



OCTERA TECHNOLOGIES

OT TOKEN CONTRIBUTION TERMS AND CONDITIONS

Version Date: 2019 April 11

PREAMBLE

These terms and conditions (the “**Terms and Conditions**”) constitute a legally binding agreement (the “**Agreement**”) between you as contributor (“**you**” or “**the Contributor**”) and Octera Technologies (Singapore) Ltd, a company incorporated in Singapore with company number 201902866G and having its registered office at 8 Jalan Lembah Kallang #06-01, Min Ghee Building, Singapore 339564 (the “**Company**”).

Each of the Contributor and the Company shall be individually referred to as a “**Party**” and collectively as the “**Parties**”.

You should consult your legal, financial, tax or other professional advisors if you have any doubt as to your contributions towards the purchase of OT tokens.

I: DEFINITIONS:

Unless stated otherwise, the terms defined in this Section I, whenever used in this Agreement shall have the respective meanings indicated below.

Affiliate: with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person.

Agreement: as defined in the Preamble.

Binding Arbitration: as defined in Section 11.2

Contributor: as defined in the Preamble.

Contribution Amount: the amount contributed by the Contributor in respect of the purchase of the OT tokens.

Company: as defined in the Preamble.

Company's Party or Company's Parties: as defined in Section 3.10

Damages: as defined in Section 3.10

Distribution Contract: the Ethereum based smart contract governing the delivery of the OT tokens purchased pursuant to this Agreement on the Token Distribution Date.

Dispute: as defined in Section 11.

Ethereum Wallet: : means a cryptocurrency wallet of any form, including but not limited to MyEtherWallet, which: (a) adheres to and supports the ERC20, ERC 865 Standards or such other ERC standards; (b) enables and supports transactions executed on the Ethereum blockchain; (c) enables its user to: (i) send virtual currencies, cryptographic tokens and/or other digital assets which adhere to and support the ERC865 Standard (including the OT tokens) from an address of such wallet to any other address on the Ethereum blockchain, or call any function of any smart contract on the Ethereum blockchain; and (ii) receive and hold, at an address of such wallet, any virtual currencies, cryptographic tokens and/or other digital assets which adhere to and support the ERC865 Standard (including the Tokens) which are transferred from any other address to such address on the Ethereum blockchain; and (d) is not a cryptocurrency wallet established and maintained with any Exchange, and is not associated with any account, established and maintained with any Exchange.

Exchange: means an online platform, such as Bittrex, Binance, Poloniex and Kraken, which provides services to allow users of such platform to store, send, receive, buy, sell, convert and/or trade certain virtual currencies, cryptographic tokens and/or other digital assets or derivative instruments associated with virtual currencies, cryptographic tokens and/or other digital assets into other forms virtual currencies, cryptographic tokens, other digital or financial assets or fiat currencies at such exchange rates as may be determined by such platform, but does not grant any rights to users to export the private key(s) of the cryptocurrency wallet(s) associated with such platform;

Governmental Authority: any nation or government, any state or other political subdivision thereof, any entity exercising legislative, executive, judicial or administrative functions of or pertaining to government, including without limitation any government authority, agency, department, board, commission or instrumentality and any court, tribunal or arbitrator(s) of competent jurisdiction and any self-regulatory organization. For the avoidance of doubt, Governmental Authority may include private bodies exercising quasi-governmental, regulatory or judicial-like functions to the extent they relate to either Parties, OT tokens and/or the Project.

Laws: (a) laws, statutes, ordinances, rules, regulations, judgments, injunctions, administrative interpretations, orders and decrees of any Governmental Authority, including amendments thereto. (b) rules and any statement of policy or guidance given pursuant to any power contained in any enactment given by any Government Authority, (c) judgments, resolutions, decisions, orders, notices or demands of a competent court, tribunal or Government Authority (in each case having jurisdiction over the business of the Party);

Organizational Documents: the constitution, articles of incorporation (or equivalent constitutive document), certificate of incorporation, charter, by-laws, articles of formation, certificate of formation, regulations, operating agreement, certificate of limited partnership, partnership agreement and all other similar documents, instruments or certificates executed, adopted or filed in connection with the creation, formation or organization of a Person, including any amendments thereto.

OT tokens: the cryptographic tokens issued by the Company, existing on the Ethereum blockchain which adhere to and support the ERC865 Standard, identified by the ticker symbol "OT".

OT token Sale Cap: the maximum number of OT tokens made available by the Company in respect of any sale period or stage.

Party or Parties: as defined in the Preamble.

Person: an individual or legal entity or person, including without limitation a Governmental Authority or political subdivision or an agency or instrumentality thereof.

Platform: the OCTERA CIBBS© modules and CIBBS© ecosystem developed by Octera Technologies Limited and its Affiliates, including the Company.

Project: the development and implementation of the OCTERA CIBBS© platform, as more fully described in the Whitepaper.

Purchase Currency: BTC, ETH and LTC or USD or such other digital currency or fiat currency as may be provided by the Company on its Website from time to time.

Purchase Price: as defined in Section 3

Token Distribution Date: the date of the Token Distribution Event.

Token Distribution Event: the date on which the Purchase Price is effectively received by the Company in the relevant Purchase Currency.

U.S Person: as defined in Section 3.10

USD or US\$: United States Dollars, the official currency of the United States of America.

Website: the website of Company, available at <https://www.octera.io> and any successor Website as may be notified by the Company.

White Paper: one or more documents (whether entitled “White Paper” or “Whitepaper”) as may be amended from time to time in Company’s sole discretion, explaining, among other things, the Project and issue of the OT tokens.

2. AGREEMENT

2.1 **Acceptance of Terms and Conditions-** By clicking on “**Accept the Terms and Conditions**” on the ICO Website (as defined below) or upon the Company receiving the Contributor’s contributions towards the purchase of the OT tokens, the Contributor hereby binds itself to the terms and conditions which follow including any terms incorporated by reference. As such, the Contributor agrees to be bound on this basis, and confirms that the Contributor has read in full and understands this Agreement and the terms on which the Contributor is bound.

