

## TERMS OF BBDC TOKEN SALE

PLEASE READ THESE TERMS OF TOKEN SALE CAREFULLY. NOTE THAT SECTION 16 CONTAINS A BINDING ARBITRATION CLAUSE AND REPRESENTATIVE ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS OF TOKEN SALE, DO NOT PURCHASE TOKENS.

This document acts as an agreed upon Terms of Token Sale (“Terms”) between you (“Purchaser,” “You”) and Block Beats Token, Estonia (“BBDC,” “Company,” “we,” or “us”). Each of you and the Company are a “Party,” and together the “Parties.” You accept these Terms when you purchase BBDC (BBDC) tokens (“BBDC Tokens”).

BBDC Token is a digital product made by Block Beats Token, Estonia for the use by token holders within the BBDC Platform (“Platform”) to be exchanged for services offered by Platform and users of the Platform. Purchase of BBDC Tokens is subject to these Terms.

By purchasing BBDC Tokens from us, you will be bound by these Terms and all terms incorporated by reference. If you have any questions regarding these Terms, please contact the BBDC Trading Limited Tokens sales team at [support@theBlockBeats.com](mailto:support@theBlockBeats.com).

You and the Company agree as follows:

1. **Purchase of BBDC Tokens.** Subject to the Terms of Service and these Terms, the Company agrees to sell to you and you agree to purchase from Company a specific number of BBDC Tokens at the price listed on <https://theBlockBeats.com> (“Site”) depending on the time of purchase.

2. **Scope of Terms.**

(a) Unless otherwise stated herein, these Terms govern purchase of BBDC Tokens from the Company during sale period from 23 April, 2020 to 27 June, 2020 (“Sale Period”). A Sale Period may be terminated sooner if a hard cap as provided on the Site is reached (“Hard Cap”). Any payment received by the Company after the end of the Sale Period will be accepted only if it was originated during such period. Company may request to provide evidence of payment from Purchaser. No payment will be accepted after the Sale Period is over or when the Hard Cap is reached.

(b) Any use of BBDC Tokens will be governed primarily by other applicable terms and policies, [which will be available on the Site or affiliated sites upon the distribution of the BBDC Tokens] (collectively, “BBDC Terms of Use”). The BBDC Terms of Use may change from time to time at the Company’s sole discretion with the amended BBDC Terms of Use posted instead of the previous version.

(c) To the extent of any conflict with these Terms, the BBDC Terms of Use shall control with respect to any issues relating to the use of BBDC Tokens.

3. **Purchase Procedure.**

(a) Purchase of BBDC Tokens requires a creation of the Account on the Site, or an integrated Wallet Partner Account.

(b) A transfer of funds for the purpose of purchasing BBDC Tokens to your Account will be treated as a deposit and you would be required to manually complete the purchase to claim available discounts or bonuses. However, if you fail to complete your purchase or request a refund of your deposit by the end of Sale Period, if any, you would be deemed to have purchased BBDC Tokens on the last day of the token sale at a price available then. The number of purchased BBDC Tokens shall be determined based on the total amount you used for the purchase of the BBDC Tokens with applicable discounts and bonuses available to you, and/or total amount of your transfer you made for the purpose of purchasing BBDC Tokens if you fail to make a purchase during the time when bonuses were offered. At the Company's sole discretion, Company may decide to enable the auto buy feature within the token sale platform Site, at which time all deposits will automatically and immediately purchase BBDC tokens using the amount deposit. The token sale platform Site will indicate such enablement, and no additional notice is required.

(c) Prior to distribution of BBDC Tokens, you are required to provide an address of the third party digital wallet ("External Wallet"), where your purchased BBDC Tokens would be distributed to and complete necessary steps to connect your External Wallet to the Account. The External Wallet must support the ERC-20 tokens standard. For any assistance with the setup of the External Wallet, Purchaser shall contact support@TheBlockBeats.com.

