

**ETAINPOWER**, a product of **Power Infinity Ltd.**

**TERMS AND CONDITIONS OF INITIAL TOKEN SALE**

**IN THESE TERMS, WORDS AND EXPRESSIONS NOT OTHERWISE DEFINED SHALL, WHERE NOT INCONSISTENT WITH THE CONTEXT, HAVE THE MEANINGS RESPECTIVELY ASCRIBED THERETO IN ANNEX 1 TO THESE TERMS.**

The following Terms govern the Token Sale between **Power Infinity Ltd.**, a company incorporated in the Cayman Islands (the "**Token Vendor**") and you, for your intended purchase of the Tokens from the Token Vendor, during the Sale Period. Each of you and the Token Vendor shall hereinafter be referred to as a "**Party**", and collectively, you and the Token Vendor shall hereinafter be referred to as the "**Parties**".

The Token Vendor intends to issue EtainPower Tokens (**EPR**), as more particularly described in the Whitepaper (the "**Whitepaper**") available at <https://etainpower.io/> (the "**Website**").

**Please read the terms set out herein carefully. The Tokens are not intended to constitute securities of any form, units in a business trust, units in a collective investment scheme or any other form of regulated investment or investment product in any jurisdiction. This document and these Terms do not constitute a prospectus or offer document of any sort and are not intended to constitute an offer of securities of any form, units in a business trust, units in a collective investment scheme or any other form of regulated investment or investment product, or a solicitation for any form of regulated investment or investment product in any jurisdiction. No regulatory authority has examined or approved of these Terms. No such action has been or will be taken by the Token Vendor to obtain such approval under the laws, regulatory requirements or rules of any jurisdiction. The provision of these Terms to you does not imply that the applicable laws, regulatory requirements or rules have been complied with.**

**Please note that you are not eligible and you are not to purchase any Tokens in the Token Sale if you are:**

- 1. a citizen, domiciled in, or resident of the United States of America or the People's Republic of China (which for the purpose of these Terms, shall exclude the Hong Kong Special Administrative Region of the People's Republic of China, the Macau Special Administrative Region of the People's Republic of China, and the Republic of China) ("PRC");**
- 2. located in the United States of America or the PRC at the time of your Whitelisting for and intended purchase or purchase of Tokens in the Token Sale;**
- 3. located in a jurisdiction where the Token Sale is prohibited, restricted or unauthorised in any form or manner whether in full or in part under the laws, regulatory requirements or rules in such jurisdiction; or**
- 4. a person who is otherwise prohibited or ineligible in any way, whether in full or in part, from participating in any part of the transactions contemplated in these Terms.**

By accepting these Terms and purchasing Tokens, you agree to be legally bound by these Terms (including the Annexes hereto) and you expressly acknowledge and represent that you have carefully reviewed these Terms and fully understand the risks, costs, and benefits of purchasing Tokens.

**IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL, TAX OR OTHER PROFESSIONAL ADVISOR(S). IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ACCEPT THESE TERMS OR PURCHASE ANY TOKENS.**

The headings in these Terms are included for convenience only and shall not be taken into account in construing these Terms. Unless the context otherwise requires, words (including words defined herein) denoting the singular only shall include the plural and *vice versa*. References to “**Paragraph**” and “**Annex**” are to be construed as references to the paragraphs of and the annexes to these Terms. The Parties **HEREBY AGREE** as follows:

## **1. INTRODUCTION**

- 1.1 Unless otherwise stated herein, these Terms including the Annexes hereto shall govern your purchase of Tokens from the Token Vendor in the Token Sale during the Sale Period.
- 1.2 The Token Sale is conducted only during the Sale Period.
- 1.3 The proceeds from the Token Sale will be used to fund the research and development, operations, marketing, ecosystem building (including but not limited to investment and compliance activities), and other activities as described in the version or draft of the Whitepaper and/or such other purposes as the Token Vendor may determine in its sole and absolute discretion.
- 1.4 No information contained in or on, and no part of the following:
  - a. the finalised, published and adopted version or draft of the Whitepaper or any other documents uploaded on the Website, the Token Vendor’s Telegram channel in English which is accessible on [https://t.me/etainpower\\_en](https://t.me/etainpower_en), the Token Vendor’s blog which is accessible on <https://medium.com/@etainpower888>, (collectively, the “**Channels**”);
  - b. the Channels;
  - c. any website or other social media channels directly or indirectly linked to the Whitepaper or the Channels; or
  - d. any other information or document,

shall constitute part of these Terms, and no representations, warranties or undertakings are or are intended or purported to be given by the Token Vendor in respect of any information contained in or on, or any part of, the items as stated in Paragraphs 1.4(a) to (d) above.

## **2. ELIGIBILITY TO PURCHASE TOKENS**

### Eligibility to participate

- 2.1 You shall not participate in the Token Sale if there are applicable legal restrictions in your country of residence or domicile. It is your sole responsibility to ensure that your participation in the Token Sale is not prohibited, restricted, curtailed, hindered, impaired or otherwise adversely affected in any way by any applicable law, regulation or rule in your country of residence or domicile.
- 2.2 You are not eligible and you are not to purchase any Tokens in the Token Sale if:
  - a. you are located in the PRC or if you are a citizen or resident (tax or otherwise) of, or domiciled in, the PRC;
  - b. you are located in the United States of America or if you are a citizen, resident (tax or otherwise) or green card holder of, or domiciled in, the United States of America;
  - c. such Token Sale is prohibited, restricted or unauthorized in any form or manner whether in full or in part under the laws, regulatory requirements or rules in the jurisdiction in which you are located, at the time of your intended purchase of the Tokens in the Token Sale; or

- d. you are a person who is otherwise prohibited or ineligible in any way, whether in full or in part, from participating in any part of the transactions contemplated in these Terms

(collectively, the “**Disqualified Persons**”).

#### Whitelisting

- 2.3 You have been granted access to view these Terms because you have been successfully Whitelisted by the Token Vendor. Only participants who have been successfully Whitelisted by the Token Vendor to its sole and absolute satisfaction for the Token Sale shall be eligible to purchase Tokens in the Token Sale.

### **3. SALE PERIOD AND TARGET AGGREGATE AMOUNT**

- 3.1 The Token Sale is undertaken on or about October through to December 2018 (the “**Sale Period**”).

(the “**Sale Expiry Time**”).

Please note that Paragraph 3.4 will be applicable to any attempted purchase of Tokens after the Sale Expiry Time. Closure of the Sale Period will be announced by the Token Vendor as soon as practicable thereafter on the Channels or such other channels of communication as may be determined by the Token Vendor.

- 3.2 In the event that the aggregate number of Tokens purchased in the Token Sale (excluding any Tokens purchased by you hereunder) are no less than 3,500,000,000 Tokens (the “**Target Aggregate Amount**”) at any time prior to the end of the Sale Period (the “**Early Target Fulfilment**”), the Token Sale shall be closed by the Token Vendor at the time of such Early Target Fulfilment (the “**Early Closure Time**”).
- 3.3 The Token Vendor may in its sole and absolute discretion determine that the Sale Expiry Time shall be such time other than as set out in Paragraph 3.1(b), or that the Target Aggregate Amount shall be such amount other than as set out in Paragraph 3.2.
- 3.4 In the event that you attempt to make a purchase of Tokens after the Sale Expiry Time and you have made any transfers of ETH for such attempted purchase of Tokens, you acknowledge and agree that:

- a. provided that your transfer of ETH to the Designated Address as payment for such attempted purchase of Tokens is validated and verified on the Ethereum blockchain as successful and complete and notwithstanding any provision in these Terms, the Token Vendor may, subject to Paragraph 3.4(b) and at its sole and absolute discretion, provide a refund of such transfer in full or in part without interest and net of all administrative and/or third party charges and/or other transaction fees (if any) that may be incurred in connection with such refund, in which case such administrative and/or third party charges and/or other transaction fees (if any) incurred in connection with such refund shall be borne by you;
- b. the Token Vendor shall have no obligations in any form or manner whatsoever to you in respect of such attempted purchase; and
- c. you hereby waive all rights, claims and/or causes of action (present or future) under law (including any tortious claims) or contract against the Token Vendor and the Indemnified Persons in connection with or arising from such attempted purchase, and shall further hold

harmless the Token Vendor and the Indemnified Persons from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by you in connection with or arising from such attempted purchase.

#### 4. ACCEPTED CRYPTOCURRENCIES, PURCHASE CONSIDERATION, MINIMUM PURCHASE AMOUNT, AND TRANSFER PROCEDURE

##### Purchases only through the Website

4.1 You may only purchase Tokens in the Token Sale through the Website and no other website or place. In the event that you purport to purchase Tokens through any website or place other than the Website, you acknowledge and agree that:

- a. the Token Vendor shall have no obligation to deliver, and you shall have no right to receive, any Tokens;
- b. the Token Vendor shall have no obligation to provide, and you shall have no right to receive, any refund for any part of the Purchase Consideration transferred by you through such other website or place; and
- c. the Token Vendor shall have no obligations to you in any manner or form in respect of such purported purchase.

##### Accepted cryptocurrencies for purchase

4.2 The Token Vendor shall accept, as payment for the purchase of Tokens, only ETH. No legal tender, fiat currencies, cryptocurrencies, blockchain assets or tokens other than ETH shall be accepted as payment for purchase of Tokens. Subject to the provisions of these Terms, your purchase of Tokens under these Terms shall be deemed to be a confirmed purchase only upon validation and verification on the Ethereum Blockchain that your transfer of ETH to the Designated Address, as payment for your intended purchase of Tokens, is successful and complete.

