

## **DML Token Purchase Agreement and Terms of Services**

*Last Updated: April 11th, 2018*

This Decentralized Machine Learning (“DML”) Token Purchase Agreement and Terms of Services (this “Agreement” or “Terms”) contains the terms and conditions that govern your use of the DML distribution smart contract (the “DML Distribution Contract” or “Distribution Contract”); use of the related DML token smart contract (the “DML Token Contract” or “Token Contract”); and purchase of the tokens distributed (the “DML Tokens”, “Tokens” and, collectively, the “Products”) and is an agreement between you or the entity that you represent (“Buyer” or “you”) and Decentralized Machine Learning Pte. Ltd. (“Company”, “we”, “us” or “our”). Buyer and the Company are herein referred to individually as a “Party” and collectively, as the “Parties”.

The Company Products are offered to you conditioned on your acceptance, without your modification, of the Terms; if you do not agree to the Terms, you should not purchase or use the Products. Your use of the Products constitutes your agreement to all such Terms. Please read these Terms carefully, keep a copy of them for your reference, and if you have any questions about these Terms please contact us prior to using the Products or consult your legal advisor.

We may frequently modifying or updating the Products. We reserve the right to make any changes, modify, or add or remove portions of these Terms at any time, in our sole discretion. Nonetheless, we encourage you to check the website ([www.decentralizedml.com](http://www.decentralizedml.com)) (the “Website”) frequently to see the current Terms in effect and any changes that may have been made to them. If we make material changes to these Terms, we will post the revised Terms and the revised effective date on the website. Your continued use of the Products after the date of any such changes become effective constitutes your acceptance of the new Terms. No one at the Company is authorized to modify these Terms with you or otherwise enter into an agreement with you that conflicts with these Terms, except by means of written agreement signed by an authorized agent of the Company, and any other purported modifications or alterations or conflicting terms will be null and void.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you hereby agree as follows:

**IMPORTANT INFORMATION: PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY.**

Buyer acknowledges, understands and agrees to the following:

1. MATTERS RELATING TO DML PROTOCOL AND PLATFORM:

1.1. The Company is developing the DML Protocol as described in the DML White Paper (as it may be amended from time to time) (the “Whitepaper” or “White Paper”);

1.2 at the end of its development stage, the Company will be releasing the DML Protocol that has developed under an open source protocol;

1.3 Company will not be responsible or liable for any launch and implementation of third parties’ softwares, programmes, algorithms, codes or applications (the “application”) that includes but not limited to adopting the open source feature of DML Platform;

1.4 any launch and implementation of applications in the DML Platform may occur by third parties unrelated to the Company;

1.5 third parties launching applications in the DML Platform may delete, modify or supplement the DML Protocol prior to, during or after launching the DML Platform;

1.6 Company will have no control over when, how or whether the application is adopted or implemented, or how, when or whether the DML Protocol and Platform is launched; and

1.7 Company will not be responsible or liable for any damages caused by DML Protocol, DML Platform, and any third parties’ applications launched in DML Platform.

2. BINDING AGREEMENT: Buyer understands and agrees that Buyer is subject to and bound by this Agreement by virtue of Buyer’s purchase of DML Tokens.

3. NO U.S., TAIWAN, SINGAPORE, OR CHINESE (INCLUDING HONG KONG AND MACAU) BUYERS: DML Tokens are not being offered or distributed to U.S. persons (as defined below), Taiwan persons (as defined below), Singapore persons (as defined below) or Chinese (including Hong Kong and Macau) persons (as defined below). If you are citizen, resident of, or a person located or domiciled in, the United

States of America including its states, territories or the District of Columbia or any entity, including, without limitation, any corporation or partnership created or organized in or under the laws of the United States of America, any state or territory thereof or the District of Columbia (a “U.S.person”), or, if you are citizen, resident of, or a person located or domiciled in, or any entity, including, without limitation, any corporation or partnership created or organized in or under the laws of Taiwan (a “Taiwan person”), or, if you are citizen, resident of, or a person located or domiciled in, or any entity, including, without limitation, any corporation or partnership created or organized in or under the laws of Singapore (a “Singapore person”), or, if you are citizen, resident of, or a person located or domiciled in, or any entity, including, without limitation, any corporation or partnership created or organized in or under the laws of the People’s Republic of China, Hong Kong Special Administrative Region or Macau Special Administrative Region (a “Chinese (including Hong Kong and Macau) person”), do not purchase or attempt to purchase DML Tokens.