(d) Following the successful purchase, the information about purchased BBDC Tokens will be reflected within 72 hours in your Account. Failure to provide the information and/or meet the 72 hour timeline for any reason does not invalidate the purchase. The purchased BBDC Tokens would be available for withdrawal upon distribution by BBDC as set forth in Sections 4 and 5 of these Terms.

4. **Date of Distribution.** Within 10 business days following the end of token sale, the BBDC Tokens will be distributed by Company to purchasers. Failure to meet this deadline does not invalidate any of the conditions of this agreement.

5. **Terms and Conditions of BBDC Token.** The BBDC Token terms and conditions are as set forth in the Whitepaper located on the Site, which terms are incorporated hereto by reference.

6. **Cancellation; Refusal of Purchase Requests.** The purchase of BBDC Tokens from Company is final upon the distribution of BBDC Tokens and there will be no refunds or cancellations except as specifically provided in these Terms. However, prior to the distribution of BBDC Tokens, purchaser may request a refund by contacting Company at support@TheBlockBeats.com. In addition, Company reserves the right to cancel any BBDC Token purchase or refuse any purchase requests at Company's sole discretion for any reason. In case of a refund, Company will issue a refund in the same form of payments as was made by you and to the same wallet address, bank account, or a third party payment processor where your funds were transferred from. We may deduct the transaction cost, price difference, and processors fees from the refund amount, if any.

7. **Acknowledgment and Assumption of Risks.** You acknowledge and agree that there are risks associated with purchasing BBDC Tokens, holding BBDC Tokens, and using BBDC Tokens, as disclosed in the Whitepaper. In case of questions regarding these risks, you shall contact the sales team at support@theBlock Beats.com. BY PURCHASING BBDC TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

8. **Representations and Warranties.** In connection with the purchase of the BBDC Tokens, you represent to Company the following:

(a) You have full legal capacity, power and authority to accept these Terms and to perform your obligations hereunder.

(b) You are aware of the terms and conditions of the BBDC Tokens and have acquired sufficient information about the BBDC Tokens to reach an informed and knowledgeable decision to acquire the BBDC Tokens.

(c) You have sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand these Terms and to appreciate the risks and implications of purchasing the BBDC Tokens.

(d) You understand that the BBDC Tokens confer only the rights described in the Whitepaper, and confer no other rights of any form with respect to BBDC, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights.

(e) You are not purchasing BBDC Tokens for any uses or purposes, including but not limited to any investment, speculative or other financial purposes, which are not specified in the Whitepaper.

(f) You understand that the BBDC Tokens are not digital currency, a security, commodity or any other kind of financial instrument and have not been registered under the securities law of the United Kingdom or the securities laws of any other country, including the securities laws of any jurisdiction in which you reside.

(g) You have satisfied yourself as to the full observance of the laws of your jurisdiction in connection with any invitation to purchase the BBDC Tokens or any use of these Terms, including (i) the legal requirements within its jurisdiction for the purchase of the BBDC Tokens, (ii) any foreign exchange restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained.

(h) Your purchase, payment for, and continued beneficial ownership of the BBDC Tokens will not violate any applicable laws of your jurisdiction.

(i) You shall comply with any applicable tax obligations in all relevant jurisdictions arising from the purchase of BBDC Tokens.

(j) If you are purchasing Tokens on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly).

9. **Reliance and Waiver.** You acknowledge and agree that by purchasing BBDC Tokens, you have not relied on any statement, representation, guarantee, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (including Company, Company's Parties or anyone else) other than as expressly set out in these Terms. You irrevocably and unconditionally waive all claims, rights and remedies that, but for this clause, you might otherwise have had in relation to any of the foregoing. Nothing in this clause shall limit or exclude any liability for fraud.

10. **Indemnification.**

(a) To the fullest extent permitted by applicable law, you shall indemnify, defend and hold harmless Company and Company's respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns ("Company Parties") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) purchase or use of BBDC Tokens, (ii) your responsibilities or obligations under these Terms, (iii) your breach of these Terms, or (iv) your violation of any rights of any other person or entity, and (v) your violation of any laws.