2.2 **Website Terms of Use & privacy policy-**The Company has established Terms of Use, as may be amended from time to time, for the Website located at the relevant links on the Website, which are hereby incorporated by reference. The Contributor has read, understands and agrees to those terms.

2.3 **White Paper-** Company has prepared the White Paper, which is available on the Website, describing matters relating to the Project. The White Paper, as it may be amended from time to time,

is hereby incorporated by reference. The Contributor has read and understands the White Paper and its contents.

2.4 OT tokens-Although OT tokens may be listed on a recognized exchange, they are not an investment, currency, security, commodity, a swap on a currency, security or commodity or any other kind of financial instrument. The OT tokens will be used solely as a utility token on the Platform.

2.5 Company's Use of ICO Proceeds- The Contributor acknowledges and understands that the proceeds from the sale of the OT tokens will be utilized by Company in its sole discretion towards the development of the Project.

3. OT TOKENS PURCHASE, SALE AND DISTRIBUTION

3.1 Distribution of OT tokens-The the Contributor hereby purchases from Company and Company hereby sells to the Contributor OT tokens at the Contribution Price.

3.2 Allocation and Distribution of OT tokens- The Company intends to allocate and distribute the OT tokens in accordance with the material specifications as set forth in the Whitepaper, user dashboard and Website which includes details regarding the timing, pricing and bonus issues of the OT tokens and the amount of OT tokens that will be distributed. During the token sale period, the Company will provide specific procedures on how the Contributor should purchase OT tokens through the official Website. The Contributor acknowledges and understands and has no objection to such procedures and material specifications. Failure to use the official Website and follow such procedures may result in the Contributor not receiving any OT tokens. Any the Contributor of OT tokens may lose some or all the amounts paid in exchange for OT tokens, regardless of the purchase date. The access or use of this Agreement and/or the receipt or purchase of OT tokens through any other means other than the official Website are not sanctioned or agreed to in any way by the Parties. the Contributor should take great care that the website used to purchase OT tokens has the following universal resource locator (URL): <https://www.octera.io>

3.3 Contribution Price-The purchase price of OT token is valued in USD at the given time of contribution, being USD 0.25 per OT token, subject to such changes as may be effected from time to time. the Contributor should refer to the official Website for adjusted daily rates. The Contributor shall pay the Purchase Amount to the Company in any Purchase Currency (the "**Purchase Price**") or other means mutually agreed upon by the Parties (including, at Company's request, to one or more digital wallet addresses listed in user dashboard only. the Contributor shall deliver the Purchase Price to Company within 24 hours of the date the Contributor executes this Agreement. The minimum contribution shall be as set out in **Annexure A** of this Agreement.

3.4 Sale and Distribution of OT tokens- On or about the Token Distribution Date, the Company shall deliver to the Contributor a number of OT tokens equal to the Contribution Amount divided by the Purchase Price, provided further, that Company may adjust the OT Token Sale Cap and the value of any Purchase Currency at its sole discretion. You understand and acknowledge that title to, and risk of loss of, OT tokens you purchase from the Company passes from the Company to you in Singapore. Upon receipt of the OT tokens, the Contributor agrees to be bound by any and all documents and agreements applicable to the Contributors in the Token Distribution Event. It is a condition of this Agreement that the Contributor is not an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession. The Contributor understands and assumes all risks associated with this Agreement, including without limitation the risk of losing the entire Contribution Amount and receiving no tokens. The Contributor understands and assumes the risk that any bonus rate may not be applied. The Contributor understands and assumes the risk that OT Token Sale Cap and the value of the Purchase Currency may be adjusted.

3.5 Allocation and Sale of OT tokens- The Company intends to allocate and sell OT tokens in accordance with this Agreement and the White Paper. Company will provide specific procedures on how the Contributor may seek to purchase OT tokens through its official Website. By purchasing OT tokens, the Contributor acknowledges and understands and has no objection to such procedures and specifications. Failure to properly use the Website and follow such procedures may result in the Contributor not receiving any OT tokens. Unauthorized access or use of the Website and/or the receipt or Contribution of OT tokens through any other means are not sanctioned or agreed to in any way by the Company. The Contributor should take great care to verify the accuracy of the universal resource locator for the Website used to purchase the OT tokens.

3.6 Allocation and Sale of OT tokens to Company Parties- the Contributor understands and consents to the participation of the Company's past, present and future employees, officers, directors, contractors, consultants, note holders, suppliers, vendors, service providers and any other stakeholders in the purchase and/or distribution of OT tokens, including people who may work on the development and implementation of the Project or who may work for businesses that the Company may establish with a portion of the proceeds from the Token Distribution Event. The Contributor acknowledges and agrees that some of these people may receive OT tokens without making a payment or for non-cash consideration.

3.7 Not an Offering of Securities, Commodities, or Swaps- The sale of OT tokens and the OT tokens themselves are not securities, commodities, swaps on either securities or commodities or a financial instrument of any kind. Purchases and sales of OT tokens are not subject to the protections of any laws governing those types of financial instruments. This Agreement and all other documents referred to in this Agreement including the White Paper do not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity.

3.8 No Representations and Warranties-OT tokens will be distributed to the Contributor thereof pursuant to the Distribution Contract. The Company makes no representations or warranties, express or implied, including, without limitation, any warranties of title or express or implied warranties of merchantability, satisfactory quality, or fitness for a particular purpose, or as described with respect to the Distribution Contract or OT tokens or their utility, or the ability of anyone to purchase or use. Without limiting the foregoing, the Company does not represent or warrant that the process of purchasing and/or receiving OT tokens will be uninterrupted and/or error-free or that OT tokens are reliable and/or error-free. As a result, the Contributor acknowledges and understands that the Contributor may never receive OT tokens and may lose the entire amount the Contributor paid to Company. The Contributor shall provide an accurate digital wallet address to Company for receipt of OT tokens distributed to the Contributor pursuant to the Distribution Contract. The Company is not responsible for inaccuracies in digital wallet addresses provided to the Company.

