) months linear release schedule beginning fourteen (14) days or earlier after the end of the Token Sale Period.

6.11. Claim process for Purchase Tokens.

Each Allowlist User which has an Allowlist Token Allocation and each Waitlist User which has a Waitlist Token Allocation (each, a **"Purchaser"**) may claim the Released Purchase Tokens from the Fire Sale Smart Contract within the Token Claim Period in the following manner:

- (a) each Purchaser may claim their Released Purchase Tokens only by connecting their Whitelisted Wallet to the Fire Sale Smart Contract via the Interface and approving the relevant permissions prompted by the Fire Sale Smart Contract; and
- (b) each Purchaser shall pay for all Network Fees that may be incurred for receiving the Released Purchase Tokens, each time such Purchaser initiates the request for the transfer of the Released Purchase Tokens from the Fire Sale Smart Contract.

Each Allowlist User and Waitlist User hereby forfeits any rights to any Released, but unclaimed Purchase Tokens after the Token Claim Period. The Company shall be entitled to deal with such Released but unclaimed Purchase Tokens in such manner as it may deem fit (solely and absolutely).

6.12. Risks associated with the Fire Sale.

- (a) You acknowledge that prior to purchasing the Tokens and submitting the Allowlist Request and/or Waitlist Request (as the case may be), you have been warned of the risks associated with the Tokens and other relevant technologies mentioned in the Schedule.
- (b) You hereby agree that the Company and its Affiliates shall have no liability for any such losses arising from the risks set out in the Schedule.
- (c) Without prejudice to the generality of the risks described in the Schedule, in order to participate in the Fire Sale, you are solely responsible for establishing, maintaining and securing full, uninhibited and secure access to the Wallet. You shall be responsible for implementing all reasonable and appropriate measures for securing the Wallet used to receive 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 Company, its Affiliates, representatives, employees, directors and agents shall not be responsible for any acts or omissions which result in your loss of (including loss of access to) the Tokens payable under these Terms. In the event of any loss, hack or theft of Tokens from your Wallet, you acknowledge and confirm that you shall have no right(s), claim(s) or causes of action in any way

whatsoever against the Company, its Affiliates, representatives, employees, directors and agents.

- (d) In the event that you are unable to or otherwise fail to receive the Tokens due to the malfunctioning of your Wallet, you shall have no right(s), claim(s) or causes of action in any way whatsoever against the Company, its Affiliates, representatives, employees, directors and agents whether for such Tokens and/or the Allowlist User Deposit and/or the Waitlist User Deposit (as the case may be).

7. REFUND

- 7.1. Subject to Clause 7.2, you acknowledge, agree, and confirm that there shall be no refund of any funds provided by you (including any Network Fees) as part of your participation in the Fire Sale in any form or manner. **If you do not agree to this, please do not purchase the Tokens.**
- 7.2. If all or any portion of the Waitlist Request remains unfulfilled at the conclusion of the Waitlist Allocation Phase, such Waitlist User shall be entitled to claim a refund ("**Refund**") of the portion of the Waitlist User Deposit (as the case may be) that was in excess of the purchase consideration necessary to satisfy such Waitlist Token Allocation, less any Network Fees. The Refund shall be available to claim within forty-eight (48) hours after the end of the Token Sale Period until sixty-nine (69) days after the Token Launch Date, and such Waitlist User may claim the Refund in the following manner:
 - (a) each Waitlist User entitled to a Refund may only claim such Refund by connecting their Whitelisted Wallet to the Fire Sale Smart Contract via the Interface; and
 - (b) such Waitlist User shall pay for all Network Fees that may be incurred for receiving the Refund.
- 7.3. Upon receipt of the Refund, each Waitlist User entitled to a Refund hereby acknowledges, agrees and confirm that any liabilities and obligations in respect of the attempted purchase and/or purchase of the Purchase Tokens have been fully and finally settled and irrevocably and unconditionally releases, discharges and absolves the Company, 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 forbears to sue the Company, its Affiliates, representatives, employees, directors and agents for any losses, damages or costs incurred as a result of, or in connection with the attempted purchase and/or purchase of the Purchase Tokens.

