Terms of Sale

The terms and conditions below (the "**Terms of Sale**") certify that in exchange for the payment by the purchaser (the "**Purchaser**") of certain sum of Ether (ETH), **Shieldcure Pte. Ltd.**, a Singapore corporation (the "**Company**"), hereby issues to the Purchaser the right to acquire certain units of ID (the "**Tokens**") subject to the terms set forth below.

By purchasing the Tokens, the Purchaser is agreeing to these Terms of Sale. The Purchaser agrees that it has read and understood these Terms of Sale.

These Terms of Sale are not intended to and does not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an offering of securities in Singapore or any other jurisdiction. The Purchaser acknowledges and agrees that its decision to purchase, hold and/or use the Tokens is based primarily on the benefits to be gained from the right to use the Tokens for the Service (as defined below) and not on any fluctuations in value of the Tokens.

The Purchaser acknowledges and agrees that the purchasing or holding of the Tokens does not grant it any right to participate in any pooled profits, income or other payments or returns.

1. Definition and Interpretations

1.1. In these Terms of Sale, unless the context otherwise requires, the following expressions shall have the following meanings:

> 1.1.1. "**Address**" shall have the meaning ascribed to it in Clause 3.6.
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> 1.1.2. "**Closing**" shall have the meaning ascribed to it in Clause 3.2.2.
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> 1.1.3. "**Company Representatives**" shall have the meaning ascribed to it in Clause 3.7.5.
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> 1.1.4. "**Ecosystem**" shall have the meaning ascribed to it in Clause 2.1.
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> 1.1.5. "**Hard Cap**" shall have the meaning ascribed to it in Clause 3.4.2.
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> 1.1.6. "**ICO**" shall have the meaning ascribed to it in Clause 3.1.
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> 1.1.7. "**Payment**" shall have the meaning ascribed to it in Clause 3.6.
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> 1.1.8. "**Personal Data**" means all data which is defined to be "personal data" under the Personal Data Protection Act 2012 (No. 26 of 2012, Singapore). This includes all information which identifies or which relates to an individual. Examples of Personal Data are an individual's name, NRIC number or FIN, name and residential address, or mobile telephone number.
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> 1.1.9. "**Purchase Email**" shall have the meaning ascribed to it in Clause 3.7.1.

1.1.10. "**Purchaser's Wallet**" shall have the meaning ascribed to it in Clause 3.7.1.

1.1.11. "**Services**" shall have the meaning ascribed to it in Clause 2.1.

1.1.12. "**Token Price**" shall have the meaning ascribed to it in Clause 3.4.1.

1.1.13. "**Token Sale Event**" shall have the meaning ascribed to it in Clause 3.2.

1.1.14. "**Website**" shall have the meaning ascribed to it in Clause 2.1.

1.1.15. "**Whitepaper**" shall have the meaning ascribed to it in Clause 2.1.

1.2. In these Terms of Sale: (i) whenever the words "*include*", "*includes*" or "*including*" are used in these Terms of Sale, they will be deemed to be followed by the words "*without limitation*"; (ii) words importing the singular only shall also include the plural and vice versa where the context requires; (iii) references to a statute or statutory provision in these Terms of Sale are to Singapore statutes or statutory provision unless otherwise stated, and shall include that statute or provision as from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to the subject matter of or the transactions entered into in accordance with these Terms of Sale; and (iv) clause headings are inserted for convenience only and shall not affect the interpretation of these Terms of Sale.

2. Shieldcure Ecosystem

2.1. The Purchaser understands that the Company plans to develop a multibiometric authentication-based blockchain platform that supports trade of and payment with digital assets and highly-secured identity verification system ("**Ecosystem**"). The Company aims to maximize convenience and security of identity verification by utilizing integrated blockchain and multi-factor authentication technologies by which digital assets are directly traded using multi-currency wallet (the "**Services**"). Additional information regarding the Ecosystem, the Services, and the Company is in further described in the Whitepaper (the "**Whitepaper**") available at www.shieldcure.com (the "**Website**"). All descriptions in the Whitepaper are based on assumptions regarding the Company's business and environment, as held by the Company on the date the Whitepaper was last updated, as well as the Company's views and intentions as of such date. The Company's assumptions, views, and intentions may change in view of future events.