3.9 No Prohibited Contributors- The OT tokens are not being offered to Prohibited Persons. Prohibited Persons are strictly prohibited and restricted from using the Distribution Contract or purchasing OT tokens, and Company is not soliciting purchases by Prohibited Persons in any way. If a Prohibited Person uses the Distribution Contract and/or purchases OT tokens, such Prohibited Person has done so and entered into this Agreement on an unlawful, unauthorized and fraudulent basis, and if the Prohibited Person has not yet received any OT tokens this Agreement is null and void. Company is not bound by this Agreement if this Agreement has been entered into by a Prohibited Person as the Contributor or if the Contributor has entered into this Agreement or has purchased OT tokens on behalf of a Prohibited Person, and Company may take all necessary and appropriate actions, in its sole discretion, to invalidate this Agreement, including referral of information to the appropriate authorities. Any Prohibited Person who uses the Distribution Contract and/or purchases OT tokens or enters this Agreement on an unlawful, unauthorized or fraudulent basis shall be solely liable for, and shall indemnify, defend and hold harmless the Company and the Company Parties from any damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential,

compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses incurred by the Company Parties that arises from or is a result of such Prohibited Person's unlawful, unauthorized or fraudulent use of the Distribution Contract and/or the receipt or purchase of OT tokens.

3.10 No U.S contributor- The OT tokens are not being offered to citizens, green card holders and persons residing in the United States of America (the "**U.S persons**"). U.S. persons are strictly prohibited and restricted from using the OT tokens Distribution Contract, using the OT tokens Token Contact and/or purchasing OT tokens and Company is not soliciting purchases by U.S. persons in any way. If a U.S. person uses the OT tokens Distribution Contract, and/or purchases OT tokens, such person has done so and entered into this Agreement on an unlawful, unauthorized and fraudulent basis and this Agreement is null and void. The Company is not bound by this Agreement if this Agreement has been entered into by a U.S. person as the Contributor or the Contributor has entered into this Agreement or has purchased OT tokens on behalf of a U.S. person, and the Company may take all necessary and appropriate actions, in its sole discretion, to invalidate this Agreement, including referral of information to the appropriate authorities. Any U.S. person who uses the OT tokens Distribution Contract, and/or purchases OT tokens or enters this Agreement on an unlawful, unauthorized or fraudulent basis shall be solely liable for, and shall indemnify, defend and hold harmless the Company and the 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 (collectively, the "**Company's Parties**") from any damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses (collectively, the "**Damages**") incurred by a Company's Party that arises from or is a result of such U.S. person's unlawful, unauthorized or fraudulent use of the OT tokens Distribution Contract and/or the receipt or purchase of OT tokens.

3.11 Intellectual Property- The Company retains all right, title and interest in all of the Company's intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether patentable, copyrightable or protectable in trade mark, and any trade marks, copyright, database rights or patents based thereon. The Contributor may not use any of Company's intellectual property for any reason without the Company's prior written consent.

4. SECURITY AND DATA PRIVACY

4.1 Contributor's Security- The Contributor must implement reasonable and appropriate measures designed to secure access to: (i) any device associated with the Contributor and utilized in connection with the Contributor's purchase of OT tokens; (ii) Password, 2 Factor authentications to the Contributor's account to prevent unauthorised access; and (iii) any other username, passwords or other login or identifying credentials. In the event that the Contributor is no longer in possession of the Contributor's private keys or any device associated with the Contributor's account or is not able to provide the Contributor's login or identifying credentials, the Contributor may lose all the Contributor's OT tokens and/or access to the Contributor's account. Company is under no obligation to recover any OT tokens and the Contributor acknowledges, understands and agrees that all purchases of OT tokens are non-refundable, and the Contributor will not receive money or other compensation for any OT tokens purchased.

4.2 Additional Information- Upon Company's request, the Contributor will immediately provide to Company information and documents that Company, in its sole discretion, deems necessary or appropriate to comply with any Laws, regulations, rules or agreements, including without limitation judicial process. Such documents include, but are not limited to, passport, driver's license,

utility bills, photographs of associated individuals, government identification cards, or sworn statements. the Contributor consents to Company disclosing such information and documents in order to comply with applicable Laws, regulations, rules or agreements. the Contributor acknowledges that Company may refuse to distribute OT tokens to the Contributor until such requested information is provided.

4.3 Taxes- the Contributor acknowledges, understands and agrees that: (a) the purchase, receipt or transfer of and transactions in, OT tokens may have tax consequences for the Contributor; (b) the Contributor is solely responsible for the Contributor's compliance with the Contributor's tax obligations; and (c) Company bears no liability or responsibility with respect to any tax consequences to the Contributor. Each of the Company and the Contributor agree to treat this Agreement as a forward contract for federal, state and local income tax purposes, and will not take any position on any tax return, report, statement or other tax document that is inconsistent with such treatment, unless otherwise required by a change in law occurring after the date hereof, a closing agreement with an applicable tax authority or a final non-appealable judgment of a court of competent jurisdiction.

5. REPRESENTATIONS AND WARRANTIES OF CONTRIBUTOR

5.1 By Purchasing OT tokens, the Contributor represents and warrants to each of the Company's Parties that:

- (a) **Not a U.S. Person:** The Contributor is not a U.S. person.
- (b) **Authority:** The Contributor has all requisite power and authority to execute and deliver this Agreement, to use the OT tokens Distribution Contract and the OT tokens Smart Contract, purchase OT tokens, and to carry out and perform its obligations under this Agreement.
- (c) If an individual, the Contributor is at least 18 years old and of sufficient legal age and capacity to purchase OT tokens.
- (d) If a legal person, the Contributor is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation and each jurisdiction where it conducts business.
- (e) **No Conflict:** The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice: (a) any provision of the Contributor's organizational documents, if applicable; (b) any provision of any judgment, decree or order to which the Contributor is a party, by which it is bound, or to which any of its material assets are subject; (c) any material agreement, obligation, duty or commitment to which the Contributor is a party or by which it is bound; or (d) any laws, regulations or rules applicable to the Contributor.
- (f) **No Consents or Approvals:** The execution and delivery of, and performance under, this Agreement require no approval or other action from any governmental authority or person other than the Contributor.

6. REPRESENTATIONS AND WARRANTIES OF COMPANY

6.1 The Company hereby represents and warrants to the Contributor, as of the date hereof, as follows:

(a) **Corporate Status-** Company is a limited company by shares and duly organized, validly existing and in good standing under the laws of Singapore and has all requisite corporate power and authority to carry on its business as now conducted.