8. INTELLECTUAL PROPERTY

- 8.1. All Intellectual Property Rights comprised in the information, text, graphics, logos, images, audio clips, data compilations, scripts, software, technology, sound or any other materials or works found in the Project shall vest in and remain the property of Company and/or its Affiliates.
- 8.2. These Terms shall in no way shall entitle you to any intellectual property of the Company or its Affiliates, including the Intellectual Property Rights for the Project and all text, graphics, user account interface, visual interface, photographs, trademarks, logos, artwork, and computer code,

design, structure, selection, coordination, expression and other content connected to the Project. The arrangement of such content is owned by the Company or its Affiliates and is protected by national and international intellectual property rights protection laws. The Company and/or its Affiliates retain all Intellectual Property Rights, mostly but not limited to copyright over the source code forming the Tokens and the smart contracts related to the Project.

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

9. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 9.1. By participating in this Fire Sale, you represent and warrant to the Company 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 Fire Sale 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 and/or Fire Sale to conduct, promote, or otherwise facilitate any illegal activity;
- (e) the Tokens to be received by you will not be used 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 Company and its Affiliates;
- (g) you are participating in the Fire Sale 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 Whitelisted Wallet you have connected to the Website to participate in the Fire Sale 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 associated with the

Whitelisted Wallet;

- (i) the ETH that you will use to effect settlement of the purchase consideration payable for the purchase of Purchase Tokens, are not directly or indirectly derived from any activities that in connection with anti-money laundering and/or terrorism financing laws or regulations or any other acts in breach or contravention of any applicable law, regulation or rule;
- (j) you have read and understood all of these Terms including the Schedule;
- (k) 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 Company, its Affiliates, representatives, employees, directors and agents have no control over the functioning of the Ethereum blockchain and associated blockchain networks and that the Company, its Affiliates, representatives, employees, directors and agents shall not be liable for any issues arising therefrom (including any errors with the smart contract which interfere with the distribution of the Tokens); and
- (l) 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, and shall continue to be true, complete, accurate and non-misleading notwithstanding the receipt by you of all of the Tokens.

9.2. By participating in this Fire Sale, 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 Fire Sale may have for you, and agree not to hold the Company, its Affiliates, representatives, employees, directors, agents or any other person liable for any tax liability associated with or arising therefrom;
- (g) none of the Company, 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; and
- (h) you waive the right to participate in a class action lawsuit or a class wide arbitration against the Company, its Affiliates, representatives, employees, directors and agents and/or any person involved in the Fire Sale.

10. RESTRICTIONS ON USE OF THE WEBSITE

10.1. 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 Company'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 Company'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 Company and/or its Affiliates may

issue from time to time.

11. DISCLAIMERS

11.1. The Tokens and the Website are provided on an “as-is” and “as-available” basis without warranties or representations of any kind. The Company, 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 in the Fire Sale or any subsequent distributions will be free of viruses or other harmful components;
- (e) that certain products, company names or material displayed on the Website do not contain intellectual property belonging to third parties. The Company 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 Company, its Affiliates, representatives, employees, directors and agents 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 Fire Sale, 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.

11.2. 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 Fire Sale, you expressly acknowledge and agree to this, and waive all rights, claims and/or causes of action and release the Company, 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 Company, its Affiliates, representatives, employees, directors and agents for any losses, damages or costs incurred as a result of, or in connection with the Fire Sale.

11.3. To the maximum extent permitted by all Applicable Laws, regulations and rules, the Company, 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, launch of Tokens and/or Fire

Sale;

- (b) any failure, or disruption to, the Project, the Fire Sale, the operations of the Company, 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 Fire Sale or your participation in the Fire Sale;
- (d) any prohibition, restriction or regulation by any government or regulatory authority in any jurisdiction applicable to the Project, the Fire Sale, or your participation in the Fire Sale;
- (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 Fire Sale;
- (g) any risks associated with your participation in the Fire Sale or holding of Tokens; and
- (h) all other risks, direct, indirect or ancillary, whether in relation to your participation in the Project, Fire Sale and/or holding of Tokens which are not specifically or explicitly contained in or stated in these Terms.

12. LIMITATION OF LIABILITY

12.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT SHALL THE COMPANY, 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 THE FIRE SALE, THE PROJECT OR OTHERWISE RELATED TO THESE TERMS, EVEN IF THE COMPANY 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.