(b) Company reserves the right to exercise sole control over the defence, at your expense, of any claim subject to indemnification under Section 11(a). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

11. **Disclaimers.**

(a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN WRITING BY COMPANY, (A) THE BBDC TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE BBDC TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (B) COMPANY DOES NOT REPRESENT OR WARRANT THAT THE BBDC TOKENS ARE RELIABLE, CURRENT OR ERRORFREE, MEET PURCHASER'S REQUIREMENTS, OR THAT DEFECTS IN THE BBDC TOKENS WILL BE CORRECTED; AND (C) COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE BBDC TOKENS OR THE DELIVERY MECHANISM FOR BBDC TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

(b) Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this Section may not apply to you.

12. **Limitation of Liability.**

(a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (i) IN NO EVENT WILL COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE BBDC TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND (ii) IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE BBDC TOKENS, EXCEED THE AMOUNT YOU PAY TO THE COMPANY FOR THE BBDC TOKENS CALCULATED IN THE U.S. DOLLARS AT THE TIME OF PAYMENT REGARDLESS OF THE CURRENCY USED FOR PAYMENT.

(b) THE LIMITATIONS SET FORTH IN SECTION 13(a) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE COMPANY.

(c) Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section may not apply to you.

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

14. **Governing Law.** The validity, interpretation, construction and performance of these Terms, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of United Kingdom, without giving effect to principles of conflicts of law. For purposes of litigating any dispute that may arise directly or indirectly from this Agreement, the parties hereby submit and consent to the exclusive jurisdiction of United Kingdom and agree that any such litigation shall be conducted only in the courts of United Kingdom and no other courts.

15. **Dispute Resolution; Arbitration.**

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM COMPANY.

(a) **Binding Arbitration.** Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “Disputes”) in which either Party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company (i) waive your and the Company’s respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and the Company’s respective rights to a jury trial. Instead, you and the Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

(b) **No Class Arbitrations, Class Actions or Representative Actions.** Any Dispute arising out of or related to these Terms is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

(c) **Notice; Informal Dispute Resolution.** Each Party will notify the other Party in writing of any arbitrable Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Company shall be sent by e-mail to the support team at support@TheBlock Beats.com. Notice to you shall be sent to the email address provided by you in your Account. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or Company may, as appropriate and in accordance with this Section 16, commence an arbitration proceeding or, to the extent specifically provided for in Section 16 (a), file a claim in court.

16. **Set off.** Without prejudice to any other rights or remedies available to us under these Terms or otherwise, we shall be entitled to set off any amounts otherwise payable by us to you hereunder, against any liability of you to us, including any claims we have against you resulting from or arising from, your breach of these Terms.

17. **Relationship of Parties.** There is no relationship of exclusivity, partnership, joint venture, employment, agency or franchise between you or us under these Terms. Neither party has the authority to bind the other (including the making of any representation or warranty, the assumption of any obligation or liability and/or the exercise of any right or power), except as expressly provided in these Terms.

18. **Personal Information.** We may determine, in our sole discretion, that it is necessary to obtain certain information about you in order to comply with applicable law or regulation in connection with selling Tokens to you. You agree to provide us such information promptly upon request, and you acknowledge BBDC that we may refuse to distribute Tokens to you until you provide such requested information and we have determined that it is permissible to distribute Tokens to you under applicable law or regulation.

19. **Miscellaneous.**

(a) **Entire Agreement.** These Terms set forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

(b) **Amendments.** These Terms may be modified by Company at any time for any reason by placing modified Terms on the Site. We will provide notice of any amendment to these Terms by posting any revised terms to the Site and updating the “Last updated” field above accordingly or by any other method we deem appropriate. We are not obligated to provide notice in any other method beyond these. Any change to these Terms will be effective immediately upon such notice and apply to all purchases of BBDC Tokens. If you disagree with the changes in these Terms, you may request a refund by contacting support@TheBlock Beats.com. Failure to request a refund will result in the application of changed Terms to your purchase.