(b) **Company Power and Authority-** The Company has all requisite power and authority to execute and deliver this Agreement and sell OT tokens to contributor and to carry out and perform its obligations under this Agreement. The Agreement constitutes a legal, valid and binding obligation of Company enforceable against Company in accordance with its terms.

(c) **No Conflict-** The execution, delivery and performance of this Agreement will not result in: (a) any violation of, be in conflict with in any material respect, or constitute a material default under, with or without the passage of time or the giving of notice (i) any provision of Company's Organizational Documents, (iii) any material contract, obligation or commitment to which Company is a party or by which it is bound, or (iv) the applicable Law; or (b) the creation of any material lien, charge or encumbrance upon any material assets of Company.

7. DISCLAIMER

The Contributor expressly acknowledges, understands and agrees that the Contributor is using the OT tokens Distribution Contract, and purchasing OT tokens at the Contributor's sole risk and that the OT tokens Distribution Contract and OT 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 the Company and the Contributor shall rely on its own advice, examination and investigation thereof. The general disclaimers set out in Annexure B also form part of the disclaimers under this Agreement and the Contributor expressly acknowledges and assumes these risks.

8. RISK DISCLOSURE

The Contributor acknowledges and agrees that there are risks associated with the purchase, sale, use, creation and/or distribution of the OT tokens and the operation and/or the development of the Platform, including as disclosed and explained in Annexure C. By purchasing, holding or using the OT tokens, the Contributor expressly acknowledges and assumes these risks.

9. NO REPRESENTATION OR WARRANTY

9.1 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, the Platform or any information and materials provided to the contributor.

9.2 Without prejudice to the generality of the foregoing, the Company does not warrant: (i) the accuracy, timeliness, adequacy, reliability or completeness of the OT tokens, the OT token sale and/or the Platform; (ii) that the Contributor's purchase and use of the OT tokens, participation in the OT token sale and/or the operation or the development of the Platform, will be uninterrupted, secure or free from errors or omissions or that any identified defect will be corrected; (iii) that the OT tokens, the OT token sale and/or the Platform will meet the Contributor's requirements or are free from any virus or other malicious, destructive or corrupting code, agent, program or macros; and (iv) that the Contributor's purchase of the OT tokens and use of the OT tokens within the Platform will not infringe rights of third parties.

10. LIMITATION OF LIABILITY; INDEMNIFICATION

10.1 No Consequential, Incidental or Punitive Damages- Notwithstanding anything to the contrary contained herein, the Company shall not be liable to any Person, whether in contract, tort (including negligence), warranty or otherwise, for special, incidental, consequential, indirect, punitive or exemplary damages (including but not limited to lost data, lost profits or savings, loss of business or other economic loss) arising out of or related to this Agreement, whether or not Company has been advised or knew of the possibility of such damages, and regardless of the nature of the cause of action or theory asserted.

10.2 Limitation of Liability- To the fullest extent permitted by applicable Law, the Contributor disclaims any right or cause of action against Company of any kind in any jurisdiction that would give rise to any damages whatsoever, on the part of Company. The Contributor agrees not to seek any refund, compensation or reimbursement from the Company, regardless of the reason, and regardless of whether the reason is identified in this Agreement.

10.3 Damages- In no circumstances will the aggregate joint liability of the Company and any of its Affiliates, officers, directors or employees, whether in contract, warrant, tort or other theory, for damages to the Contributor under this Agreement exceed the amount received by the Company from the Contributor.

10.4 Force Majeure- The Contributor understands and agrees that the Company shall not be liable and disclaims all liability to the Contributor in connection with any force majeure event, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions and, for the avoidance of doubt, changes to any Blockchain-related protocol.

10.5 Release- To the fullest extent permitted by applicable Law, the Contributor releases the Company from responsibility, liability, claims, demands and/or damages of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to the acts or omissions of third parties.

10.6 Indemnification- To the fullest extent permitted by applicable Law, the Contributor will indemnify, defend and hold harmless and reimburse the Company from and against any and all actions, proceedings, claims, damages and demands (including, without limitation, fees and expenses of counsel), incurred by Company arising from or relating to: (i) the Contributor's purchase or use of OT tokens; (ii) the Contributor's responsibilities or obligations under this Agreement; (iii) the Contributor's breach of or violation of this Agreement; (iv) any inaccuracy in any representation or warranty of the Contributor; (v) the Contributor's violation of any rights of any other Person or entity; and/or (vi) any act or omission of the Contributor that is negligent, unlawful or constitutes wilful misconduct.

10.7 The Company reserves the right to exercise sole control over the defense, at the Contributor's expense, of any claim subject to indemnification under this Section 10. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in any written agreement between the Contributor and the Company.

11. DISPUTE RESOLUTION

11.1 Informal Dispute Resolution. The Contributor and the Company shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this

Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a “**Dispute**”). If the Parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all Parties, such Dispute shall be finally settled by Binding Arbitration as defined in Section 11.2 below.

11.2 Binding Arbitration. Any Dispute not resolved within ninety (90) days as set forth in Section 11.1 shall be referred to and finally resolved by arbitration. The arbitration shall be administered by the Singapore International Arbitration Centre (“**SIAC**”) in accordance with its practice rules and regulations (the “**Rules**”). The appointing authority shall be the Chairman or Deputy Chairman of the SIAC. The place of the arbitration shall be Singapore and the language of the arbitration shall be English.

11.3 Board of Arbitration-The Board of Arbitration shall consist of one (1) arbitrator (unless otherwise agreed in writing by the Parties who are the subject of Dispute) and shall conduct the arbitration in accordance with the Rules and International Arbitration Act (Chapter 143A) of Singapore (Section 3 of which provides that the UNCITRAL Model Law on International Commercial Arbitration adopted by the United Nations Commission on International Trade Law on 21st June 1985, with the exception of Chapter VIII thereof, shall have the force of law in Singapore) (collectively the “**Arbitration Laws and Regulations**”). Where these Terms, the Rules, or the Arbitration Laws and Regulations are silent as to the conduct of the arbitration proceedings, the Board of Arbitration shall decide as to how the proceedings will be conducted. The Company and the Contributor will each pay their respective attorneys’ fees and expenses.