2.2. In the Whitepaper, statements preceded by, followed by or which include words and expressions similar to "*developing*", "*believes*", "*will*", "*fulfilment*", "*available*", "*enable*", "*expected*", "*planned*" and all descriptions of the Company are forward-looking statements, and due to risks, uncertainties, and future events, plans discussed in the Whitepaper may not occur as the Company expects, or at all. Do not place undue reliance on any forward-looking statements in the Whitepaper.

3. Token Sale

3.1. <u>Number of Tokens</u>. The Company expects to launch a public initial coin offering ("**ICO**") to issue a total of five billion (5,000,000,000) Tokens, which will be allocated as described in Schedule 1. The Company expects to allocate up to two billion (2,000,000,000) Tokens to be made available for sale during the Token Sale Event and private token sale events in accordance with these Terms of Sale.

3.2. <u>Token Sale Event</u>

    3.2.1. **ICO**: The Company will conduct public pre-sales of the Tokens beginning at *09:00PM (UTC+9) on or about 15 May 2018*, and ending at *00:00PM (UTC+9) on or about 1 June 2018* (the "**Token Sale Event**").

    3.2.2. **Closure of Token Sale Event**: The Token Sale Event will close upon completion of the Token Sale Event or the Hard Cap is reached, whichever occurs first ("**Closing**").

3.3. At any time prior to the Closing, the Company may either temporarily suspend or permanently abort the Token Sale Event. In the event that the Token Sale Event is aborted prior to the Closing, the Tokens will not be available for purchase and any Payment shall be returned to the Purchaser.

3.4. <u>Payment</u>

    3.4.1. **Token Price**: The Purchaser hereby agrees to pay the following consideration for the Token Sale Event and will acquire the Tokens in exchange for the pre-defined sale price of USD 1,000 (ETH equivalent) per 18,600 Tokens ("**Token Price**").

    3.4.2. **Hard cap**: The maximum number of Tokens to be raised through the Token Sale Event and private token sale events will be 227,000,000 ID ("**Hard Cap**").

    3.4.3. The Company reserves the right to refuse or cancel any purchase of the Tokens or the Payment at any time in its sole discretion.

3.5. <u>Purchase of Tokens</u>. During the Token Sale Event, the Purchaser may purchase the Tokens from the Company by accessing the sale platform (accessible at www.shieldcure.com) made available on the Website and designated for the purpose of allowing members of the public to purchase Tokens during the Token Sale Event, providing all requested details, including but not limited to Purchase E-mail and number of Tokens to be purchased, and accepting these Terms of Sale; or

3.6. <u>Immediate Payment and Independent Confirmation of Purchase</u>. The Company will provide the Purchaser with a unique intermediary ETH address (the "**Address**"), to which the Purchaser must pay the full Token Price immediately at the time of its purchase of the Tokens (the "**Payment**"). Using this address, the Purchaser can track and confirm that the Purchaser's ETHs have been received at that address and has been subsequently and automatically sent to the initial address. Knowledge of the unique intermediary ETH address

does not constitute a purchase receipt or indicate in any way that any party possessing such knowledge has rights to or ownership of the purchased Tokens. The Purchaser is solely responsible for ensuring that: (i) the Payment is transferred to the correct Address without errors; and (ii) it transfers sufficient Payment to purchase the number of the Tokens it wishes to purchase. The Purchaser shall bear any third party transaction fees that may be incurred in connection with the Payment.

3.7. Distribution of Tokens.

3.7.1. **Purchase Email**: As part of the purchase process, and in order to purchase Tokens, a Purchaser will need to provide an email address (the "**Purchase Email**"). The Purchase Email will be used to email the Purchaser a notice of the creation of: (i) a user account on the Website; and (ii) the Purchaser's account on the Company's wallet service accessible on the Website (the "**Purchaser Wallet**"), which will enable the Purchaser to claim its purchased Tokens once the Tokens have been developed and are ready for delivery.

3.7.2. **Token Allocation**: Within a period of no more than three weeks from Closing, the Company will allocate the purchased Tokens to the Purchaser Wallet.

3.7.3. **ERC-20 compliant tokens**: The Tokens will be distributed to the Purchaser as ERC-20 compliant Ethereum network tokens.

3.7.4. The Company reserves the right to migrate the ERC-20 tokens to another protocol in the future should the Company determine, in its reasonable discretion, that doing so is necessary or desirable for the operation of the Ecosystem. Upon the Company's request, the Purchaser agrees to take any and all actions reasonably necessary to effectuate the migration of its ERC-20 tokens to another protocol identified by the Company. If the Purchaser fails to effectuate such migration, the Tokens may not be compatible with the Services going forward.