##### Purchase Consideration

4.3 The consideration for the purchase of Tokens (the "**Purchase Consideration**") in the Token Main Sale stage shall be released in October 2018. Any fractional number of Tokens which you are entitled to receive for a confirmed purchase of Tokens (to the extent not rejected by the Token Vendor in accordance with these Terms), determined based on the amount of ETH for such confirmed purchase at the Purchase Consideration as received at the Designated Address in ETH, shall be rounded down to the nearest whole Token.

Notwithstanding the foregoing of this Paragraph 4.3, the Token Vendor reserves the right to adjust, in its sole and absolute discretion, the Purchase Consideration at any time during the Sale Period.

##### Minimum Purchase Amount

4.4 The minimum Purchase Consideration for each purchase of Tokens is **0.01 ETH** (in addition to covering all administrative and/or third party charges and/or other transaction fees (if any) that may be incurred by you in connection with such transfer of ETH) (the "**Minimum Purchase Amount**").

4.5 In the event that you attempt to purchase Tokens of an amount less than the Minimum Purchase Amount, you acknowledge and agree that:

- a. provided that your transfer of ETH to the Designated Address as payment for such attempted purchase of Tokens is validated and verified on the Ethereum blockchain as

successful and complete and notwithstanding any provision in these Terms, the Token Vendor may, at its sole and absolute discretion, provide a refund of such transfer in full or in part without interest and net of all administrative and/or third party charges and/or other transaction fees (if any) that may be incurred in connection with such refund, in which case such administrative and/or third party charges and/or other transaction fees (if any) incurred in connection with such refund shall be borne by you;

- b. save for any refund that the Token Vendor may elect to provide under Paragraph 4.5(a), the Token Vendor shall have no obligations in any form or manner whatsoever to you in respect of such attempted purchase; and
- c. save for your right to such refund under Paragraph 4.5(a), you hereby waive all rights, claims and/or causes of action (present or future) under law (including any tortious claims) or contract against the Token Vendor and the Indemnified Persons in connection with or arising from such attempted purchase, and shall further hold harmless, the Token Vendor and the Indemnified Persons from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by you in connection with or arising from such attempted purchase.

4.6 The Purchase Consideration shall be exclusive of all administrative and/or third party charges and/or other transaction fees (if any) that may be incurred in connection with your transfer of the Purchase Consideration for your intended purchase of Tokens. Any such administrative and/or third party charges and/or other transaction fees (if any) incurred in connection with your transfer of the Purchase Consideration for your intended purchase of Tokens shall be borne by you.

It shall be your sole responsibility to ensure that the amount of transaction fees paid by you to miners in connection with your transfer of ETH, as payment for your intended purchase of Tokens, is sufficient for your transfer to be validated and verified on the Ethereum Blockchain as a successful and complete transfer prior to the Sale Expiry Time.

Any amount(s) of transaction fees recommended by the Token Vendor through the Channels or any other public or private communication channel is only indicative, and may not be representative or reflective of the actual amount(s) of transaction fees required for your transfer to be validated and verified on the Ethereum Blockchain as a successful and complete transfer prior to the Sale Expiry Time. Accordingly, there is no assurance that any amount(s) of transaction fees recommended by the Token Vendor through the Channels or any other public or private communication channel will be sufficient for your transfer to be validated and verified on the Ethereum Blockchain as a successful and complete transfer prior to the Sale Expiry Time.

*Address for directing transfers of Purchase Consideration and holding of accepted Purchase Consideration*

4.7 You shall transfer ETH as Purchase Consideration for your intended purchase of Tokens to the Designated Address as may be provided to you by the Token Vendor through the Website.

4.8 Any transfer of ETH as Purchase Consideration for your intended purchase of Tokens under Paragraph 4.7 shall be made from the address of an Ethereum Wallet which you have notified to the Token Vendor when Whitelisted and which is **not** an account or wallet established and maintained with any Centralised Exchange. In the case where you transfer ETH to the Designated Address from the address of an account or wallet established and maintained with any Centralised Exchange, regardless of whether such transfer is validated and verified on the Ethereum Blockchain as successful and complete, you acknowledge and agree that:

- a. the Token Vendor shall not be under any obligation to deliver any Tokens to you;

- b. the Token Vendor shall not have any obligation to provide any refund for any part of such transfers of ETH to the Designated Address to you;
  - c. the Token Vendor shall not have any obligation in any form or manner whatsoever to you in respect of such attempted purchase; and
  - d. you hereby waive all rights, claims and/or causes of action (present or future) under law (including any tortious claims) or contract against the Token Vendor and the Indemnified Persons in connection with or arising from such attempted purchase, and shall further hold harmless, the Token Vendor and the Indemnified Persons from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by you in connection with or arising from such attempted purchase.
- 4.9 The ETH transferred to the Designated Address as Purchase Consideration for your purchase, and validated and verified on the Ethereum Blockchain as successful and complete, shall be released and transferred to such address(es) on the relevant blockchain(s) as may be designated by the Token Vendor.
- 4.10 Any transfer of ETH as Purchase Consideration for your intended purchase of Tokens in the Token Sale shall be made to only the Designated Address and no other address. In the event that any transfer is made to any address or place other than the Designated Address, or made after the expiry of the Sale Period, you agree and acknowledge that:
- a. such Purchase Consideration will not be received by the Token Vendor and shall be regarded by the Token Vendor as invalid transfers, and the Token Vendor shall not be under any obligation whatsoever to deliver any Tokens to you;
  - b. the Token Vendor shall have no obligations in any form or manner whatsoever to you in respect of such attempted purchase; and
  - c. you hereby waive all rights, claims and/or causes of action (present or future) under law (including any tortious claims) or contract against the Token Vendor and the Indemnified Persons in connection with or arising from such attempted purchase, and shall further hold harmless, the Token Vendor and the Indemnified Persons from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by you in connection with or arising from such attempted purchase.

Attempts to double spend and purchases in violation of laws

- 4.11 In the event that the Token Vendor discovers, at any time after your acceptance of these Terms and prior to the delivery of Tokens in accordance with Paragraph 6, any attempt by you to double spend ETH in the transfer of ETH as Purchase Consideration for your attempted purchase, or that your purchase of Tokens is determined to be in violation of any applicable laws, regulations or rules and you have made any transfers of ETH for such attempted purchase or such attempted purchase is in violation of any applicable laws, regulations or rules, you acknowledge and agree, regardless of whether such transfers of ETH as Purchase Consideration are reflected as validated and verified on the Ethereum Blockchain, that the attempted purchase of Tokens will be regarded as invalid and/or void *ab initio*, and:
- a. the Token Vendor shall have no obligation to provide, and you shall have no right to receive, any refund for any transfers of ETH made by you whether such transfer was made to the Designated Address and validated and verified on the Ethereum Blockchain as successful and complete or otherwise;
  - b. the Token Vendor shall not be obliged to deliver any Tokens to you and shall have no obligations in any form or manner whatsoever to you in respect of such attempted purchase; and
  - c. you hereby waive all rights, claims and/or causes of action (present or future) under law (including any tortious claims) or contract against the Token Vendor and the Indemnified

Persons in connection with or arising from such attempted purchase, and shall further hold harmless, the Token Vendor and the Indemnified Persons from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by you in connection with or arising from such attempted purchase.

**IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT THERE IS NO ATTEMPT TO DOUBLE SPEND AND THAT YOUR TRANSFER OF ETH AS PURCHASE CONSIDERATION FOR THE PURCHASE OF TOKENS IS NOT IN VIOLATION OF ANY APPLICABLE LAWS, REGULATIONS OR RULES IF YOUR INTENTION IS NOT FOR PARAGRAPH 4.11 TO APPLY TO YOUR PURCHASE OF TOKENS.**

**5. RESPONSIBILITY TO ESTABLISH AND MAINTAIN CRYPTOCURRENCY WALLET AND ADDRESS**

- 5.1 For purposes of your transfer of ETH as Purchase Consideration and receipt of any refund (where applicable) in the Token Sale, you shall have the sole responsibility to establish, and maintain, in fully operational, secure and valid status, access to an Ethereum Wallet which adheres to and supports the ERC20 Token Standard and maintain, in your fully secure possession, the credentials for accessing such Ethereum Wallet and the private key of such Ethereum Wallet;
- 5.2 For purposes of your receipt of Tokens, you shall have the sole responsibility to establish and/or maintain, in fully operational, secure and valid status, access to an Ethereum Wallet as may be provided by you to the Token Vendor and maintain, in your fully secure possession, the credentials for accessing such Ethereum Wallet and the private key of such Ethereum Wallet.
- 5.3 You shall also provide to the Token Vendor through the Website at the time when making transfers of ETH as Purchase Consideration for your purchase of Tokens or such other time as required by the Token Vendor:
  - a. for purposes of your receipt of Tokens, the address of the Ethereum Wallet as referred to in Paragraph 5.2; and
  - b. for purposes of your receipt of refunds (if any), the address of the Ethereum Wallet as referred to in Paragraph 5.1.
- 5.4 In the event of any loss, hack or theft of cryptocurrencies from any of the Ethereum Wallets referred to in Paragraphs 5.1 and 5.2, you acknowledge and confirm that you shall have no right(s), claim(s) or causes of action in any way whatsoever against the Token Vendor.
- 5.5 Any obligation of the Token Vendor to deliver any Tokens to you or provide you with any refund under these Terms shall be subject to your compliance with the provisions of Paragraphs 5.1 to 5.3. In the event that the Token Vendor is unable to deliver any Tokens to you or provide you with any refund under these Terms due to your Ethereum Wallet not being initialised, valid or operational, the Token Vendor may, at its sole and absolute discretion, hold such Tokens or refund in escrow or do such other acts as it may determine and shall not be obliged to deliver any Tokens to you or provide you with any refund.