11.4 No Court Action-No Party who is the subject of such Dispute shall be entitled to commence or file any action in a court of law relating to any Dispute until such Dispute has been determined by the Board of Arbitration as provided in this Section 11, **PROVIDED THAT** a Party who is the subject of such Dispute may seek interim measures including injunctive relief in relation to the provisions of these terms or the performance of obligations from any court of competent jurisdiction.

11.5 Decision final and binding- Except as otherwise permitted in the Arbitration Laws and Regulations, any decision of the Board of Arbitration in any matter within this Section 11 will be final, binding and incontestable and may be used as a basis for enforcement thereon in Singapore or elsewhere. The Board of Arbitration will be entitled to include in its decision a determination as to the payment of the cost and expenses of the arbitrators, the administrative costs of the arbitration, the legal fees, the cost and expenses of witnesses and all other costs and expenses necessarily incurred in the opinion of the Board of Arbitration in order to properly settle the Dispute. Each Party who is the subject of such Dispute undertakes not to make any application to any court for setting aside of or to appeal against the decision of the Board of Arbitration.

11.6 Each Party who is the subject of such Dispute expressly agrees (i) that the Board of Arbitration must state the reasons for its decisions in writing and must make the decisions entirely on the basis of applicable laws and not on the basis of the principle of ex aequo et bono, and (ii) that the mandate of the Board of Arbitration duly constituted in these Terms will remain in effect until a final arbitration award has been issued by the Board of Arbitration and any statutory limitation of time of such mandate is hereby expressly waived.

11.7 No Class Arbitrations, Class Actions or Representative Actions- To the fullest extent permitted by the applicable Laws, regulations and rules, each Contributor waives any right of his to participate in class action litigation or class-wide arbitration of any claims against the Company and its Affiliates in connection with this Agreement, the Website, the Company, the OT tokens or the Platform. There will be no class arbitration or arbitration in which an individual attempt 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.

11.8 Confidentiality- Except as may be required by law, neither party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right. Before making any such disclosure, a party shall give written notice to all other parties and shall afford them a reasonable opportunity to protect their interests, except to the extent such disclosure is necessary to comply with applicable Law, regulatory requirements or professional standards.

11.9 Discovery-Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitrator upon a showing of substantial need by the party seeking discovery.

12. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

No person who is not a party to this Agreement has any right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce or enjoy the benefit of, or rights granted by, any provision of these Terms.

13. TERMINATION

13.1 Termination of Agreement- This Agreement will terminate upon the completion of all sales in the Token Distribution Event. Notwithstanding the above, the Company may terminate this Agreement at its sole discretion, including without limitation, by reason of change in tax, securities, corporate or other law, or if Company determines, in its sole discretion, that this Agreement constitutes a security or other form of financial instrument subject to regulation by any Governmental Authority. Upon such termination, the Contributor will not receive any OT tokens; provided, however, that in the event that the Contributor has made payment in full, the Company may reimburse the Contributor the Purchase Price less an appropriate charge to cover the costs of the OT token distribution exercise. The Contributor shall not be entitled to any other recourse.

13.2 Survival- The Company reserves the right to terminate this Agreement, in its sole discretion, in the event that the Contributor breaches this Agreement. Upon termination of this Agreement: (a) all of the Contributor's rights under this Agreement immediately terminate; (b) the Contributor is not entitled to a refund of any amount paid; and (c) Sections 1, 3, 4, 6, 7, 8, 9, 10, 11,12,13 and 14 will continue to apply in accordance with their terms.

14. MISCELLANEOUS

14.1 Governing Law- This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the Republic of Singapore without giving effect to its principles or rules of conflict of Laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the Laws of another jurisdiction.

14.2 Assignment- The Contributor shall not assign this Agreement without the prior written consent of the Company. Any assignment or transfer in violation of this Section 13.2 will be void. Company may assign this Agreement to an affiliate. Subject to the foregoing, this Agreement, 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.

14.3 Entire Agreement-This Agreement, including the exhibits attached hereto and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by Company about OT tokens or the Project. To the

extent any of the exhibits hereto or materials incorporated by reference contradict anything contained in this Agreement, the provisions of this Agreement shall prevail. No Party shall be liable or bound to other Party in any manner with regard to the subjects hereof or thereof by any warranties, representations or covenants except as specifically set forth herein or therein.

14.4 Severability- If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

14.5 Modification of Agreement- The Company reserves the right to amend this Agreement upon notice to the Contributor. The Company may modify this Agreement at any time by delivering a revised Agreement to the Contributor or posting a revised version on the Website. It is the Contributor's responsibility to check the Website regularly for modifications to this Agreement. Amendments will be effective on the day such amended Agreement is sent to the Contributor or posted on the Website. This Agreement was last modified on the date listed at the beginning of this Agreement.

14.6 No Waivers-The failure by Company to exercise or enforce any right or provision of this Agreement will not constitute a present or future waiver of such right or provision nor limit Company's right to enforce such right or provision at a later time. All waivers by Company must be unequivocal and in writing to be effective.

14.7 No Partnership; No Agency; No Third-Party Beneficiaries- Nothing in this Agreement and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose. No Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party. This Agreement does not create any third-party beneficiary rights in any person.

14.8 Electronic Communications- the Contributor agrees and acknowledges that all agreements, notices, disclosures and other communications that Company provides the Contributor pursuant to this Agreement or in connection with or related to the Contributor's purchase of OT tokens, including this Agreement, may be provided by Company, in its sole discretion, to the Contributor, in electronic form.

14.9 Publications and Notifications, Fees and Expenses-The Parties shall agree to any press release or publication that jointly involves the names, brands or officers of both Parties. Written correspondence and notifications between the Parties, whether as a result of a Dispute or otherwise intended to be official correspondence, may be through email or other common forms of social media (Skype, Slack, WhatsApp, etc.). Each Party shall be solely liable for all of its own fees, costs and otherwise in connection with negotiation and execution of this Agreement and any future dealings between the Parties and/or future publications.