3.7.5. Notwithstanding any other provision of these Terms of Sale, the Company and its related corporations shall not be responsible or liable for any damages, losses, costs, fines, penalties or expenses of whatever nature, whether or not reasonably foreseeable by the parties, which the Purchaser may suffer, sustain or incur, arising out of or relating to its failure to effectuate such migration of the Purchaser's ERC-20 tokens to another protocol identified by the Company.

3.7.6. By purchasing Tokens, and to the extent permitted by applicable law, the Purchaser agrees not to hold the Company, its affiliates, and the officers, directors, agents, joint ventures, employees and suppliers of the Company, now or in the future and any other member of the Company (collectively the "**Company Representatives**") liable for any special, incidental, or consequential damages, losses, costs, fines, penalties or expenses or whatever nature, whether or not reasonably foreseeable by the Parties, arising out of any act or omission of the

Purchaser, including any failure of its account or failure to effectuate such migration of the Purchaser's ERC-20 tokens to another protocol identified by the Company.

3.8. <u>All Purchased Tokens are Non-Refundable</u>. ALL PURCHASES OF TOKENS ARE FINAL, IRREVERSIBLE AND NON-REFUNDABLE. BY PURCHASING TOKENS, THE PURCHASER ACKNOWLEDGES THAT NEITHER THE COMPANY NOR ANY COMPANY REPRESENTATIVES ARE REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT THE PURCHASER WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR ANY TOKEN, EVEN IF THAT TOKEN IS NOT USED OR REMAINS UNUSED.

3.9. <u>Taxation</u>. Any amounts that the Purchaser pays for the Tokens are exclusive of all applicable taxes, and the Company makes no representations concerning the tax implications of the sale of Tokens or the possession or use of Tokens. The Purchaser bears the sole responsibility of determining if the purchase of Tokens with ETH or the potential appreciation or depreciation in the value of Tokens over time has tax implications for the Purchaser in the Purchaser's home jurisdiction, including goods and services, sales, use, value added and similar taxes. It is the Purchaser's sole responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. The Company is not responsible for withholding, collecting, reporting, or remitting any taxes including goods and services, sales, use, value added, or similar tax arising from the Purchaser's purchase of the Tokens. By purchasing Tokens, and to the extent permitted by law, the Purchaser agrees not to hold any of the Company Representatives liable for any tax liability associated with or arising from the purchase of Tokens.

3.10. The Company may enter into any number of agreements identical or similar to this Agreement in relation to sale of Tokens, a right to receive Tokens or any similar rights, without reference to the Purchaser.

3.11. The Company reserves the right to refuse or cancel any purchase of the Tokens or the Payment at any time in its sole discretion.

3.12. <u>Transferability</u>

3.12.1. Subject to Clause **오류! 참조 원본을 찾을 수 없습니다.**, following the Purchaser's purchase and issuance of the Tokens, it may transfer or sell the Tokens to any other person provided that the wallet to which the Tokens are transferred must be compatible with ERC-20 compliant Ethereum network tokens.

3.12.2. Upon any such transfer or sale, the relevant transferee/buyer shall be deemed to have agreed to these Terms of Sale. The Purchaser must inform the transferee or buyer of these Terms of Sale and the Purchaser must not transfer/sell Tokens to persons who do not agree to these Terms of Sale.

4. Purchaser's Obligation to Execute Relevant Documents and Provide Information

4.1. The Purchaser agrees to execute and deliver to the Company any and all other documents, and to provide the Company with any additional information, which may be useful or convenient for the Company in connection with the Tokens, the Token Sale Event and/or this Terms of Sale, including all such documents or information as may be requested by the Company from time to time. Depending on the circumstances the Company may require:

    4.1.1. documents to verify the identity, income, assets, residency or tax status of the Purchaser; and

    4.1.2. that the Purchaser issue various confirmations, or fill in particular forms (e.g. as part of a "*know your client*" process or procedure).

4.2. The Purchaser agrees and acknowledges that failure by the Purchaser to provide executed documents or information, if required by applicable laws, may delay or prohibit the issuance of the Tokens by the Company.