**6. DELIVERY OF TOKENS AND RIGHTS OF TOKEN HOLDERS**

- 6.1 The Token Vendor shall, on a reasonable endeavours basis, deliver the Tokens for confirmed purchases within sixty (60) calendar days from the Sale Expiry Time (subject to the validation and verification on the Ethereum Blockchain as successful and complete the transfer of such ETH by you to the Designated Address as Purchase Consideration), to such address of a Ethereum Wallet as may be provided by you to the Token Vendor in accordance with Paragraph 5.3(a). Tokens shall be deemed to be received by you upon validation and verification of receipt of Tokens in such Ethereum Wallet as may be provided by you to the Token Vendor in accordance with Paragraph 5.3(a).

6.2 The delivery of Tokens to you in accordance with Paragraph 6.1 shall only be made on satisfaction of all of the following:

- a. receipt by the Token Vendor in full of the Purchase Consideration for your purchase of Tokens at the Designated Address in accordance with Paragraph 4;
- b. the Ethereum Wallet provided by you to the Token Vendor in accordance with Paragraph 5.3(a) being maintained in fully operational, secure and valid status; and
- c. validation and verification of transfers of ETH as Purchase Consideration on the Ethereum Blockchain as successful and complete.

6.3 In the case where Tokens have been delivered by the Token Vendor in accordance with Paragraph 6.1, but where the Ethereum Wallet provided by you to the Token Vendor in accordance with Paragraph 5.3(a) is an account or wallet established and maintained with any Centralised Exchange, you acknowledge and agree that:

- a. the Token Vendor shall not have any obligation to ensure your receipt of any Tokens so delivered;
- b. the Token Vendor shall not have any obligation in any form or manner whatsoever to you in respect of your attempted purchase of Tokens; and
- c. you hereby waive all rights, claims and/or causes of action (present or future) under law (including any tortious claims) or contract against the Token Vendor and the Indemnified Persons in connection with or arising from such delivery of Tokens, and shall further hold harmless, the Token Vendor and the Indemnified Persons from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by you in connection with or arising from such delivery of Tokens.

6.4 Tokens shall be delivered to and accepted by you on an “as is” basis without warranties of any kind by the Token Vendor. The Token Vendor hereby expressly disclaims all express and implied warranties in relation to Tokens and the delivery thereof.

6.5 Any availability, transferability or tradability of Tokens on any cryptocurrency exchange shall not be construed, interpreted or deemed by you as an indication of the merits of the Token Vendor, EtainPower, the Whitepaper, the Channels, the Token Sale or the Tokens.

6.6 Save for such right as may be granted by the Token Vendor, in its sole and absolute discretion, to holders of Tokens to use and access certain functions within the EtainPower as described in the Whitepaper (with the terms and conditions and extent of any such granted right also being determined by the Token Vendor in its sole and absolute discretion), ownership and holding of Tokens shall carry no other rights, express or implied, in relation to you, the Token Vendor, or any other person.

6.7 To the extent that the Token Vendor determines, in its sole discretion, that it is necessary to obtain certain information about you in order to comply with applicable laws or regulations in connection with the purchase of Tokens, you shall provide such information promptly upon such request in such form or manner as the Token Vendor may require, and you acknowledge and accept that the Token Vendor may refuse to sell or withhold delivery of Tokens to you until such requested information has been provided to the satisfaction of the Token Vendor.

7. **WITHDRAWALS, CANCELLATIONS, REJECTIONS OF PURCHASES AND ABORTION OF TOKEN SALE**

7.1 Upon validation and verification of transfers of ETH as Purchase Consideration for the purchase of Tokens from the Token Vendor on the Ethereum Blockchain as successful and complete, save as provided for under these Terms:

- a. such transfer shall be deemed to be final; and
- b. unless otherwise required by the applicable laws, regulations or rules, you shall not be entitled to any withdrawals or cancellations of transfers or purchases, or any refunds.

7.2 The Token Vendor reserves the right, in its sole and absolute discretion, to reject any purchases of Tokens or abort the Token Sale at any time after your acceptance of these Terms and prior to the delivery of Tokens in accordance with Paragraph 6. The Token Vendor further reserves the right, in its sole and absolute discretion, to treat the Token Sale and any purchase of Tokens therein as being invalid, notwithstanding any delivery of Tokens which may have been effected in accordance with Paragraph 6, in the case where there is any change in any applicable law, regulation or rule after such delivery which prohibits, restricts, curtails, hinders, impairs or otherwise adversely affects the Token Sale to any extent.

7.3 The Token Vendor reserves the right, in its sole and absolute discretion, to reject any purchases of Tokens by any participant at any time after your acceptance of these Terms and prior to the delivery of Tokens in accordance with Paragraph 6 in the event that you are not successfully Whitelisted to the Token Vendor's sole and absolute satisfaction.

7.4 In the event of any such rejection of your purchase of Tokens, abortion of the Token Sale or the completed Token Sale being treated as invalid, where you have made any transfer of ETH as Purchase Consideration for such rejected purchase of Tokens or such purchase of Tokens which is the subject of the aborted Token Sale or the completed Token Sale being treated as invalid (as the case may be), you acknowledge and agree that:

- a. provided that your transfer of ETH to the Designated Address as payment for such intended purchase of Tokens is validated and verified on the Ethereum Blockchain as successful and complete and notwithstanding any provision in these Terms, the Token Vendor may, notwithstanding any provision in these Terms, elect in its sole and absolute discretion to provide a refund of such Purchase Consideration in full or in part without interest and net of all administrative and/or third party charges and/or other transaction fees (if any) that may be incurred in connection with such refund, in which case such administrative and/or third party charges and/or other transaction fees (if any) incurred in connection with such refund shall be borne by you;
- b. save for any refund that the Token Vendor may elect to provide under Paragraph 7.4(a), the Token Vendor shall have no obligations in any form or manner whatsoever to you in respect of such intended purchase; and
- c. save for your right to such refund under Paragraph 7.4(a), you hereby waive all rights, claims and/or causes of action (present or future) under law (including any tortious claims) or contract against the Token Vendor and the Indemnified Persons in connection with or arising from such intended purchase, and shall further hold harmless, the Token Vendor and the Indemnified Persons from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by you in connection with or arising from such intended purchase.

## **8. REFUND OF PURCHASE CONSIDERATION**

8.1 You acknowledge, agree, and confirm that there shall be no refund of any transfers of ETH made by you to the Token Vendor in any form or manner unless clearly provided for under these Terms. All risks in relation to any refund of transfers of ETH made pursuant to these Terms shall be borne

absolutely by you and none of the Token Vendor or any of the Indemnified Persons shall be liable for any such risks.

8.2 In each case where the Token Vendor elects, in accordance with these Terms, to provide a refund of any transfer of ETH as Purchase Consideration made by you for any intended purchase, the Token Vendor shall transfer such amount of ETH as may be equivalent to the amount refundable to the address of such Ethereum Wallet as may be provided by you to the Token Vendor in accordance with Paragraph 5.3(b).

8.3 Notwithstanding Paragraph 8.2, in the case where the Token Vendor elects, in accordance with these Terms, to provide a refund of any transfers of ETH made by you as Purchase Consideration for any intended purchase, but where the Ethereum Wallet as may be provided by you to the Token Vendor in accordance with Paragraph 5.3(b) is an account or wallet established and maintained with any Centralised Exchange, you acknowledge and agree that:

- a. the Token Vendor shall not have any obligation to ensure your receipt of any such refund;
- b. the Token Vendor shall not have any obligation in any form or manner whatsoever to you in respect of such refund; and
- c. you hereby waive all rights, claims and/or causes of action (present or future) under law (including any tortious claims) or contract against the Token Vendor and the Indemnified Persons in connection with or arising from such refund, and shall further hold harmless, the Token Vendor and the Indemnified Persons from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by you in connection with or arising from such refund.