4. The Company reserves the final rights to reject any buyers from any other jurisdictions at any moment without any reasons and notifications, in the Company’s sole discretion.

5. DML TOKENS HAVE NO RIGHTS, USES OR ATTRIBUTES. The DML Tokens may not have any rights, uses, purpose, attributes, functionalities or features, express or implied, including, without limitation, any uses, purpose, attributes, functionalities or features on the DML Platform. Company does not guarantee and is not representing in any way to Buyer that the DML Tokens have any rights, uses, purpose, attributes, functionalities or features.

6. NO GUARANTEE OF RECEIVING ANY PRODUCTS OR SERVICES. Buyer of DML Token acknowledges, understands and agrees that Buyer should not expect and there is no guarantee or representation made by Company that Buyer will receive any product, service, rights, attributes, functionalities, features or assets of any kind whatsoever, including, without limitation, any cryptographic tokens or digital assets now or in the future whether through receipt, exchange, conversion, redemption or otherwise.

7. NO GUARANTEE OF IMPLEMENTING ACCORDING TO DOCUMENTATIONS. The plans, strategies, concepts and implementation details described in the website, the whitepaper, roadmap, videos or documents of any formats including but not limited to text, diagrams, pictures, audio or video, may be changed, evolved or may never be adopted and implemented. We reserve all rights to develop or pursue additional or

alternative plans, strategies, concepts or implementation details associated with the Decentralized Machine Learning Protocol and Platform.

8. PURCHASE OF DML TOKENS ARE NON-REFUNDABLE AND PURCHASES CANNOT BE CANCELLED. BUYER MAY LOSE ALL AMOUNTS PAID.

9. DML TOKENS MAY HAVE NO VALUE.

10. Company RESERVES THE RIGHT TO REFUSE OR CANCEL DML TOKEN PURCHASE REQUESTS AT ANY TIME IN ITS SOLE DISCRETION.

11. PLEASE READ THE RISKS SET FORTH IN THIS AGREEMENTS CAREFULLY AND IN THEIR ENTIRETY.

## ARTICLE ONE: ACCEPTANCE OF AGREEMENT AND PURCHASE OF DML TOKENS

1. This Agreement shall be effective and binding on the Parties when Buyer: (a) clicks the check box on the official <https://decentralizedml.com/terms-conditions> website, to indicate that Buyer has read, understands and agrees to the terms of this Agreement; and / or, if earlier or latter (b) upon Company's receipt of payment from Buyer. Buyer agrees to be bound on this basis, and confirms that Buyer has read in full and understands this Agreement and the terms on which Buyer is bound.

2. Buyer is responsible to re-read the latest agreement and any associated terms and conditions before the payment transaction for the purchase of DML Tokens. The buyer is bounded by the latest agreement and any associated terms and conditions.

3. Company may amend or add new clauses in the Terms from time to time. Buyer should read, understands and agrees to all the terms.

4. Company has prepared the Whitepaper, which is available at the site, describing matters relating to the DML Protocol. The Whitepaper may be amended from time to time. Buyer has read and understands the latest Whitepaper and its contents.

### 5. DML Tokens

5.1 No Purpose: As mentioned above, the DML Tokens do not have any rights, uses, purpose, attributes, functionalities or features, express or implied. Although DML Tokens may be tradable, they are not an investment, currency, security, commodity, a swap on a currency, security or commodity or any other kind of financial instrument.

5.2 The sale period, duration, pricing, and other provisions may change according to sole discretion of the Company.

5.3 Company's Use of Proceeds may vary. Buyers acknowledges, understands and accepts DML token sale involves known and unknown risks, uncertainties, and other factors that may cause the actual functionality, utility, or levels of use of DML Tokens to be materially different from any projected future results, use, functionality or utility expressed or implied in the agreement.