5. Purchaser's Representations and Warranties

5.1. The Purchaser represents and warrants that:

    5.1.1. the Purchaser has carefully reviewed and understood these Terms of Sale (including all Schedules which are part of these Terms of Sale) and have full power, authority and capacity to comply with these Terms of Sale;

    5.1.2. the Purchaser is legally permitted to purchase in the Purchaser's jurisdiction and such purchase of the Tokens complies with applicable laws and regulations in the Purchaser's jurisdictions, including: (i) legal capacity and any other threshold requirements in the Purchaser's jurisdiction for the purchase of the Tokens; (ii) any foreign exchange or regulatory restrictions applicable to such purchase; and (iii) any governmental or other consents that may need to obtained;

    5.1.3. the Purchaser understands, acknowledges and accepts sole responsibility for any restrictions and risks associated with the purchase, sale, use, creation and/or distribution of the Tokens and the operation and/or development of the Ecosystem, as set forth in Clause 6 below;

    5.1.4. the Purchaser is acquiring Tokens for the use of the Ecosystem, or to facilitate development, testing, deployment and operation of applications using the Ecosystem, and the Purchaser is not exchanging ETH for Tokens for the purpose of speculative investment;

    5.1.5. the Purchaser understands and accepts that the purchase, ownership, receipt, or possession of the Tokens carries no rights, express or implied, other than the rights to use the Tokens for the Services in the Ecosystem, and does not represent or

confers any ownership right or stake, share, security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the Ecosystem and/or the Company and its related corporations;

5.1.6. the Purchaser understands and accepts that the Tokens are not intended to be a digital currency, security, commodity, or any kind of financial instrument;

5.1.7. the Purchaser has obtained sufficient information about the Tokens, the Token Sale Event and the Ecosystem to make an informed decision to purchase the Tokens;

5.1.8. the Purchaser has sufficient understanding of the technical and business matters (including those that relate to the Ecosystem), usage and intricacies of cryptographic tokens (e.g., Bitcoin and ETH), token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to understand these Terms of Sale and to appreciate the risks and implications of purchasing the Tokens;

5.1.9. the Purchaser will transfer the Tokens from the Purchaser Wallet only to a wallet that technically supports the Tokens. The Purchaser understands and accepts that failure to adhere to this practice may lead to the result that it will not gain access to its Tokens;

5.1.10. the Purchaser will comply with any applicable tax obligations in its jurisdiction arising from its purchase of the Tokens;

5.1.11. if the Purchaser is purchasing the Tokens on behalf of any entity, that: (i) such legal entity is duly organised or incorporated and validly existing under the applicable laws of the jurisdiction of its incorporation or organisation; (ii) the Purchaser is authorized to accept these Terms of Sale on such entity's behalf; and (iii) such entity will be responsible for breach of these Terms of Sale by the Purchaser or any other employee or agent of such entity (references to "the Purchaser" in these Terms of Sale refer to the Purchaser and such entity, jointly);

5.1.12. the Purchaser is not a citizen or resident of a geographic area in which the purchase, acceptance of delivery of the Tokens or use of the Tokens for the Services is prohibited by applicable laws or regulations. The Purchaser agrees that if its country of residence or other circumstances change such that the above representations are no longer accurate, it will immediately cease using the Tokens and/or the Services;

5.1.13. the crypto-currency assets used by the Purchaser to purchase the Tokens are not derived from or related to any unlawful activities, including money laundering or terrorist financing, and the Purchaser will not use the Tokens to finance, engage in, or otherwise support any unlawful activities;

5.1.14. the Purchaser understands that with regard to the Tokens, no market liquidity is guaranteed, the value of the Tokens may experience extreme volatility and/or depreciate to become valueless;

5.1.15. the Purchaser will at all times maintain control of the Purchaser Wallet and keep the private keys associated with the Purchaser Wallet safe, and it will not share or disclose any credentials associated with the Purchaser Wallet with any other party. If the Purchaser transfers the Tokens from the Purchaser Wallet into another wallet owned by the Purchaser, it will likewise at all times maintain control of such other wallet and keep the private keys associated with such other wallet safe, and will not share or disclose any credentials associated with such other wallet with any other party;

5.1.16. the Purchaser understands and accepts that losing control of the private key associated the Purchaser Wallet or another wallet will, any ETH or the Tokens associated with such wallets will be unrecoverable and will permanently and irreversibly deny its access to its Tokens. The Purchaser understands that neither the Company nor any other person will be able to help it retrieve or reconstruct a lost private key or provide the Purchaser with access to any lost Tokens;