## 9. **REPRESENTATIONS AND WARRANTIES**

9.1 By accepting these terms, you represent and warrant to the Token Vendor as follows:

- a. you acknowledge and agree that the Tokens are not intended to constitute securities of any form, units in a business trust, units in a collective investment scheme or any other form of regulated investment or investment product in any jurisdiction;
- b. you are not a citizen or resident of a country the laws of which prohibit or conflict with the Token Sale or your participation in the Token Sale;
- c. you acknowledge and agree that these Terms do not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities of any form, units in a business trust, units in a collective investment scheme or any other form of regulated investment or investment product in any jurisdiction or a solicitation for any form of investment in any jurisdiction;
- d. you acknowledge and agree that no Token is to be construed, interpreted, classified or treated as enabling, or according any opportunity to, you to participate in or receive profits, income, or other payments or returns arising from or in connection with the Token Vendor, EtainPower, the Tokens or the proceeds of the Token Sale, or to receive sums paid out of such profits, income, or other payments or returns;
- e. you acknowledge and agree that no regulatory authority has examined or approved of these Terms, no such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction, and the provision of these Terms to you does not imply that the applicable laws, regulatory requirements or rules have been complied with;
- f. the provision of these Terms, any part thereof or any copy thereof, or acceptance of the same by you, is not prohibited or restricted by the applicable laws, regulations or rules in your jurisdiction, and where any restrictions in relation to possession are applicable, you

- have observed and complied with all such restrictions at your own expense and without liability to the Token Vendor;
- g. you have read and understood all of these Terms including the Annexes hereto;
  - h. any Ethereum Wallet provided by you in accordance with Paragraph 5.3 is fully operational, secure and valid;
  - i. you are not a Disqualified Person;
  - j. you have full power and capacity to accept these Terms and perform all your obligations hereunder and in the case where you are accepting these Terms on behalf of a corporation:
    - 1) such corporation is duly incorporated and validly existing under the applicable laws; and
    - 2) you are duly authorised to accept these Terms and procure the performance of obligations hereunder;
  - k. if you are a natural person, you are of sufficient age and capacity under the applicable laws of the jurisdiction in which you reside and the jurisdiction of which you are a citizen to accept these Terms and perform all your obligations hereunder;
  - l. you acknowledge and agree that the Tokens are not to be construed, interpreted, classified or treated as:
    - 1. any kind of currency other than cryptocurrency;
    - 2. debentures, stocks or shares issued by the Token Vendor;
    - 3. rights, options or derivatives in respect of such debentures, stocks or shares;
    - 4. rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss;
    - 5. units in a collective investment scheme;
    - 6. units in a business trust;
    - 7. derivatives of units in a business trust; or
    - 8. any other security, class of securities or form of investment (whether regulated or otherwise);
  - m. you have a basic degree of understanding of the operation, functionality, usage, storage, transmission mechanisms, and other material characteristics of cryptocurrencies, blockchain assets, and tokens including Tokens, blockchain-based software systems, cryptocurrency wallets or other related token storage mechanisms, blockchain technology and smart contract technology;
  - n. you are fully aware of, understand and agree to assume all the risks (including direct, indirect or ancillary risks) associated with the conduct of the Token Sale via the Website, the Token Vendor, the Token Sale, the Tokens, your purchase of Tokens, any Ethereum Wallet referred to in Paragraph 5, your provision of the address of any Ethereum Wallet referred to in Paragraph 5, EtainPower, including but not limited to the risks set out in the Annex 2 hereto;

- o. these Terms constitute legal, valid, and binding obligations on you, enforceable in accordance with its terms and neither the purchase of, nor receipt, nor holding of Tokens is in breach or contravention of any applicable law, regulation or rule in your jurisdiction;
- p. you are not a citizen or resident of any jurisdiction in which either the purchase of, receipt, or holding of Tokens is prohibited, restricted, curtailed, hindered, impaired or otherwise adversely affected by any applicable law, regulation or rule;
- q. no consent, approval, order or authorisation of, or registration, qualification, designation, declaration or filing with, any regulatory authority in any jurisdiction (the "**Approvals**") is required on your part in connection with your purchase of Tokens, or where any Approvals are required, such Approvals have been obtained and remain valid and in full force and effect;
- r. the cryptocurrencies that you will use to purchase Tokens were not and are not directly or indirectly derived from any activities that in connection with anti-money laundering and/or terrorism financing laws or regulations or any other acts in breach or contravention of any applicable law, regulation or rule;
- s. none of you or (and in the case where you are accepting these Terms on behalf of a corporation) any of your Subsidiaries (if any), any of your directors or officers nor, any of your employees, agents or any other person acting on behalf of your or any of your Subsidiaries is an individual or entity that is, or is owned or controlled by an individual or entity that:
  - 1. is listed by the MAS as designated individuals or entities defined in the respective regulations promulgated under the Monetary Authority of Singapore Act (Chapter 186) of Singapore, the United Nations Act (Chapter 339) of Singapore or the Terrorism (Suppression of Financing) Act (Chapter 325) of Singapore or such other law, regulation or rule as may be prescribed by the MAS from time to time;
  - 2. is currently the subject of any sanction administered by the OFAC or any other United States government authority, is not designated as a "Specially Designated National" or "Blocked Person" by OFAC or subject to any similar sanctions or measures imposed or administered by the United Nations Security Council, the European Union, Her Majesty's Treasury of the United Kingdom or similar sanctions administered or imposed by the government of Singapore or any other country (collectively, the "**Sanctions**");
  - 3. is located, organised or resident in a country or territory that is the subject of such Sanctions (including, without limitation, the Democratic People's Republic of Korea, the Democratic Republic of Congo, Eritrea, Iran, Libya, Somalia, South Sudan, Sudan and Yemen); or
  - 4. has engaged in and is not now engaged in any dealings or transactions with any government, person, entity or project targeted by, or located in any country or territory, that at the time of the dealing or transaction is or was the subject of any Sanctions;
- t. none of: (i) you; (ii) any person controlling or controlled by you; (iii) if you are a privately-held entity, any person having a beneficial interest in you; or (iv) any person for whom you are acting as agent or nominee in connection with your participation in the Token Sale is a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure;

- u. if you are affiliated with a Foreign Bank, or if you receive deposits from, make payments on behalf of, or handle other financial transactions related to a Foreign Bank, you represent and warrant to the Token Vendor that: (i) the Foreign Bank has a fixed address, and not solely an electronic address, in a country in which the Foreign Bank is authorised to conduct banking activities; (ii) the Foreign Bank maintains operating records related to its banking activities; (iii) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct its banking activities; and (iv) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate;
- v. you have sufficient ETH to fulfil your obligations under these Terms and the Token Sales in respect of any purchase of Tokens by you;
- w. the Tokens to be delivered to and received by you will not be used for any purpose in connection with money laundering, terrorism financing or any other acts in breach or contravention of any applicable law, regulation or rule;
- x. you are acquiring Tokens as principal and for your own benefit and you are not acting on the instructions of, or as nominee or agent for or on behalf of, any other person;
- y. you bear the sole responsibility to determine what tax implications your participation in the Token Sale and/or purchase of Tokens may have for you and agree not to hold the Token Vendor or any other person involved in the Token Sale liable for any tax liability associated with or arising therefrom;
- z. you agree and acknowledge that the Token Vendor is not liable for any direct, indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with any acceptance of or reliance on these Terms or any part thereof by you;
- aa. you waive the right to participate in a class action lawsuit or a class wide arbitration against the Token Vendor and/or any person involved in the Token Sale and/or with the creation and distribution of the Tokens; and
- bb. all of the above representations and warranties are, and will continue to be, true, complete, accurate and non-misleading from the time of your acceptance of these Terms notwithstanding the receipt by you of all of the Tokens.
- cc. The Token Vendor does not make, and hereby disclaims, any representation or warranty in any form whatsoever, including any representation or warranty in relation to:
  - 1. the information set out on the Whitepaper, the Channels or any other place;
  - 2. the Token Vendor;
  - 3. the Token Sale;
  - 4. the Tokens;
  - 5. your purchase of Tokens;
  - 6. the Receiving Address;
  - 7. any Ethereum Wallet referred to in Paragraph 5

## 10. **DISCLAIMERS**

10.1 To the maximum extent permitted by all applicable laws, regulations, and rules and except as otherwise provided in these Terms, the Token Vendor hereby expressly disclaims its liability and shall in no case be liable to you or any person for:

- a. any sale or transfer of any Tokens acquired by you hereunder to any person at any time;
- b. the cryptocurrencies used to purchase Tokens being obtained through any acts in connection with money laundering, terrorism financing or any other acts in breach or contravention of any applicable law, regulation or rule;
- c. use of Tokens for any purpose in connection with money laundering, terrorism financing or any other acts in breach or contravention of any applicable law, regulation or rule;
- d. rejection of purchases of Tokens or abortion of the Token Sale pursuant to Paragraph 7.2;
- e. failure or delay in the delivery by the Token Vendor, and receipt by you, of Tokens in accordance with Paragraph 6;
- f. failure, malfunction or breakdown of, or disruption to, the operation of the Token Vendor, EtainPower, the Tokens or any technology (including but not limited to smart contract technology) on which the Token Vendor, the EtainPower, the Tokens, the Designated Address, any Ethereum Wallet(s) referred to in Paragraph 5 or the Token Sale relies on, due to occurrences of hacks, mining attacks (including but not limited to double-spend attacks, majority mining power attacks and "selfish-mining" attacks), cyber-attacks, distributed denials of service, errors, vulnerabilities, defects, flaws in programming or source code or otherwise, regardless of when such failure, malfunction, breakdown, or disruption occurs;
- g. failure, malfunction or breakdown of, or disruption to, the operation of any blockchain, any blockchain-based software systems or any blockchain technology in connection with the operations of the Token Vendor, the EtainPower, the Tokens, the Designated Address, any Ethereum Wallet(s) referred to in Paragraph 5 or the Token Sale, due to occurrences of hardforking, hacks, mining attacks (including but not limited to double-spend attacks, majority mining power attacks and "selfish-mining" attacks), cyber-attacks, distributed denials of service, errors, vulnerabilities, defects, flaws in programming or source code or otherwise, regardless of when such failure, malfunction, breakdown, or disruption occurs;
- h. any virus, error, bug, flaw, defect or otherwise adversely affecting the operation, functionality, usage, storage, transmission mechanisms, transferability or tradeability (after Tokens have been made available for trading on a cryptocurrency exchange (if applicable)) and other material characteristics of Tokens;
- i. decreases or volatility in traded prices or trading volume of Tokens (after Tokens have been made available for trading on a cryptocurrency exchange (if applicable));
- j. failure or unfitness of Tokens for any specific purpose;
- k. the manner of utilisation of the proceeds received by the Token Vendor from the Token Sale;
- l. failure to disclose information relating to the progress of the Token Sale;
- m. loss of possession of the credentials for accessing, or loss or destruction of the private keys of, any Ethereum Wallet referred to in Paragraph 5 in any manner and to any extent;
- n. failure or delay in the availability of Tokens for trading on a cryptocurrency exchange (if applicable);
- o. any rejection of trading of Tokens by a cryptocurrency exchange (if applicable);
- p. any prohibition, restriction or regulation by any government or regulatory authority in any jurisdiction of the operation, functionality, usage, storage, transmission mechanisms, transferability or tradeability (after Tokens have been made available for trading on a cryptocurrency exchange (if applicable)) or other material characteristics of the Tokens;
- q. any risks associated with the Whitepaper, the Channels, the Token Vendor, the Token Sale, Tokens, your purchase of Tokens, any Ethereum Wallet referred to in Paragraph 5, your provision of the address to any Ethereum Wallet referred to in Paragraph 5, the Designated Address and the EtainPower, including but not limited to the risks set out in Annex 2 hereto; and