(c) **Binding Agreement.** These Terms provide the legally binding terms and conditions for the sale and purchase of the BBDC Tokens. By purchasing the BBDC Tokens, you acknowledge its understanding and acceptance. You are bound by the Terms in existence at the time of your purchase of BBDC Tokens. If you are making a purchase on behalf of the legal entity, you understand and accept these Terms on behalf of that entity (to which refers to “you” shall also apply) and warrant that you are duly authorized to act on behalf of that legal entity.

(d) **Successors and Assigns.** Except as otherwise provided in these Terms, these Terms and the rights and obligations of the parties hereunder will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. Company may assign any of its rights and obligations under these Terms. No other party to these Terms may assign, whether voluntarily or by operation of law, any of its rights and obligations under these Terms, except with the prior written consent of the Company.

(e) **Severability.** In the event any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions of these Terms shall nevertheless be binding upon Company and you with the same effect as though the void and unenforceable part had been severed and deleted.

(f) **Headings.** The article headings of these Terms are included for the convenience only and shall not affect the construction or interpretation of these Terms.

(g) **Legislation.** Any reference to a statute, statutory provision, ordinance, subordinate legislation, code or guideline ("legislation") is a reference to that legislation and all other subordinate legislation made under the relevant legislation as amended and in force from time to time and to any legislation that re-enacts or consolidates (with or without modification) any such legislation.

(h) **Acceptance.** You expressly agree with and accept these Terms and all terms incorporated herein by reference by proceeding with the purchase of BBDC Tokens.

## 20. **BUYER ACKNOWLEDGEMENTS OF RISKS**

TOKENS MAY HAVE NO VALUE. BUYER MAY LOSE ALL AMOUNTS PAID. Buyer has carefully reviewed, acknowledges, understands and assumes the following risks, as well as all other risks associated with the Tokens (including those not discussed herein), all of which could render the Tokens worthless or of little value:

(a) **Basis for Purchase.** Purchasing Tokens is at Buyer's sole risk and that the Tokens are each provided, used and acquired on an "AS IS" and on an "AS AVAILABLE" basis without representations, warranties, promises or guarantees whatsoever of any kind by Company. Buyer must rely on its own examination and investigation thereof.

(b) **No Rights, Functionality or Features.** Tokens have no rights, uses, purpose, attributes, functionalities or features, express or implied, outside the Project.

(c) **Project.** Tokens may not be usable on the Project and do not entitle Buyer to anything with respect to the Project.

(d) **Purchase Price Risk.** There are no guarantees as to the price of Tokens purchased by Buyer and no guarantees that the price per Token determined by the market will be equal to or higher. There is the possibility that the price per Token may fall below the price paid by initial buyers of Tokens during the initial distribution period. Company reserves the right to change the duration of any timeframe for the distribution of Tokens, including, without limitation, the unavailability or non-functionality of the Website or other unforeseen procedural or security issues.

(e) **Blockchain Delay Risk.** On the Ethereum Protocol, transactions may not be recorded in the last-closed ledger until the transaction has been ratified through the BBDC algorithm. Timing of ratification may occur at random times. For example, Token transfers in a given open ledger may not be included in the next last-closed ledger, and may be included in the candidate set for the beginning of the consensus



process on the next open ledger. As a result, the last-closed ledger may not include Buyer's transaction at the time Buyer expects and Buyer may not receive Tokens on the same day Buyer purchases the Tokens.

(f) **BBDC Ledger.** Transactions on the BBDC Ledger may be delayed or lost due to operational error or malicious attacks by third parties. Buyer acknowledges and understands that the last-closed ledger may not include Buyer's transaction when Buyer wants or expects and that Buyer's transaction may be excluded or discarded entirely.

(g) **Operational Error.** Buyer may never receive Tokens and may lose the entire amount Buyer paid to Company for such Tokens as a result of interruptions and operational errors in the process of purchasing or receiving the Tokens.

(h) **Ability to Transact or Resell.** Buyer may be unable to sell or otherwise transact in Tokens at any time, or for the price Buyer paid due to (a) diminution in value of the Tokens; (b) lack of liquidity for the Tokens; or (c) Company imposing restricts on the transferability of the Tokens.