5.1.17. the Purchaser undertakes to promptly provide any information and documents as may be requested by the Company in its discretion from time to time, including complying with applicable laws, rules, regulations, guidance issued by any regulatory authority, or any requests by any government authority, regulatory authority, judicial body or court. To the extent that the Purchaser becomes aware of any change to the information or documents previously provided to the Company, the Purchaser undertakes to promptly notify the Company accordingly; and

5.1.18. to the extent required by applicable law, the Purchaser shall comply with all anti-money laundering and counter the financing of terrorism requirements, including, but not limited to: (a) the applicable financial recordkeeping and reporting requirements of the U. S. Currency and Foreign Transaction Reporting Act of 1970, as amended; (b) any applicable money laundering statutes of all jurisdictions in which the Purchaser is located; and/or (c) any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental authority to which it is subject.

5.2. The Purchaser undertakes and agrees to notify the Company immediately if any of the representations and warranties set out in Clause 5.1 become untrue, incomplete, invalid or misleading in any respect.

5.3. The Company reserves the rights to deny and invalidate the Payments made by, and/or withhold the distribution or activation of the Tokens from, any Purchaser who has made a false, incomplete or misleading representation, in the opinion of the Company.

6. Risk Factors

6.1. The operation and/or development of the Ecosystem and the purchase, sale, use, creation and/or distribution of Tokens carry with them significant risk. Prior to purchasing any Tokens, the Purchaser should carefully consider the risks set out below and, to the extent necessary, consult a lawyer, accountant, and/or tax professionals prior to determining whether to purchase Tokens. By purchasing, holding or using the Tokens, the Purchase expressly acknowledges and assumes the following risks:

(a) It is possible that the creation of the Tokens and the development of the Ecosystem may fail, be abandoned or be delayed for a number of reasons, including lack of interest from the public, lack of funding, or lack of commercial success or prospects (e.g. caused by competing projects).

(b) It is possible that the value of ETH will drop significantly in the future, depriving the Company of sufficient resources to continue to operate.

(c) Any third party that gains access to the Purchaser's Purchase Email and/or the private keys associated with the Purchaser Wallet may be able to gain access to the Purchaser Wallet. The Purchaser must take care not to respond to any unsolicited inquiry regarding the Token Sale Event or purchase of any Tokens.

(d) Cryptocurrencies have been the subject of regulatory scrutiny by various regulatory bodies around the globe, and it is possible that the Company could be impacted by one or more regulatory enquiries or regulatory action, which could impede or limit the ability of the Company to continue to develop its business.

(e) It is possible that Ecosystem may fail to be adequately developed or maintained, or the contemplated business developed by the Company may not be used by a large number of external businesses, individuals, and other organizations and there will accordingly be limited public interest in the peer-to-peer creation and dissemination of equity. Such failure and/or lack of interest could adversely impact the Company and potential uses of Tokens. The Company has contracted with developers and third-parties around the world to create an interest in the Company. However, the Company cannot guarantee or predict the success of its own development efforts or the efforts of other third parties.

(f) The Purchaser recognizes that the Ecosystem is currently under development and may undergo significant changes before release. The Purchaser acknowledges that any expectations regarding the form and functionality of the Ecosystem and/or the Tokens held by the Purchaser may not be met upon release thereof, for any number of reasons including a change in the design and implementation plans and execution of the implementation of the Ecosystem.

(g) The Tokens, the Token Sale Event and/or the Ecosystem are based on the Ethereum blockchain which is still in an early development stage and unproven. Any malfunction, flaws, breakdown or abandonment of the Ethereum blockchain may have a material

adverse effect on the Tokens, the Token Sale Event and/or the Ecosystem. Furthermore, developments in cryptographic technologies and techniques or changes in consensus protocol or algorithms could present risks to the Tokens, the Token Sale Event and/or the Ecosystem, including the utility of the Tokens for obtaining the Services, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum blockchain.

(h) Hackers or other groups or organizations may attempt to steal the Tokens, or the ETH revenue from the Token Sale Event, thus potentially impacting the ability of the Company to develop its business. Furthermore, there is a risk that a third party or a member of the Company may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Ecosystem, which could negatively affect the Ecosystem, the Tokens and/or the Token Sale Event, including the utility of the Tokens for obtaining Services. To account for this risk, the Company has and will continue to implement comprehensive security precautions to safeguard the ETH obtained from the sale of Tokens. Moreover, regular security audits of hot and cold wallets will be conducted by internal and external teams. However, the Company cannot anticipate such attempts or predict the success of any security precautions.