14.10 Confidentiality-This Agreement shall remain confidential between the Parties in perpetuity, except to the extent required to be disclosed pursuant to applicable Law.

ANNEXURE A

OT TOKENS

TOKEN CONTRIBUTION TIMELINE

The OT token sale will occur in different stages as follows:

ICO STAGE	START DATE AND TIME	END DATE AND TIME	MINIMUM SUBSCRIPTION	MAXIMUM NUMBER OF TOKEN OFFERED
Pre-ICO	01 May 2019 at 01:00 HRS GMT	30 June 2019 at 23:59 HRS GMT	2000 OT tokens	100 Million OT tokens minus 20 Million OT Token reserved for incentives
ICO	01 July 2019 at 01:00 HRS GMT	31 August 2019 at 23:59 HRS GMT	80 OT tokens	100 Million OT tokens minus 20 Million OT Token reserved for incentives (less such amount of OT tokens unsold during the Pre-ICO)

BTC, ETH and LTC shall be valued on the Token Distribution Date as quoted on www.coingate.com

ANNEXURE B

GENERAL DISCLAIMERS AND LIMITATIONS

1. **No Prohibited Contributors-** OT tokens are not being offered or distributed to prohibited persons. If you are a citizen, resident of, or a person located or domiciled in jurisdiction, domicile or any other country where token sales have been banned or are banned during the term of this Agreement, or any entity, including, without limitation, any corporation or partnership created or organized in or under the laws of jurisdiction, domicile or any other country, any country where token sales have been banned or are banned during the term of this agreement or any province thereof (a “prohibited person”) do not purchase or attempt to purchase tokens.

2. **OT tokens are not an Offering of Securities, Commodities or Swaps-** The sale of OT tokens and OT tokens themselves are not securities, commodities, swaps on either securities or commodities or financial instruments of any kind. This Agreement is not intended to be an investment contract for the purposes of the U.S. federal securities laws. The sale of OT tokens and OT tokens themselves are not intended to be a “financial instrument” subject to regulation in the EU under the EU Directive 2004/39/EC on Markets in Financial Instruments (“MiFID”), as implemented in the UK, a “specified investment” subject to regulation in the UK under the Financial Services and Markets Act 2000 (“FSMA”); a “security” subject to regulation under the EU Prospectus Directive, as implemented in the UK; “electronic money” subject to regulation under Directive 2009/110/EC (“e-Money Directive”), as implemented in the UK or a “payment instrument” or “money remittance” or “payment transactions” subject to regulation under Directive 2015/2366 (“Payment Services Directive No. 2”), as implemented in the UK. The sale of OT tokens and OT tokens themselves are not intended to be a “financial instrument” subject to regulation regulated by Monetary Authority of Singapore under the Securities and Futures Act (Cap. 289) (the “SFA”) and the Financial Advisers Act (Cap. 110) (the “FAA”). Purchases and sales of OT tokens are not subject to the protections of any Laws governing those types of financial instruments. This Agreement and all other documents referred to in this Agreement including without limitation the White Paper do not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity or any other type of financial instrument.

OT tokens have no rights, uses or attributes outside of the establishment and operation of the Platform.

3. **Not an Investment-** The Contributor should not participate in the OT tokens Token Distribution or purchase OT tokens for investment purposes. OT tokens are not designed for investment purposes and should not be considered as a type of investment. Within twenty-three (23) hours from the end of the OT tokens Distribution Period, all OT tokens will no longer be transferable, and the OT tokens Token Contract will prevent all further transfers and public key mappings. At this point, the distribution of OT tokens will be complete. The Contributor acknowledges, understands and agrees that the Contributor should not expect and there is no guarantee or representation or warranty by Company that: (a) the Platform will ever be adopted; (b) the Platform will be adopted as developed by Octera Technologies Limited and not in a different or modified form; (c) a Blockchain utilizing or adopting the Platform will ever be launched; and (d) a Blockchain will ever be launched with or without changes to the Platform and with or without a distribution matching the fixed, non-transferable OT tokens Token balances. Furthermore, OT tokens will not have any functionality or rights on the OT tokens Platform and holding OT tokens is not a guarantee, representation or warranty that the holder will be able to use the OT tokens Platform, or receive any tokens

utilized on the OT tokens Platform, even if the OT tokens Platform is launched and the Platform is adopted, of which there is no guarantee, representation or warranty made by Company.

4. **Not for Speculation-** The Contributor acknowledges and agrees that the Contributor is not purchasing OT tokens for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or other financial purposes.
5. **No Other Rights Created- No Claim, Loan or Ownership Interest-**The purchase of OT tokens: (a) does not provide the Contributor with rights of any form with respect to Company or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property) or other financial or legal rights; (b) is not a loan to Company; and (c) does not provide the Contributor with any ownership or other interest in Company.
6. **The Contributor Knowledge and Risks of Project-** The Contributor has received a copy of the current White Paper and carefully read it. The Contributor acknowledges that the White Paper may change up to and after the Token Distribution Date and contributor accepts the obligation to promptly read new versions of the White Paper as made available to contributor. The Contributor has sufficient knowledge and experience in business, technology and financial matters, including a sufficient understanding of Blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), Blockchain-based software systems and Blockchain technology, to be able to evaluate the risks and merits of the Contributor's contribution of OT tokens, including but not limited to the matters set forth in this Agreement, and is able to bear the risks thereof, including loss of all amounts paid, loss of OT tokens, and liability to Company and others for its acts and omissions, including without limitation those constituting breach of this Agreement, negligence, fraud or willful misconduct. the Contributor has obtained sufficient information in order to make an informed decision to purchase OT tokens.
7. **Access to Information-** The Contributor has been provided an opportunity to ask questions of, and the Contributor has received answers thereto satisfactory to the Contributor from, the Company and its representatives regarding the terms and conditions of the Contribution of OT tokens, and the Contributor has obtained any and all additional information requested by the Contributor to verify the accuracy of all information furnished to the Contributor regarding the Project and the Contribution of OT tokens. The Contributor acknowledges that other contributors may have received different information than the Contributor regarding the purchase of OT tokens, including because other contributors may have asked additional questions of, or requested additional information from, the Company and its representatives. The Contributor is not relying on the Company or any of its owners, officers, counsel, employees, agents or representatives for legal, investment or tax advice. The Contributor has sought independent legal, investment and tax advice to the extent that the Contributor has deemed necessary or appropriate in connection with the Contributor's decision to purchase OT tokens described herein.
8. **Evaluation of and Ability to Bear Risks-** The Contributor has such knowledge and experience in financial matters, business and technology, including but not limited to Blockchain technology, to be able to evaluate the risks and merits of purchasing, and other considerations relating to, OT tokens to be purchased by the Contributor pursuant to this Agreement, including but not limited to the risks outlined in legal paper, subscription agreement, terms of use , privacy policy & project documents herein on the Website or forum, and is able to bear such risks. The Contributor's financial situation is such that the Contributor can afford to bear the economic risk of holding OT tokens for an indefinite period of time,