- r. all other risks, direct, indirect or ancillary, whether in relation to the Whitepaper, the Channels, the Token Vendor, the Token Sale, Tokens, your purchase of Tokens, any Ethereum Wallet referred to in Paragraph 5, your provision of the Ethereum Wallet(s) referred to in Paragraph 5, the Designated Address and the EtainPower which are not specifically or explicitly contained in or stated in these Terms or set out in Annex 2 hereto.

10.2 In the event of any loss, hack or theft of cryptocurrencies from the Receiving Address or any Ethereum Wallet referred to in Paragraph 5, you acknowledge and confirm that you shall have no right(s), claim(s) or causes of action in any way whatsoever against the Token Vendor.

## **11. LIMITATION OF LIABILITY AND INDEMNIFICATION**

11.1 To the maximum extent permitted by the applicable laws, regulations and rules:

- a. the Token Vendor and Indemnified Persons shall not be liable for any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with the purchase of, use, receipt or holding of Tokens by you;
- b. the aggregate liability of the Token Vendor, in tort, contract or otherwise, arising out of or in connection with the purchase of, use, receipt or holding of Tokens by you shall be limited to the amount of ETH transferred by you as Purchase Consideration for your intended purchase hereunder; and
- c. you hereby agree to waive all rights to assert any claims under the applicable laws, regulations and rules and you may make claims based only on these Terms.

11.2 To the maximum extent permitted by the applicable laws, regulations and rules, you shall indemnify, defend, and hold the Token Vendor and/or Indemnified Persons harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable legal fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by you or any third party against any of the Token Vendor or the Indemnified Persons arising out of a breach of any warranty, representation, or obligation hereunder.

## **12. NO ASSIGNMENT**

Subject to these Terms, only you and no other person shall have the right to any claim against the Token Vendor in connection with your purchase hereunder. You shall not assign, trade or transfer, or attempt to assign, trade or transfer, your right to any such claim. Any such assignment or transfer shall not impose any obligation or liability of the Token Vendor to the assignee or transferee.

## **13. INTELLECTUAL PROPERTY RIGHTS**

13.1 These Terms shall not entitle you to any intellectual property rights, including the rights in relation to the use, for any purpose, of any information, image, user interface, logos, trademarks, trade names, Internet domain names or copyright in connection with the Whitepaper, the Channels, the Token Vendor, the Token Sale, the Tokens, your purchase of Tokens, and the EtainPower.

13.2 There are no implied licences under these Terms, and any rights not expressly granted to you hereunder are reserved by the Token Vendor.

## **14. SURVIVING TERMS**

Notwithstanding the expiry of the Sale Period, any delivery of Tokens to you or any abortion of the Token Sale pursuant to these Terms, Paragraphs 9 to 16 and 18 to 22, and the Annexes hereto shall remain valid and in full force and effect.

#### 15. **NO WAIVER**

Any failure of the Token Vendor to enforce these Terms or to assert any right(s), claim(s) or causes of action against you under these Terms shall not be construed as a waiver of the right of the Token Vendor to assert any right(s), claim(s) or causes of action against you.

#### 16. **ENTIRE AGREEMENT**

16.1 These Terms contain the entire agreement and the understanding between the Parties and supersedes all prior agreements, understandings or arrangements (both oral and written) in relation to the Token Sale and your purchase of Tokens.

16.2 In the event that the Token Vendor discovers that you, in your participation in the Token Sale, have engaged in unfair, excessive or abusive usage or conduct, the Token Vendor reserves the right to take such actions as may be necessary, to the fullest extent possible under law, to protect the Token Vendor from losses, damages, harm or degradation of any form and manner.

#### 17. **TAXES**

17.1 The Purchase Consideration that you transfer as payment for your purchase of Tokens shall be exclusive of all taxes that are applicable to your purchase of, receipt and holding of Tokens in any jurisdiction ("**Payable Tax**").

17.2 You shall be responsible for determining any Payable Tax and declaring, withholding, collecting, reporting and remitting the correct amount of Payable Tax to the appropriate tax authorities. You shall be solely liable for all penalties, claims, fines, punishments, or other liabilities arising from the non-fulfilment or non-performance to any extent of any of your obligations in relation to the Payable Tax.

17.3 The Token Vendor shall not be responsible for determining any Payable Tax and declaring, withholding, collecting, reporting and remitting the correct amount of Payable Tax to the appropriate tax authorities.

#### 18. **NOTICES**

18.1 Any notice or other communication to be given under these Terms shall be in writing, and shall be deemed to have been duly served on, given to or made in relation to a Party if it is:

- a. left at the address of that Party or posted by prepaid airmail/first-class/registered post addressed to that Party at such address, in which case such notice shall be deemed to have been delivered and received at the time of delivery; or
- b. transmitted by email or facsimile, in which case such notice shall be deemed to be delivered and received at the time of transmission in legible form.

**PROVIDED THAT** where, in the case of delivery by hand, the delivery occurs after 6.00 p.m. on a business day or on a day which is not a business day, receipt shall be deemed to occur at 9.00 a.m. on the next business day.

18.2 For the purposes of these Terms, the contact details of the Token Vendor shall be the contact details (including, if applicable, the details of the person for whose attention a notice or communication is to be addressed) as the Token Vendor may announce on the Channels or notify you in writing from time to time in accordance with the requirements of this Paragraph 18.

18.3 For the purposes of these Terms, your contact details shall be such contact details as you may notify to the Token Vendor in writing from time to time in accordance with the requirements of this Paragraph 18.

## 19. **GOVERNING LAW AND JURISDICTION**

19.1 These Terms shall be governed by, and construed in accordance with, the laws of the Republic of Singapore.

19.2 Any Dispute shall be resolved in accordance with this Paragraph 19.

19.3 A Party shall give prompt written notice of any Dispute to the other Party (a "**Dispute Notice**"). Such Dispute Notice will include sufficient details of the Dispute to enable the other Party to consider its position in relation to the Dispute.

19.4 Each Party agrees to use its best endeavours to settle any Dispute amicably between the Parties within a period of 30 days from the date of the Dispute Notice given under Paragraph 19.3.

19.5 Only in the event that a Dispute is not settled in accordance with Paragraph 19.4 then either Party may, by notice in writing to the other Party, either refer the Dispute to arbitration pursuant to Paragraph 19.6.

19.6 In the event that either Party refers a Dispute, such Dispute shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force which rules are deemed to be incorporated by reference in this Paragraph. The seat of the arbitration shall be in Singapore. The Tribunal shall consist of one (1) arbitrator to be nominated by the Token Vendor. The language of the arbitration shall be in English.

19.7 Notwithstanding any Dispute or reference of certain Disputes (or part of certain Disputes) for determination by arbitration pursuant to Paragraph 19.5, the Parties will continue to comply with their respective obligations under these Terms.

## 20. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

20.1 Subject to Paragraph 20.2, the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore, as may be modified, amended or supplemented from time to time, shall apply to these Terms.

20.2 Save for the Token Vendor's affiliates who shall have rights to the extent accorded thereto under these Terms and the Token Vendor, a person who is not a Party shall not have any rights whatsoever under these Terms or to enforce these Terms.

## 21. **SEVERANCE AND PARTIAL INVALIDITY**

21.1 If any of these Terms is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further and, for the avoidance of doubt, the rest of these Terms shall continue to be valid and in full force and effect

and shall in no way be affected, impaired or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

21.2 The illegality, invalidity or unenforceability of any provision of these Terms under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

## 22. PRIVACY POLICY

Any personal data or information which you provide to us is also subject to our privacy policy, which is incorporated by reference into these Terms.

### **ANNEX 1** **DEFINITIONS**

1. In these Terms, the following words and expressions shall, where not inconsistent with the context, have the following meanings respectively:

“**Approvals**” has the meaning ascribed to it in Paragraph 9.1(q).

“**Centralised Exchange**” means any centralised web and API platform which provides services to allow users of the platform to convert certain cryptocurrencies, cryptographic tokens and blockchain assets.

“**Channels**” has the meaning ascribed to it in Paragraph 1.4.