12.2. Without prejudice to Clause 12.1, and to the maximum extent permitted by Applicable Laws, you hereby agree that the aggregate liability of the Company, its Affiliates, representatives, employees, directors and agents and such other persons involved in the Fire Sale in tort, contract or otherwise, arising out of or in connection with the participation in the Fire Sale shall in any event be limited to the purchase consideration paid to the Company, less any Refunds.

13. THIRD PARTY LIABILITY

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

14. CONFIDENTIALITY

- 14.1. As used in these Terms, “**Confidential Information**” means any information and data of any kind that a disclosing party (“**Discloser**”) designates as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential whether disclosed before, on or after the date of the latest version of these Terms by the Discloser or any of its representatives, to the receiving party (“**Recipient**”) or any of its representatives, and **includes without limitation, these Terms**, technology, information and/or personal data provided by the Discloser, its Affiliates, representatives, employees, agents, independent contractors, advisors or consultants, whether disclosed or communicated verbally, in writing, or in any other tangible form, and whether relating to the Discloser’s business, operations, processes, plans, strategies, requirements, inventions, product or service information, pricing, know-how, design rights, trade secrets, software, systems, market opportunities, negotiations, discussions, and contracts with other companies, customers, investor information, business affairs, the existence, nature, status and content of discussions or negotiations between the parties, including any termination of those discussions or negotiations, any copy, report, forecast, valuation, analysis, compilation, study, memorandum, note or other document or material prepared by or for the Recipient or any of its representatives that contains or reflects or is otherwise based upon (whether in whole or in part) any of the information described herein, including, without limitation information relating to the Discloser’s business operations or business relationships, financial information, transaction records, fee arrangements, transactions, accounts, personal data, pricing information, business plans, customer lists, data, records, reports, trade secrets, software, formulas, inventions, techniques, strategies and any data or information designated as confidential by the Discloser or which would be understood by a reasonable person as being of a confidential nature. Notwithstanding anything to the contrary in this Clause 14, this Clause 14 may be waived for disclosure of the Terms by the Company in the Company’s sole and absolute discretion.
- 14.2. The Recipient will not disclose the Confidential Information to any third party without the prior written consent of the Discloser, except as provided to such party’s officers, directors, agents, employees, consultants, contractors and professional advisors who need to know the Confidential Information for the purposes of performance of these Terms and who are informed of, and who agree to be or are otherwise bound by obligations of confidentiality no less restrictive than, the obligations set forth herein. The Recipient will protect such Confidential Information from unauthorised access, use and disclosure and shall exercise in relation to such Confidential Information no lesser security and control measures and degree of care than those which the Recipient applies to its own confidential information. The Recipient shall not use the Discloser’s Confidential Information for any purpose other than to perform its obligations or exercise its rights under these Terms. The obligations herein shall not apply to:

- (a) any information that is or becomes generally publicly available through no fault of the Recipient;
 - (b) any information that the Recipient obtains from a third party (other than in connection with these Terms) that, to the Recipient's best knowledge, is not bound by a confidentiality agreement prohibiting such disclosure; and
 - (c) any information that is independently developed or acquired by the Recipient without the use of or reference to Confidential Information of the Discloser.
- 14.3. Confidential Information includes all documents and other tangible objects containing or representing Confidential Information and all copies or extracts thereof or notes derived therefrom that are in the possession or control of the Recipient and all of the foregoing shall be and remain the property of the Discloser. At the Discloser's request, the Recipient shall return or destroy all Confidential Information; provided, however, the Recipient may retain one (1) copy of Confidential Information:
- (a) if required by Applicable Laws; or
 - (b) pursuant to a bona fide and consistently applied document retention policy,
- provided, further, that in either case, any Confidential Information so retained shall remain subject to the confidentiality obligations of these Terms.
- 14.4. If the Confidential Information disclosed under these Terms or any other agreement that the Company may enter into with the User includes the personal data of the Discloser and/or personal data of any individual:
- (a) the Discloser hereby consents to the collection, processing, use and disclosure of its personal data by the Recipient in accordance with these Terms and our privacy policy; and
 - (b) the Discloser hereby undertakes, represents and warrants to the Recipient that the Discloser has notified such individual of the purposes for which the Recipient may use his/her personal data and has obtained such individual's consent for the collection, processing, use and disclosure of his/her personal data by the Recipient in accordance with these Terms.
- 14.5. The Discloser acknowledges and agrees that any consent given pursuant to these Terms in relation to personal data shall survive death, incapacity, bankruptcy or insolvency of any such individual and the termination or expiration of these Terms.