(i) **Token Security.** Tokens may be subject to expropriation and or/theft. Hackers or other malicious groups or organizations may attempt to interfere with the Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus- based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the BBDC Protocol rests on open source software and Tokens are based on open source software, there is the risk that the BBDC Protocol may contain intentional or unintentional bugs or weaknesses which may negatively affect the Tokens or result in the loss of Buyer's Tokens, the loss of Buyer's ability to access or control Buyer's Tokens or the loss of any other assets in Buyer's account. In the event of such a software bug or weakness, there may be no remedy and holders of Tokens are not guaranteed any remedy, refund or compensation.

(j) **Access to Private Keys.** Tokens purchased by Buyer may be held by Buyer in Buyer's digital wallet or vault, which requires a private key, or a combination of private keys, for access.

Accordingly, loss of requisite private key(s) associated with Buyer's digital wallet or vault storing Tokens may result in loss of such Tokens, access to Buyer's Token balance or any balances in blockchains created by third parties. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service Buyer uses, may be able to misappropriate Buyer's Tokens. Company is not responsible for any such losses.

(k) **New Technology.** The Project and all of the matters set forth in the Whitepaper are new and untested. The Project might not be capable of completion, implementation or adoption. Even if the Project is completed, implemented and adopted, it might not function as intended, and any tokens associated with a blockchain adopting the Project may not have functionality that is desirable or valuable. Also, technology is changing rapidly, so the Tokens and the Project may become outdated.

(l) **Tax Consequences.** The purchase and receipt of Tokens may have tax consequences for Buyer. Buyer is solely responsible for Buyer's compliance with Buyer's tax obligations.

(m) **Reliance on Third-Parties.** Even if completed, the Project may rely, in whole or partly, on third parties to adopt and implement it and to continue to develop, supply, and otherwise support it. There is no assurance or guarantee that those third parties will complete their work, properly carry out their obligations, or otherwise meet anyone's needs, all of which might have a material adverse effect on the Project.

(n) **Failure to Map a Public Key to Buyer's Account.** Failure of Buyer to map a public key to Buyer's account may result in third parties being unable to recognize Buyer's Token balance on the BBDC Ledger.

(o) **Exchange & Counterparty Risks.** If Buyer chooses to maintain or hold Tokens through a third party, Buyer's Tokens may be stolen or lost. In addition, third parties may not recognize Buyer's claim to any derivative tokens if and when launched by third parties according to the distribution rules set in the Project. Buyer holds Tokens through a third party at Buyer's own and sole risk.

(p) **Changes to the Project.** The Project is still under development and may undergo significant changes over time. Although Company intends for the Project to have the features and specifications set forth in the Whitepaper, Company may make changes to such features and specifications for any number of reasons, any of which may mean that the Project does not meet Buyer's expectations. As a result: (a) the Project may never be completed; (b) the Project may not be completed as initially proposed by Company, and in a different or modified form; (c) a blockchain utilizing or adopting features of the Project may ever be launched; and (d) a blockchain may never be launched with or without changes to the Project.

(q) **Project Completion.** The development of the Project may be abandoned for a number of reasons, including, but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.

(r) **Lack of Interest.** Even if the Project is finished, launched and adopted, the ongoing success of the Project relies on the interest and participation of third parties. There can be no assurance or guarantee that there will be sufficient interest or participation in the Project.

(s) **Uncertain Regulatory Framework.** The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities may regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations or rules that may affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact Tokens in various ways, including, for example, through a determination that Tokens are regulated financial instruments that require registration. Company may cease the distribution of Tokens,

the development of the Project or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

(t) **Risk of Government Action.** The industry in which Company operates is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of Company or pursue enforcement actions against Company. Such governmental activities may or may not be the result of targeting Company in particular. All of this may subject Company to judgments, settlements, fines or penalties, or cause Company to restructure its operations and activities or to cease offering certain products or services, all of which could harm Company's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the Tokens or the development of the Project.