(i) Advances in code cracking, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies and the Company, which could result in the theft or loss of Tokens. To the extent possible, the Company intends to update the protocol underlying its Ecosystem to account for any advances in cryptography and to incorporate additional security measures, but the Company cannot predict the future of cryptography or the success of any future security updates.

(j) As with other cryptocurrencies, the Ethereum blockchain and the ID-owned blockchain used for the Tokens is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present a risk to the Company's Ecosystem, expected proper execution and sequencing of EQB transactions, and expected proper execution and sequencing of contract computations.

(k) The loss or destruction of a private key by the Company, issuer or investor may be irreversible. The Company's loss of access to its private keys or a data loss relating to the Company's, issuer's or investor's Tokens could adversely affect the value of Tokens.

(l) The Tokens are a new product, thus contributing to price volatility that could adversely affect the value of Tokens. The factors affecting the further development of the digital assets industry include:

    i.   continued worldwide growth in the adoption and use of Tokens and other digital assets;

ii. government and quasi-government regulation of cryptocurrencies and other digital assets and their use, or restrictions on or regulation of access to and operation of the Ecosystem or similar digital asset systems;

iii. the maintenance and development of the open-source software protocol of the Ecosystem;

iv. changes in consumer demographics and public tastes and preferences;

v. the availability and popularity of other similar products; and

vi. general economic conditions and the regulatory environment relating to the Ecosystem and digital assets.

(m) The value of ETH may fluctuate significantly over a short period of time as a result of various factors including market dynamics, regulatory changes, technical advancements, and economic and political factors. Due to such volatility, the Company may not be able to fund development of the Ecosystem, or may not be able to maintain the Ecosystem in the manner that it intended.

(n) Intellectual property rights claims may adversely affect the operation of the Ecosystem. Third parties may assert intellectual property claims relating to the holding and transfer of digital assets (including the Tokens) and their source code. Regardless of the merit of any intellectual property or other legal action, any threatened action that reduces confidence in the Tokens' long-term viability or the ability of end-users to hold and transfer Tokens may adversely affect the value of Tokens. Additionally, a meritorious intellectual property claim could prevent the Company and other end-users from accessing the Ecosystem or holding the Tokens.

(o) Political or economic crises may motivate large-scale sales of Tokens, which could result in a reduction in the price and adversely affect the value of Tokens. Digital assets such as the Tokens, which are relatively new, are subject to supply and demand forces based upon the desirability of an alternative, decentralized means of transacting, and it is unclear how such supply and demand will be impacted by geopolitical events.

(p) Token transactions are irrevocable, and stolen or incorrectly transferred Tokens may be irretrievable. As a result, any incorrectly executed Token transactions could adversely affect the value of Tokens. Token transactions are not, from an administrative perspective, reversible without the consent and active participation of the recipient of the transaction or, in theory, control or consent of a majority of the processing power on the Ecosystem. Once a transaction has been verified and recorded in a block that is added to the blockchain, an incorrect transfer of Tokens or a theft of Tokens generally will not be reversible and there may be no compensation for any such transfer or theft. Such loss could adversely affect the value of Tokens.

(q) The Tokens are intended to represent a new capability on emerging technology that is not fully proven in use. As the technology matures, new capabilities may dramatically alter the usefulness of the Tokens or the ability to use or sell them. The functionality of the Tokens is complex, will require enhancements and product support over time, and full functionality may take longer than expected. The full functionality of the Tokens is not yet complete and no assurance can be provided of such completion.

7. No Warranty

7.1. The Tokens are sold and distributed "*as is*" and "*as available*". THE COMPANY MAKES NO WARRANTY OF ANY KIND, IMPLIED, EXPRESS OR STATUTORY, INCLUDING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM COMPUTER VIRUS OR OTHER MALICIOUS, DESTRUCTIVE OR CORRUPTING CODE, AGENT, PROGRAM OR MACROS, IS GIVEN IN CONJUNCTION WITH THE TOKENS, THE TOKEN SALE EVENT, THE ECOSYSTEM OR ANY INFORMATION AND MATERIALS PROVIDED TO THE PURCHASER.