and the Contributor can afford to suffer the complete loss of the Contribution Amount and OT tokens.

9. **Funds-** The funds, including any fiat, virtual currency or cryptocurrency, the Contributor uses to Contribute OT tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and the Contributor will not use OT tokens to finance, engage in or otherwise support any unlawful activities.
10. **Payments-** All payments by the Contributor under this Agreement will be made only in the Contributor's name, from a digital wallet or bank account not located in a country or territory that has been designated as a "non-cooperative country or territory" by the Financial Action Task Force, and is not a "foreign shell bank" within the meaning of the U.S. Bank Secrecy Act (31S.C. & 5311 et seq.), as amended, and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.
11. **Anti-Money Laundering: Anti-Money Laundering; Counter-Terrorism Financing-** To the extent required by applicable Laws, the Contributor complies with all anti-money laundering and counter-terrorism financing requirements.
12. **Sanctions Compliance-** Neither the Contributor, nor any Person having a direct or indirect beneficial interest in the Contributor or OT tokens being acquired by the Contributor, or any Person for whom the Contributor is acting as agent or nominee in connection with OT tokens, is (i) the subject of sanctions administered or enforced by the United States (including without limitation the U.S. Department of the Treasury's Office of Foreign Asset Control, the United Kingdom, the European Union or any other Governmental Authority (collectively, "Sanctions")), (ii) organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions or (iii) otherwise a party with which Company is prohibited from dealing with under applicable Laws.
13. **Contribution of tokens are non-refundable and cannot be cancelled-** The Contributor may lose all amounts paid.

ANNEXURE C

GENERAL RISKS

Each Contributor should carefully consider and evaluate each of the following risk factors and all other information contained in the Agreement before acquiring, owing or continuing to hold any OT Tokens and accepting the Terms and Conditions in their entirety. To the best of the Company knowledge and belief, all risk factors which are material to the Contributors in making an informed judgement to continue to own or hold OT tokens and accept the Terms and Conditions in their entirety have been set out below. If any of the following considerations, uncertainties or material risks develops into actual events, the business, financial position and/or results of operations of the Company could be materially and adversely affected.

- 1. Ability to Transact or Resell-** The Contributor may be unable to sell or otherwise transact in OT tokens at any time, or for the price the Contributor paid. By using the Distribution Contract or by purchasing OT tokens, the Contributor acknowledges, understands and agrees that: (a) OT tokens may have no value; (b) there is no guarantee or representation of liquidity for OT tokens; and (c) Company is not and shall not be responsible for or liable for the market value of OT tokens, the transferability and/or liquidity of OT tokens and/or the availability of any market for OT tokens through third parties or otherwise.
- 2. Blockchain Delay Risk-** On the Ethereum Blockchain, timing of block production is determined by proof of work, so block production can occur at random times. For example, Purchase Currency contributed to the Distribution Contract in the final seconds of a distribution period may not get included for that period. the Contributor acknowledges and understands that the Ethereum Blockchain may not include the Contributor's transaction at the time the Contributor expects, and the Contributor may not receive OT tokens the same day the Contributor sends Purchase Currency.
- 3. Ethereum Blockchain-** The Ethereum Blockchain may be prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the Ethereum network in an attempt to gain an advantage in purchasing cryptographic tokens. the Contributor acknowledges and understands that Ethereum block producers may not include the Contributor's transaction when the Contributor wants, or the Contributor r's transaction may not be included at all.
- 4. Source Code-** The source code underpinning the OT tokens and OT tokens token smart contracts may contain flaws, bugs, defects or inconsistencies that could compromise the predictability, usability, functionality, stability and security of the OT tokens. The Company has attempted to perform quality assurance and audit procedures to ensure the source code accurately reflects the OT tokens intended operation, though there can be no guarantee that any errors are identified, or the source code will be error-free. In addition, source code modifications or updates may lead to unexpected or unintended outcomes that may adversely affect the utility or functionality of the OT tokens or any associated services. Source code modifications that constitute upgrades may be required in connection with the development of the OT tokens or associated services, and the Contributor's failure to participate in any such upgrades may result in the loss of some or all Token functionality.
- 5.** The temporary or permanent existence of forked Blockchain on the Ethereum Blockchain could adversely impact the use and functionality of the OT tokens.
- 6. Token Security-** OT tokens may be subject to expropriation and /or Hackers or other malicious groups or organizations may attempt to interfere with the Distribution Contract or

OT 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 Ethereum platform and OT tokens rest on open source software, there is the risk that Ethereum smart contracts may contain intentional or unintentional bugs or weaknesses that may negatively affect OT tokens or result in the loss of the Contributor's OT tokens, the loss of the Contributor's ability to access or control the Contributor's OT tokens or the loss of ETH in the Contributor's account. In the event of such a software bug or weakness, there may be no remedy and holders of OT tokens are not guaranteed any remedy, refund or compensation.