“**close associate**” in relation to a senior foreign political figure means a person who is widely and publicly known to maintain an unusually close relationship with such senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of such senior foreign political figure.

“**Commencement Time**” has the meaning ascribed to it in Paragraph 3.1(a).

“**Designated Address**” means the blockchain address provided to you by the Token Vendor for purposes of transfer of ETH as Purchase Consideration for your purchase of Tokens.

“**Dispute**” means any dispute between the Parties arising out of or in relation to these Terms.

“**Dispute Notice**” has the meaning ascribed to it in Paragraph 19.3.

“**Disqualified Persons**” has the meaning ascribed to it in Paragraph 2.2.

“**double spend**” means to undertake, or attempt to undertake, two (2) different transactions on the Ethereum Blockchain or any other cryptocurrency network and spend the same account balance on each of the transactions.

“**Early Closure Time**” has the meaning ascribed to it in Paragraph 3.2.

“**Early Target Fulfilment**” has the meaning ascribed to it in Paragraph 3.2.

“**ERC20 Token Standard**” means the set of criteria, (including criteria in relation to functions and events) developed by the Ethereum community, which has to be met in a smart contract on a blockchain in order to enable inter-operability across multiple interfaces and distributed applications.

“**ETH**” means Ether, the cryptographic token native to the Ethereum network.

“**Ethereum Wallet**” means an address which you own on the Ethereum Blockchain.

“**Foreign Bank**” means a non-United States of America banking institution.

“**immediate family**” in relation to a senior foreign political figure includes such figure’s parents, siblings, spouse, children and in-laws.

**“Indemnified Persons”** means subsidiaries, related companies, affiliates, directors, officers, employees, agents, successors, and permitted assignees of the Token Vendor.

**“MAS”** means the Monetary Authority of Singapore.

**“Minimum Purchase Amount”** has the meaning ascribed to it in Paragraph 4.4.

**“OFAC”** means the United States Office of Foreign Assets Control of the United States Department of the Treasury.

**“Payable Tax”** has the meaning ascribed to it in Paragraph 17.1.

**“Purchase Consideration”** has the meaning ascribed to it in Paragraph 4.3.

**“Receiving Address”** means the Designated Address(es) or address(es) on the relevant blockchain as the Token Vendor may transfer the proceeds from the Token Sale to.

**“Sale Expiry Time”** has the meaning ascribed to it in Paragraph 3.1(b).

**“Sale Period”** has the meaning ascribed to it in Paragraph 3.1.

**“Sanctions”** has the meaning ascribed to it in Paragraph 9.1(s)(ii).

**“senior foreign political figure”** means a senior official in the executive, legislative, administrative, military or judicial branch of a government (whether elected or not), a senior official of a major political party, or a senior executive of a foreign government-owned corporation. It includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

**“Subsidiary”** means a corporation that has (a) the composition of its board of directors controlled by another corporation; (b) has more than half of its voting power controlled by another corporation; or (c) has more than half of its issued share capital held by another corporation.

**“Target Aggregate Amount”** has the meaning ascribed to it in Paragraph 3.2.

**“Terms”** means the terms and conditions contained in these “Terms and Conditions of Initial Token Sale”, as amended, supplemented, updated or substituted from time to time and includes the Annexes hereto.

**“Token Sale”** means the sale of Tokens by the Token Vendor to you in accordance with these Terms.

**“Tokens”** means the EtainPower tokens (EPR), a native cryptographic token created and issued by the Token Vendor in relation to the EtainPower, and **“Token”** shall be construed accordingly.

**“Website”** means <https://www.etaipower.io/>.

**“Whitelist”** means to be identified to be eligible to participate in the Token Sale subject to satisfactory know your client and anti-money laundering, and counter financing of terrorism checks being conducted by the Token Vendor, or fulfilment of such other criteria as may be imposed by the Token Vendor in connection therewith at their sole and absolute discretion.

**“Whitepaper”** means the business whitepaper entitled “*EtainPower: Blockchain-based Energy Ecosystem powered by AI*”, accessible on the Website.

2. In these Terms, a reference to:

1. the Token Vendor includes a reference to its duly authorised agents and/or delegates;
2. a person includes a reference to any individual, body corporate, unincorporated association or partnership;
3. an agreement or other document is a reference to that agreement or document as from time to time supplemented or amended;
4. the masculine gender includes the feminine and neuter genders and vice versa;
5. the singular includes the plural and vice versa; and
6. any law or regulation is a reference to that law or regulation as amended from time to time and, where the same has been repealed, to any re-enactment or replacement of the same.

## **ANNEX 2 RISK FACTORS**

*The EtainPower is intended to be maintained by Token Vendor and/or its affiliate(s). References in this Annex to Token Vendor shall be deemed to include a reference to such affiliate(s).*

*You should carefully consider and evaluate each of the following risk factors and all other information contained in the Terms before deciding to participate in the Token Sale. To the best of the Token Vendor's knowledge and belief, all risk factors which are material to you in making an informed judgement to participate in the Token Sale 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 Token Vendor, Token Vendor, and the development, maintenance and level of usage of the EtainPower could be materially and adversely affected. In such cases, the trading price of Tokens (in the case where they are listed on a cryptocurrency exchange) could decline due to any of these considerations, uncertainties or material risks, and you may lose all or part of your Tokens.*

### **1. RISKS RELATING TO PARTICIPATION IN THE TOKEN SALE**

#### ***Purchase of products, including but not limited to cryptocurrencies or cryptographic tokens, from start-ups such as the Token Vendor involve a high degree of risk***

Financial and operating risks confronting start-ups are significant and the Token Vendor and Token Vendor are not immune to these. Start-ups often experience unexpected problems in the areas of product development, marketing, financing, and general management, among others.

#### ***The Token Vendor or Token Vendor may be forced to cease operations***

It is possible that, due to any number of reasons, including, but not limited to, an unfavourable fluctuation in the value of cryptographic and fiat currencies, the inability of Token Vendor to establish the EtainPower or the Token's utility, the failure of commercial relationships, or intellectual property ownership challenges, the Token Vendor or Token Vendor may no longer be viable to operate and the Token Vendor or Token Vendor may dissolve or take actions that result in a dissolution of the Token Vendor or Token Vendor.

#### ***The tax treatment of these Terms, the purchase rights contained herein, and the Token Sale is uncertain and there may be adverse tax consequences for you upon certain future events.***

The tax characterisation of these Terms and the Tokens are uncertain, and you must seek your own tax advice in connection with your purchase of Tokens. A purchase of Tokens pursuant to these Terms may result in adverse tax consequences to you, including withholding taxes, income taxes, and tax reporting requirements. You should consult with and must rely upon the advice of your own professional tax advisors with respect to tax treatment of a purchase of Tokens pursuant to these Terms.

#### ***There is no prior market for the Tokens and the Token Sale may not result in an active or liquid market for the Tokens***

The Tokens are intended to be native cryptographic tokens in relation to the EtainPower, and the Token Vendor has not and may not actively facilitate any secondary trading or external trading of Tokens. In addition, there is and has been no public market for the Tokens, and the Tokens are not traded, whether on a cryptocurrency exchange or otherwise. In the event that the Tokens are traded on a cryptocurrency exchange, there is no assurance that an active or liquid trading market for the Tokens will develop or if developed, be sustained after the Tokens have been made available for trading on such cryptocurrency exchange. There is also no assurance that the market price of the Tokens will not decline below the value at which they were initially purchased for. The value at which the Tokens were initially purchased for may not be indicative of the market price of the Tokens after they have been made available for trading on a cryptocurrency exchange.

A Token is not a currency issued by any central bank or national, supra-national or quasi-national organisation, nor is it backed by any hard assets or other credit. The Token Vendor and Token Vendor are not responsible for nor do they pursue the circulation and trading of Tokens on the market. Trading of Tokens merely depends on the consensus on its value between the relevant

market participants, and no one is obliged to acquire any Token from any holder of the Token, including the purchasers of Tokens in the Token Sale, nor does anyone guarantee the liquidity or market price of the Tokens to any extent at any time. Accordingly, the Token Vendor and Token Vendor cannot ensure that there will be any demand or market for Tokens, or that the value at which the Tokens were initially purchased is indicative of the market price of Tokens after they have been made available for trading on a cryptocurrency exchange. Hence, there is a risk that a purchaser could lose his entire contribution amount. In the worst-case scenario, the Tokens could be rendered worthless.

The Token Vendor and the Indemnified Persons are not and shall not be responsible for or liable for the market value of the Tokens, the transferability and/or liquidity of the Tokens and/or the availability of any market for the Tokens through third parties or otherwise.

***Future sales of the Tokens could materially and adversely affect the market price of Tokens***

Any future sale of the Tokens (which were not available for sale in the Token Sale) would increase the supply of Tokens in the market and this may result in a downward price pressure on the Tokens. The sale or distribution of a significant number of Tokens outside of the Token Sale, or the perception that such further sales or issuance may occur, could adversely affect the trading price of the Tokens.

***Negative publicity may materially and adversely affect the price of the Tokens***

Negative publicity involving the Token Vendor, Token Vendor, the EtainPower, the Tokens or any of the key personnel of the Token Vendor and/or Token Vendor may materially and adversely affect the market perception or market price of the Tokens, whether or not such publicity is justified.

***There is no assurance of any success of the EtainPower***

The value of, and demand for, the Tokens hinges heavily on the performance of the EtainPower. There is no assurance that the EtainPower will gain traction after its launch and achieve any commercial success.