7.2. Except as expressly set forth herein, Purchaser acknowledges that it has not relied upon any representation or warranty made by the Company, or any other person on the Company's behalf. Without prejudice to the generality of the foregoing, the Company does not warrant: (i) the accuracy, timeliness, adequacy, reliability or completeness of the Tokens, the Token Sale Event and/or the Ecosystem; (ii) that the Purchaser's purchase and use of the Tokens, its participation in the Token Sale Event and/or the operation or the development of the Ecosystem, will be uninterrupted, secure or free from errors or omissions or that any identified defect will be corrected; (iii) that the Tokens, the Token Sale Event and/or the Ecosystem will meet the Purchaser's requirements or are free from any virus or other malicious, destructive or corrupting code, agent, program or macros; and (iv) that the Purchaser's purchase of the Tokens and use of the Tokens for the Service will not infringe rights of third parties.

8. Limitation of Liability

8.1. The Company shall in no event nor for any reason whatsoever be liable, even if the Company has been advised of the possibility of such damages, losses or expenses, for any damages, loss or expense, including direct, indirect, special, or consequential damage, or economic loss, arising from or in connection with: (i) the Token, the Token Sale Event, the Ecosystem and/or this Agreement; (ii) any system, server or connection failure, error, omission, interruption, delay in transmission, computer virus or other malicious, destructive or corrupting code, agent program or macros; or (iii) any images, services, products, information, data or other material made available by the Company.

8.2. Without prejudice to the generality of the foregoing, Purchaser will not hold the Company or its Company Representatives responsible or liable, in contract, tort (including negligence or breach of statutory duty), equity or otherwise, for any damages, losses, expenses or costs (whether direct or indirect, or whether foreseeable or not) suffered or incurred by the

Purchaser arising out of or in connection with: (i) the purchase or the use of the Tokens by the Purchaser or other third party; or (ii) the Ecosystem or the Purchaser's use thereof or any third-party uses of the Ecosystem.

9. Indemnities

9.1. The Purchaser agrees to indemnify and hold harmless the Company and its Company Representatives, from and against any and all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs or expenses (including legal fees on an attorney-client basis) arising out of or relating to:

9.1.1. the Purchaser's purchase and use of the Tokens and/or use of the Ecosystem;

9.1.2. the Purchaser's responsibilities or obligations under these Terms of Sale;

9.1.3. the Purchaser's violation of any applicable law or any rights of the other person or entity;

9.1.4. the Purchaser's provision of false, incomplete or misleading information (including regarding citizenship, residency, nationality or place of incorporation); or

9.1.5. the Purchaser's failure to secure the Purchaser Wallet or any other wallet, vault or other storage mechanism to receive or hold Tokens.

9.2. Purchaser will cooperate fully in the defense of any allegation or third-party legal proceeding. The Company reserves the right to assume the exclusive control and defense of any indemnified matter under this Section 9.

10. Personal Data and other information

10.1. The Purchaser agrees that Personal Data and other information provided by the Purchaser may be collected, used and disclosed by the Company, its related corporations (the "**Company Group**"), and their Company Representatives for purposes reasonably required by the Company Group and/or Company Representatives to enable them: (i) to facilitate the purchase, sale, use, creation and/or distribution of the Tokens and the Services, (ii) to conduct KYC Process, and (iii) to comply with applicable Countering the Financing of Terrorism and Anti-Money Laundering Regulations and other applicable laws and regulations.

10.2. If the Purchaser has any enquiries, comments or suggestions about the Company's collection or use of Personal Data or this statement, the Company would be pleased to receive them if the Purchaser contacts our Data Protection Officer by email at support@shieldcure.com.

11. Intellectual Property

11.1. All copyright and other intellectual property and proprietary rights in any information and/or any other material (including databases, text, graphics, photographs, animations, audio, music, video, links or other content) provided or made available by the Company (the "**Company Materials**") belong to the Company or its licensors unless otherwise indicated. The Purchaser shall not copy, reproduce, distribute, modify, transmit, reuse, re-post, or use the Company Materials without the Company's prior written permission. The trademarks, logos, and service marks (collectively the "**Trademarks**") displayed on the Website are registered and unregistered Trademarks of the Company or where applicable, other third-party proprietors. No right or licence is given to any party accessing the Website to reproduce or use any such Trademarks.