- 7. Access to Private Keys-** OT tokens purchased by the Contributor may be held by the Contributor in the Contributor'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 the Contributor's digital wallet or vault storing OT tokens will result in loss of such OT tokens, access to the Contributor's Token balance and/or any initial balances in Blockchain 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 the Contributor uses, may be able to misappropriate the Contributor's OT tokens. Company is not responsible for any such losses.
- 8. Invalid Wallet-** It is the Contributor's responsibility to ensure that the digital wallet address provided to Company for the receipt of OT tokens is capable of accepting all types and categories of tokens, including ERC-20 compatible tokens. Company is not responsible if the wallet provided by the Contributor is not capable of accepting OT tokens distributed by Company. the Contributor assumes all responsibility with respect to the foregoing, and Company accepts no liability whatsoever for wallets that do not accept OT tokens distributed by Company.
- 9. New Technology-** The Project and the matters set forth in the Pre/White Paper are new and untested. The Project might not be capable of completion, implementation or adoption. It is possible that no Blockchain utilizing the Project will ever be launched and there may never be an operational Platform. 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. Technology changes rapidly, and OT tokens and the Project may become outdated.
- 10. Reliance on Third Parties-** The Project will 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.
- 11. Failure to Map a Public Key to the Contributor's Account-** the Contributor's failure to map a public key to the Contributor's account may result in third parties being unable to recognize the Contributor's Token balance on the Ethereum Blockchain.
- 12. Exchange and Counterparty Risks-** If the Contributor chooses to maintain or hold OT tokens through a cryptocurrency exchange or other third party, the Contributor's OT tokens may be stolen or lost. In addition, third parties may not recognize the Contributor's claim to any derivative tokens if and when launched by third parties according to the distribution rules set in the Project.
- 13. Risk of using external wallet services and exchange services**

In the case where a Contributor uses an external cryptocurrency wallet or a cryptocurrency wallet which is established or maintained with an Exchange and the Contributor does not have secure possession of his private key or credentials to access such cryptocurrency wallet, the Contributor may not be able to access his virtual currencies, cryptographic tokens and/or other digital assets. The Company or the Company's Party are also under no obligation, and may not be able, to assist the Contributor in such case.

- 14. 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 White Paper, Company may make changes to such features and specifications for any number of reasons, any of which may mean that the Platform does not meet the Contributor's expectations.
- 15. Effect of Applicable Laws-** The Project is subject to various Laws, including without limitation, laws and regulations of the United States, individual States and local jurisdictions, governing all aspects of the Project, and once launched globally, will be subject to the Laws of additional national jurisdictions. These Laws may require that features or functionalities of the Project be changed or discontinued in ways not expected, or may impose costs that make certain features and functionalities unprofitable. Laws may subject Company to oversight, enforcement, fines and other penalties that may damage the Company or force the Project to end prematurely.
- 16. 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.
- 17. Lack of Interest-** 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 use of the Project.
- 18. 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 will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, Blockchain technology and its applications. Such changes could negatively impact OT tokens in various ways, including, for example, through a determination that OT tokens are regulated financial instruments that require registration. Company may cease the distribution of OT tokens, the development of the Project or operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.
- 19. 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 and/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 OT tokens and/or the development of the Project.
- 20. Business Risks-** The Project may fail to secure the critical involvement and cooperation of key participants. Company and/or the Project may face competition from other entities having greater capital or resources and offering a wider range of products and services that may

outperform the Project. Company and/or the Project may be subject to actions by private parties with respect to intellectual property and other contractual matters. Federal, state and even international laws, regulations and/or rules applicable to technology industries, including but not limited to those regarding the Blockchain technology may impact or constrain the design, implementation and operation of the Project.

- 21. Purchase Price Risk-** The distribution of OT tokens will occur at the end of each set period during the OT tokens Distribution Period. The purchase price which the Contributor receives for OT tokens depends upon the actions of all other users sending ether (“ETH”) to the OT tokens Token Contract during the same period. Everyone sending ETH during the same period receives the same price. It is possible for other people to send in a large amount of ETH after the Contributor and dramatically increase the price the Contributor and everyone else pays per OT tokens Token received. There are no guarantees as to the price of OT tokens purchased by the Contributor and no guarantees that the price per OT tokens Token determined each period by the market will be equal to or higher in the subsequent periods of the OT tokens Distribution Period. There is the possibility that the price per OT tokens Token in subsequent periods of the OT tokens Distribution Period falls below the price paid by initial the Contributors of OT tokens during the OT tokens Distribution Period. The Company reserves the right to change the duration of the OT tokens Distribution Period for any reason, including, without limitation, bugs in the OT tokens Distribution Contract or the OT tokens Token Contract or the unavailability of the Website or other unforeseen procedural or security issues.
- 22. Price Risks Associated with Using Virtual Currencies-** Prices of virtual currencies, cryptographic tokens and/or other digital assets fluctuate day by day or even hour by hour. The value of a Contributor’s OT tokens could surge or drop suddenly. Please note that there is a possibility that the price of virtual currencies, cryptographic tokens and/or other digital assets such as the Tokens could drop to nil. Prices of virtual currencies, cryptographic tokens and/or other digital assets such as the OT tokens on exchanges are prone to significant fluctuations, for example, due to announced proposed legislative acts, governmental restrictions, news related to cyber-crimes or other factors causing potentially excessive market enthusiasm or disproportionate loss in confidence. Prices of virtual currencies, cryptographic tokens and/or other digital assets such as the OT tokens can also be manipulated.
- 23. Liquidity Risk and the Nature of Virtual Currencies-**Virtual currencies, cryptographic tokens and/or other digital assets such as the OT tokens are not legal tender and are not backed by any government. Unlike fiat currencies, which are regulated and backed by local governments and central banks, virtual currencies, cryptographic tokens and/or other digital assets such as the OT tokens may be based only on technology and user consensus. In cases of massive manipulations or market panic, central governments will not take any corrective actions or measures to achieve stability, maintain liquidity or protect the value of virtual currencies, cryptographic tokens and/or other digital assets such as the OT tokens.
- 24. Risks of using Ethereum wallet-** Malicious persons may target persons using Ethereum Wallets for holding virtual currencies, cryptographic tokens and/or other digital assets such as the OT tokens. Such malicious persons could attempt to gain unauthorized access to an Ethereum Wallet and/or the credentials for accessing such Ethereum Wallet, a computer, smartphone and any other devices used by any person. It shall be the sole responsibility of the Contributor to keep the Ethereum Wallet and the credentials for accessing such Ethereum Wallet in his secure possession and under his exclusive control at all times.