The EtainPower has not been fully developed, finalised and integrated and is subject to further changes, updates and adjustments prior to its launch. Such changes may result in unexpected and unforeseen effects on its projected appeal to users, and hence impact its success.

While the Token Vendor has made every effort to provide a realistic estimate, there is also no assurance that the cryptocurrencies raised in the Token Sale will be sufficient for the development and integration of the EtainPower. For the foregoing or any other reason, the development and integration of the EtainPower may not be completed and there is no assurance that it will be launched at all. As such, distributed Tokens may hold little worth or value, and this would impact its trading price.

If and when the EtainPower is fully developed, there is no assurance it will be widely adopted or utilised by its target users.

***The trading price of the Tokens may fluctuate following the Token Sale***

The prices of cryptographic tokens in general tend to be relatively volatile, and can fluctuate significantly over short periods of time. The demand for, and corresponding the market price of, the Tokens may fluctuate significantly and rapidly in response to, among others, the following factors, some of which are beyond the control of the Token Vendor and Token Vendor:

- (a) new technical innovations;
- (b) analysts' speculations, recommendations, perceptions or estimates of the Tokens' market price or the financial and business performance of the Token Vendor or Token Vendor;
- (c) changes in market valuations and token prices of entities with operations similar to that of the Token Vendor or Token Vendor that may be made available for sale and purchase on the same cryptocurrency exchanges as the Tokens;
- (d) announcements by the Token Vendor or Token Vendor of significant events, for example partnerships, sponsorships, or new product developments;
- (e) fluctuations in market prices and trading volume of cryptocurrencies on cryptocurrency exchanges;
- (f) additions or departures of key personnel of the Token Vendor or Token Vendor;
- (h) success or failure of the management of the Token Vendor or Token Vendor in implementing business and growth strategies; and
- (i) changes in conditions affecting the blockchain or financial technology industry, the general economic conditions or market sentiments, or other events or factors.

***The digital assets raised in the Token Sale are exposed to risks of theft***

While the Token Vendor will make every effort to ensure that the digital assets received from the Token Sale will be securely held at such address as directed by the Token Vendor (“**Receiving Address**”) through the implementation of security measures, there is no assurance that there will be no theft of the cryptocurrencies as a result of hacks, mining attacks (including but not limited to double-spend attacks, majority mining power attacks and “selfish-mining” attacks), sophisticated cyber-attacks, distributed denials of service or errors, vulnerabilities or defects on such Designated Address(es), Receiving Address, the Ethereum Blockchain, or any other blockchain, or otherwise. Such events may include, for example, flaws in programming or source code leading to exploitation or abuse thereof. In such event, even if the Token Sale is completed, the Token Vendor may not be able to receive the digital assets raised and the Token Vendor and/or Token Vendor may not be able to utilise such digital assets for the development of the EtainPower, and the launch of the EtainPower might be temporarily or permanently curtailed. As such, the issued Tokens may hold little worth or value, and this would impact their trading price. The Tokens are uninsured, unless you specifically obtain private insurance to insure them. In the event of any loss or loss of value, you may have no recourse.

***Blockchains may face congestion and transactions may be delayed or lost***

Most blockchains used for cryptocurrency transactions (e.g. Ethereum and Stellar) are prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the network in an attempt to gain an advantage in purchasing cryptographic tokens. This may result in a situation where block producers may not include the purchaser’s transaction when the purchaser intends to transact, or the purchaser’s transaction may not be included at all.

***The purchaser may be subject to adverse legal and/or tax implications as a result of the acquisition or transfer of the Tokens***

The legal character of cryptocurrency and cryptographic assets remain uncertain. There is a risk that the Tokens may be considered securities in certain jurisdictions, or may be considered to be securities in certain jurisdictions in the future. The Token Vendor does not provide any warranty or guarantee as to how the Tokens will be classified, and each purchaser will bear all consequences of the Tokens being considered securities in their respective jurisdictions, and bear the responsibility of the legality, use and transfer of the Tokens in the relevant jurisdictions.

Further, the tax treatment of the acquisition or disposal of such cryptocurrency or cryptographic assets might depend on whether they are classified as securities, assets, currency or otherwise. As the tax characterisation of the Tokens remains indeterminate, purchasers must seek their own tax advice in connection with the purchase of the Tokens, which may result in adverse tax consequences or tax reporting requirements for the purchaser.

As the Tokens may be traded on third-party cryptocurrency exchanges in the future, purchasers may buy or sell the Tokens on such exchanges. Existing laws on the circulation or transaction of cryptocurrency or cryptographic tokens in certain jurisdictions may prohibit the transaction or sale of the Tokens in such jurisdictions or to residents of such jurisdictions. Purchasers must be aware of the restrictions on the secondary trading or external sale of the Tokens and seek their own legal advice in connection therewith.

## **2. RISKS RELATING TO THE RECEIVING ADDRESS AND WALLETS**

***The Receiving Address may be compromised and the cryptocurrencies may not be able to be disbursed***

The Receiving Address is designed to be secure. However, in the event that the Receiving Address is, for any reason compromised (including but not limited to scenarios of the loss of keys to such Receiving Address), the funds held by the Receiving Address may not be able to be retrieved and disbursed, and may be permanently unrecoverable. In such event, even if the Token Sale is successful, the Token Vendor and Token Vendor will not be able to receive the funds raised and the Token Vendor and/or Token Vendor will not be able to utilise such funds for the development of the EtainPower, and the implementation of the EtainPower might be temporarily or permanently curtailed. As such, distributed Tokens may hold little worth or value, and this would impact their trading price.

***The loss or compromise of information relating to your Ethereum Wallet may affect your access and possession of the Tokens***

Your access to the Tokens in your Ethereum Wallet depends on, among other things, the safeguards to the information to such Ethereum Wallet, including but not limited to the user account information, address, private key, and password. In the event that any of the foregoing is lost or compromised, your access to your Ethereum Wallet may be curtailed and thereby adversely affecting your access and possession to the Tokens, including such Tokens being unrecoverable and permanently lost.

### **3. RISKS RELATING TO TOKEN VENDOR**

***Token Vendor may be materially and adversely affected if it fails to effectively manage its operations as its business develops and evolves, which would have a direct impact on its ability to maintain the EtainPower and consequently the trading price of the Tokens***

The financial technology and cryptocurrency industries and the markets in which Token Vendor operates in have grown rapidly and continue to grow rapidly and evolve in response to new technological advances, changing business models and other factors. As a result of this constantly changing environment, Token Vendor may face operational difficulties in adjusting to the changes, and the sustainability of Token Vendor will depend on its ability to manage its operations, adapt to technological advances and market trends and ensure that it hires qualified and competent employees, and provide proper training for its personnel.

The ability of the senior management team of Token Vendor which is responsible for maintaining the competitive position of the EtainPower is dependent to a large degree on the ability of each member of that team. The loss or diminution in the services of members of respective senior management team or an inability to attract, retain and maintain additional senior management personnel could have a material adverse effect on the EtainPower. Competition for personnel with relevant expertise is intense due to the small number of qualified individuals, and this situation seriously affects the ability to retain its existing senior management and attract additional qualified senior management personnel, which could have a significant adverse impact on the growth and operations of the EtainPower.

As its business evolves, Token Vendor must also expand and adapt its operational infrastructure. Token Vendor's business relies on its blockchain-based software systems, cryptocurrency wallets or other related token storage mechanisms, blockchain technology and smart contract technology, and to manage technical support infrastructure for the EtainPower effectively, Token Vendor will need to continue to upgrade and improve its data systems and other operational systems, procedures and controls. These upgrades and improvements will require a dedication of resources, are likely to be complex and increasingly rely on hosted computer services from third parties that Token Vendor does not control. If Token Vendor is unable to adapt its systems and organisation in a timely, efficient and cost-effective manner to accommodate changing circumstances, its business strategies, results of operations and prospects may be adversely affected. If the third parties whom Token Vendor relies on are subject to a security breach or otherwise suffer disruptions that impact the services Token Vendor utilises, the integrity and availability of its internal information could be compromised, which may consequently cause the loss of confidential or proprietary information, and economic loss.

The loss of financial, labour or other resources, and any other adverse effect on Token Vendor's business strategies, results operations and prospects, would have a direct adverse effect on Token Vendor's ability to maintain the EtainPower. As the EtainPower is the main product to which the Tokens relate, this may adversely impact the trading price of the Tokens.

***There may be weaknesses, vulnerabilities or bugs in the platform, systems and smart contract in connection with the Token Sale or the EtainPower***

Token Vendor will make reasonable efforts to ensure that the platform, systems and smart contracts in connection with the Token Sale or the EtainPower are audited, tested and approved by technical experts. However, as smart contract technology is still in its early stage of development and its application of experimental nature carries significant operation, technological, financial, regulatory and reputational risks, there are inherent risks that such smart contracts could contain weaknesses, vulnerabilities or bugs.

Purchasers of the Tokens should understand and accept that there are no warranties that the Tokens are fit for a particular purpose or do not contain any weaknesses, vulnerabilities or bugs which would cause loss in their worth or value. In the event that any of the aforementioned risks materialises, Token Vendor's business strategies, results of operations and prospects may also be adversely affected.