12. Force Majeure

12.1. The Company shall not be liable for any non-performance, error, interruption or delay in the performance of its obligations, if due, in whole or in part, directly or indirectly to an event or failure which is beyond its reasonable control (including acts of God, natural disasters, epidemics, acts of war or terrorism, acts of any government or authority, power failures, acts or defaults of the Ethereum network and/or any telecommunications network operator or carriers).

13. General Provisions

13.1. Entire Agreement. These Terms of Sale set forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings and agreements, whether oral of written, between them.

13.2. Amendment to these Terms of Sale. Any provision of these Terms of Sale may be amended, waived or modified only upon the written consent of the Company. The Company will notify the Purchaser of such amendments by posting the amendments on the Website or such other method of notification as may be designated by the Company (such as via email or other forms of electronic communications), which the Purchaser agrees shall be sufficient notice for the purpose of this clause. The Purchaser agrees that if it continue to hold and/or use the Tokens after being notified of such amendments to these Terms of Sale, such Payment, hold and/or use shall constitute an affirmative: (a) acknowledgement by the Purchaser of these Terms of Sale and its amendments; and (b) agreement by the Purchaser to abide and be bound by these Terms of Sale and its amendments.

13.3. Notice.

13.3.1. Any notice or other communication to the Purchaser in connection with these Terms of Sale: (a) may be given personally, by post or electronically if sent to the address or then most recently notified by the Purchaser to the Company; (b) if given personally, will be deemed to have been received upon delivery; (c) by post, will be deemed to have been received on the second day following posting; (d) if

given electronically, will be deemed to have been received upon delivery (and a delivery report received by the Company will be conclusive evidence of delivery even if the communication is not opened by the Purchaser).

13.3.2. All notices to the Company in connection with these Terms of Sale shall be directed to support@shieldcure.com or the Company's email address specified in the Website. All notices to the Company must be in English or Korean. Such notice will be deemed to have been received upon being opened by the Company.

13.4. The Purchaser is not entitled to vote or receive dividends or be deemed the holder of capital stock of the Company for any purpose, nor will anything contained herein be construed to confer on the Purchaser, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise.

13.5. The Purchaser acknowledges and agrees that the Company's records and any records of the communications, transactions, instructions or operations made or performed, processed or effected through the Ecosystem and/or Service by the Purchaser or any person purporting to be the Purchaser, acting on its behalf or purportedly acting on its behalf, with or without its consent, or any record of communications, transactions, instructions or operations relating to the operation of the Ecosystem and/or Service and any record of any communications, transactions, instructions or operations maintained by the Company or by any relevant person authorised by the Company relating to or connected with the Ecosystem and/or Service shall be binding on the Purchaser for all purposes whatsoever and shall be conclusive evidence of such communications, transactions, instructions or operations.

13.6. Assignment. Neither this Agreement nor the rights contained herein may be assigned, by operation of law or otherwise, by either party without the prior written consent of the other; *provided, however*, that this Agreement and/or the rights contained herein may be assigned without the Company's consent by the Purchaser to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Purchaser, including, without limitation, any general partner, managing member, officer or director of the Purchaser, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Purchaser; and *provided, further*, that the Company may assign this Agreement in whole, without the consent of the Purchaser, in connection with a reincorporation to change the Company's domicile.

13.7. Severability. In the event any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Agreement operate or would prospectively operate to invalidate this Agreement, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this

Agreement and the remaining provisions of this Agreement will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

13.8.   <u>Rights of Third Parties</u>. No person or entity who is not a party to these Terms of Sale shall have any right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore or other similar laws to enforce any term of these Terms of Sale, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, this shall not affect the rights of any permitted assignee or transferee of these Terms of Sale.

13.9.   All rights and obligations hereunder will be governed by the laws of Singapore, without regard to the conflicts of law provisions of such jurisdiction. Any dispute arising out of or in connection with the Terms of Sale, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore under the rules of the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this Clause 13.9. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English.

Schedule 1

No.	Details of Allocation of Tokens	Number of Tokens	Number of Tokens to be allocated (in percentage)
1.	Number of Tokens available for sale during the private sale and Token Sale Event	up to 2.0 billion Tokens	up to 40%
2.	Number of Tokens retained by the Company for reserve	750 million Tokens	15%
3.	Number of Tokens retained by the community	1.0 billion Tokens	20%
4.	Number of Tokens allocated to core members	1.25 billion Tokens	25%
	Total	**5.0 billion Tokens**	**100%**