15. Termination

- 15.1. The Company reserves the right to temporarily suspend or permanently disable any User's access and/or use of all or any part of the Website at any time for any reason, including where the Company is required to do so by Applicable Laws or pursuant to a request by any government or

regulatory body, or where the Company suspects that User to be in breach of these Terms, without notice.

- 15.2. These Terms shall expire and terminate with respect to each User (without relieving the parties of any obligations arising from a prior breach of or non-compliance with these Terms, or accrued obligations) upon Release of all of the Purchase Tokens such User may receive pursuant to these Terms.
- 15.3. Upon expiry or termination of these Terms, each User hereby waives all rights in respect of the Website, Tokens and any consideration payable for the Tokens, and releases the Company, its Affiliates, representatives, employees, directors and agents 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) in respect of the Website and Tokens.
- 15.4. Clauses 4.2, 4.3, 4.5, 5, 6.3, 6.5 to 6.12, 7 to 14, 15.3, 15.4 and 16 shall survive any termination or expiration of these Terms.

16. MISCELLANEOUS

- 16.1. 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.
- 16.2. Force Majeure Event. Notwithstanding any other provision in these Terms, the Company will not be liable for non-performance, error, interruption or delay in the performance of the Company's obligations under these Terms, if this is due in whole or in part, directly or indirectly to a cause beyond the Company's reasonable control, such as any Force Majeure Event.
- 16.3. Costs and Expenses. Each party to these Terms shall bear their own respective costs and expenses incurred in connection with the Fire Sale, the execution of these Terms and the performance of their respective obligations hereunder. For the avoidance of doubt, each User shall bear any transaction, administrative, network or gas fees that may be required to enable the User to receive the Tokens from the Fire Sale.
- 16.4. 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.
- 16.5. Taxation. Each User bears the sole responsibility for determining if the receipt of Tokens and/or payment of the purchase consideration for the Purchase Tokens pursuant to these Terms, has tax implications for such User in the User's jurisdiction. By agreeing to these Terms and to the extent permitted by Applicable Laws, the User agrees not to hold any of the Company, its Affiliates,

representatives, employees, directors and agents liable for any tax liability associated with or arising from the purchase of the Tokens. The User 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 User's (i) receipt of the Tokens under or in connection with these Terms and (ii) payment of the purchase consideration for the Purchase Tokens. The Company shall not be responsible for withholding, collecting, reporting, paying, settling and/or remitting any taxes payable by the User (including, but not limited to, any income, capital gains, sales, value added or similar tax) which may arise from the User's (a) receipt of the Tokens under or in connection with these Terms and (b) payment of the purchase consideration for the Purchase Tokens.

- 16.6. Notices. You acknowledge and agree that any and all notices and communications that the Company may provide to you, including these Terms may be provided in electronic form and/or delivered to your Whitelisted Wallet. Any queries regarding these Terms may be directed to us at legal@memecoin.org.
- 16.7. 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.
- 16.8. No Assignment. The Company 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 Company, which the Company 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.
- 16.9. 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.
- 16.10. Third Party Rights. A person who is not a party to these Terms has no right under Applicable Laws to enforce any Terms, save that the Company'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.
- 16.11. Governing Law. These Terms shall be governed by and construed in accordance with the laws of the British Virgin Islands without giving effect to the principles of conflicts of law.
- 16.12. 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 the laws of the British Virgin Islands.

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 Company's and/or its Affiliates' exclusive control. Adverse changes in market forces or the technology, broadly construed, may prevent or compromise the Company'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 Company 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 Company 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 Company, the Company 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 Company 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 Company'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 Company gives no warranty and/or guarantee as to the intrinsic value of the Tokens. The Company cannot ensure that the purchase price of the Purchase Tokens is indicative of the market price of the Tokens after they have been made available for trading on any cryptocurrency exchange or market.
- (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 Company and/or any of its Affiliates, the Tokens or any of the key personnel of the Company 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 Company 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 Company, 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 Company cannot foresee and it is unreasonable to believe that such risks could have been foreseeable and mitigated by the Company. Risks may further materialise as unanticipated.