***Token Vendor may experience system failures, unplanned interruptions in its network or services, hardware or software defects, security breaches or other causes that could adversely affect Token Vendor's infrastructure network, and/or the EtainPower***

Token Vendor is unable to anticipate when there would be occurrences of hacks, cyber-attacks, mining attacks (including but not limited to double-spend attacks, majority mining power attacks and "selfish-mining" attacks), distributed denials of service or errors, vulnerabilities or defects in the EtainPower, the Tokens, the Receiving Address, the Wallet or any technology (including but not limited to smart contract technology) on which Token Vendor, the EtainPower, the Tokens, the Receiving Address, and/or the Ethereum Wallet relies or on the Ethereum Blockchain or any other blockchain. Such events may include, for example, flaws in programming or source code leading to exploitation or abuse thereof. Token Vendor may not be able to detect such hacks, mining attacks (including but not limited to double-spend attacks, majority mining power attacks and "selfish-mining" attacks), cyber-attacks, distributed denials of service errors vulnerabilities or defects in a timely manner, and may not have sufficient resources to efficiently cope with multiple service incidents happening simultaneously or in rapid succession.

Token Vendor's network or services, which would include the EtainPower, could be disrupted by numerous events, including natural disasters, equipment breakdown, network connectivity downtime, power losses, or even intentional disruptions of its services, such as disruptions caused by software viruses or attacks by unauthorised users, some of which are beyond Token Vendor's control. Although Token Vendor will be taking steps against malicious attacks on its appliances or its infrastructure, which are critical for the maintenance of the EtainPower and its other services, there can be no assurance that cyber-attacks, such as distributed denials of service, will not be attempted in the future, and that any of Token Vendor's intended enhanced security measures will be effective. Token Vendor may also be prone to attacks on its infrastructure intended to steal information about its technology, financial data or user information or take other actions that would be damaging to Token Vendor and users of the EtainPower. Any significant breach of Token Vendor's intended security measures or other disruptions resulting in a compromise of the usability, stability and security of Token Vendor's network or services (including the EtainPower) may adversely affect the trading price of the Tokens.

***Token Vendor is dependent in part on the location and data centre facilities of third parties***

Token Vendor's infrastructure network will be in part established through servers that which it owns and houses at the location facilities of third parties, and servers that it rents at data centre facilities of third parties. If Token Vendor is unable to renew its data facility lease on commercially reasonable terms or at all, Token Vendor may be required to transfer its servers to a new data centre facility, and may incur significant costs and possible service interruption in connection with the relocation. These facilities are also vulnerable to damage or interruption from, among others, natural disasters, arson, terrorist attacks, power losses, and telecommunication failures. Additionally, the third party providers of such facilities may suffer a breach of security as a result of third party action, employee error, malfeasance or otherwise, and a third party may obtain unauthorised access to the data in such servers. As techniques used to obtain unauthorised access to, or to sabotage systems change frequently and generally are not recognised until launched against a target, Token Vendor and the providers of such facilities may be unable to anticipate these techniques or to implement adequate preventive measures. Any such security breaches or damages which occur which impact upon Token Vendor's infrastructure network and/or the EtainPower may adversely impact the trading price of the Tokens.

***General global market and economic conditions may have an adverse impact on Token Vendor's operating performance, results of operations and cash flows***

Token Vendor has been and could continue to be affected by general global economic and market conditions. Challenging economic conditions worldwide have from time to time, contributed, and may continue to contribute, to slowdowns in the information technology industry at large. Weakness in the economy could have a negative effect on Token Vendor's business strategies, results of

operations and prospects. Additionally, in a down-cycle economic environment, Token Vendor may experience the negative effects of a slowdown in commerce and usage of the EtainPower. Suppliers on which Token Vendor relies for servers, bandwidth, location and other services could also be negatively impacted by economic conditions that, in turn, could have a negative impact on Token Vendor's operations or expenses. There can be no assurance, therefore, that current economic conditions or worsening economic conditions or a prolonged or recurring recession will not have a significant adverse impact on Token Vendor's business strategies, results of operations and prospects and hence the EtainPower, which would correspondingly impact the trading price of the Tokens.

***The regulatory regime governing blockchain technologies, cryptocurrencies, tokens, and token offerings such as the Token Sale, the EtainPower, and the Tokens is uncertain, and regulations or policies may materially adversely affect the development of the EtainPower and the utility of the Tokens***

Regulation of tokens (including the Tokens) and token offerings such as the Token Sale, cryptocurrencies, blockchain technologies, and cryptocurrency exchanges currently is undeveloped or underdeveloped, and likely to rapidly evolve, varies significantly among international, federal, state and local jurisdictions, and is subject to significant uncertainty. Various legislative and executive bodies in Singapore and other countries may in the future, adopt laws, regulations, guidance, or other actions, which may severely impact the development and growth of the EtainPower and the adoption and utility of the Tokens or the issue, offer, and sale of the Tokens by the Token Vendor. Failure by the Token Vendor, Token Vendor or users of the EtainPower to comply with any laws, rules and regulations, some of which may not exist yet or are subject to interpretation and may be subject to change, could result in a variety of adverse consequences, including civil penalties and fines.

Blockchain networks also face an uncertain regulatory landscape in many foreign jurisdictions such as the European Union, the PRC, South Korea, and Russia. Various foreign jurisdictions may, in the near future, adopt laws, regulations or directives that affect the EtainPower. Such laws, regulations or directives may directly and negatively impact Token Vendor's business. The effect of any future regulatory change is impossible to predict, but such change could be substantial and materially adverse to the development and growth of the EtainPower and the adoption and utility of the Tokens.

New or changing laws and regulations or interpretations of existing laws and regulations may materially and adversely impact the value of the currency in which the Tokens may be sold, the liquidity of the Tokens, the ability to access marketplaces or exchanges on which to trade the Tokens, and the structure, rights and transferability of Tokens.

To the extent that Token Vendor may be required to obtain licences, permits and/or approvals (collectively, the "**Regulatory Approvals**") to carry out its business, including that of the development and operation of the EtainPower but be unable to obtain such Regulatory Approvals or if such Regulatory Approvals are not renewed or revoked for whatever reason by the relevant authorities, the business of the Token Vendor and the development or operation of the EtainPower may be adversely affected.

There is no assurance that more stringent requirements will not be imposed upon the Token Vendor or Token Vendor by the relevant authorities in the future, or that the Token Vendor or Token Vendor will be able to adapt in a timely manner to changing regulatory requirements. These additional or more stringent regulations may restrict the Token Vendor or Token Vendor's ability to operate its business and the Token Vendor or Token Vendor may face actions for non-compliance if it fails to comply with any of such requirements.

Further, should the costs (financial or otherwise) of complying with such newly implemented regulations exceed a certain threshold, developing, operating or maintaining the EtainPower may no longer be commercially viable and Token Vendor may opt to discontinue the EtainPower and/or the Tokens. Further, it is difficult to predict how or whether governments or regulatory authorities may implement any changes to laws and regulations affecting distributed ledger technology and its applications, including the EtainPower and the Tokens. The Token Vendor or Token Vendor may also have to cease operations in a jurisdiction that makes it illegal to operate in such jurisdiction, or make it commercially unviable or undesirable to obtain the necessary Regulatory Approval(s) to operate in

such jurisdiction. In scenarios such as the foregoing, the trading price of the Tokens will be adversely affected or the Tokens may cease to be traded.

***Tokens holders will have no control over the Token Vendor or Token Vendor***

The holders of Tokens are not and will not be entitled, to vote or receive dividends or distributions and are not and will not be treated as the holder of shares in the Token Vendor or Token Vendor for any purpose, nor will anything be construed to confer on the Token holder any of the rights of a member of the Token Vendor or Token Vendor or any right to vote for the election of directors or upon any matter submitted to members 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.

***There may be a lack of information in respect of the Token Vendor, Token Vendor, the Tokens, and/or the EtainPower***

You may not be able to obtain all information you would want regarding the Token Vendor, Token Vendor, the Tokens, or the EtainPower, on a timely basis or at all. It is possible that you may not be aware on a timely basis of material adverse changes that have occurred. Information in relation to the development of Tokens may also be highly technical by nature. As a result of these difficulties, as well as other uncertainties, you may not have accurate or accessible information about the Token Vendor, Token Vendor, the Tokens, and/or the EtainPower.

***There may be risks relating to acts of God, natural disasters, wars, terrorist attacks, riots, civil commotions widespread communicable diseases and other force majeure events beyond the control of Token Vendor and the Token Vendor***

The Token Sale and the performance of Token Vendor's activities may be interrupted, suspended or delayed due to acts of God, natural disasters, wars, terrorist attacks, riots, civil commotions, widespread communicable diseases and other force majeure events beyond the control of Token Vendor. Such events could also lead to uncertainty in the economic outlook of global markets and there is no assurance that such markets will not be affected, or that recovery from the global financial crisis would continue. In such events, Token Vendor's business strategies, results of operations and prospects may be materially and adversely affected. Further, if an outbreak of such infectious or communicable diseases occurs in any of the countries in which Token Vendor, the developers, data providers or data consumers have operations in the future, market sentiment could be adversely affected and this may have a negative impact on the EtainPower and community.

***There may be unanticipated risks arising from the Tokens***

Cryptographic tokens such as the Tokens are a relatively new and dynamic technology. In addition to the risks highlighted herein, there are other risks associated with your purchase of, holding and use of the Tokens, including those that Token Vendor and the Token Vendor cannot anticipate. Such risks may further materialise as unanticipated variations or combinations of the risks discussed hereto.