5.4 Buyer acknowledges, understands and accepts that the proceeds from the sale of the DML Tokens will be utilized by Company in its sole discretion. The use of

proceeds from the sale of the DML Tokens may deviate from the plan or terms that are stated in any documents including but not limited to the website, whitepaper, use of proceeds, terms and conditions etc according to the Company's sole discretion.

## ARTICLE TWO: DML TOKEN DISTRIBUTION

1. DML token are intended to be allocated and distributed in accordance with the material specifications to be set forth in the website that may include but not limited to the Token distribution and allocation. During the DML Distribution Period, the Company will provide specific procedures on how Buyer should purchase DML Tokens through the official Website. By purchasing DML Tokens, Buyer acknowledges and understands and has no objection to such procedures and material specifications. Failure to use the official Website and follow such procedures may result in Buyer not receiving any DML Tokens. Any buyer of DML Tokens may lose some or all of the amounts paid in exchange for DML Tokens, regardless of the purchase date. The access or use of the DML Distribution Contract, access or use of the DML Token Contract and/or the receipt or purchase of DML Token through any other means other than the official Website are not sanctioned or agreed to in any way by the the Company Parties. Buyer should take great care that the website used to purchase DML Tokens. The Company is not responsible or liable for any losses and damages during the purchase of DML Tokens by the buyer.

2. No U.S., Taiwan, Singapore or Chinese (including Hong Kong and Macau) Buyers: The DML Tokens are not being offered to U.S. persons, Taiwan persons, Singapore persons or Chinese (including Hong Kong and Macau) persons. U.S. persons, Taiwan persons, Singapore persons and Chinese (including Hong Kong and Macau) persons are strictly prohibited and restricted from using the DML Distribution Contract, using the DML Token Contract and/or purchasing DML Tokens and Company is not soliciting purchases by U.S. persons, Taiwan persons, Singapore persons or Chinese (including Hong Kong and Macau) persons in any way. If a U.S. person, a Taiwan person, a Singapore person or a Chinese (including Hong Kong and Macau) person uses the DML Distribution Contract, uses the DML Token Contract and/or purchases DML Tokens, such person has done so and entered into this Agreement on an unlawful, unauthorized and fraudulent basis and this Agreement is null and void. Company is not bound by this Agreement if this Agreement has been entered into by a U.S. person, a Taiwan person, a Singapore person or a Chinese (including Hong Kong and Macau) person as Buyer or Buyer has entered into this Agreement or has purchased DML Tokens on behalf of a U.S. person a Taiwan person, a Singapore person or a Chinese (including Hong Kong and Macau) person, and Company may take all necessary and appropriate actions, in its sole discretion, to invalidate this Agreement, including referral of information to the appropriate authorities. Any U.S. person, Taiwan person, Singapore person or Chinese (including Hong Kong and Macau) person who uses the DML Distribution Contract, uses the DML Token Contract

and/or purchases DML Tokens or enters this Agreement on an unlawful, unauthorized or fraudulent basis shall be solely liable for, and shall indemnify, defend and hold harmless the Company and the Company's respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (collectively, the "Company") from any damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses (collectively, the "Damages") incurred by a the Company Party that arises from or is a result of such U.S. person's or Chinese person's unlawful, unauthorized or fraudulent use of the DML Distribution Contract, unauthorized use of the DML Token Contract and/or the receipt or purchase of DML Tokens. The Company reserves the final rights to reject any buyers from any other jurisdictions at any moment without any reasons or notifications, in the Company's sole discretion, of which this clause will be applied.

3. Buyer understands and consents to the participation of the Company's past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors and service providers in the purchase of DML Tokens, including people who may work on the development and implementation of the DML Protocol or who may work for the Company's future businesses which the Company may establish with a portion of the proceeds from the DML Token Distribution. The Company will participate on the same terms as every other buyer of DML Tokens and will be bound by this Agreement.

4. No Representations and Warranties: The DML Tokens will be distributed to buyers thereof pursuant to the DML Distribution Contract and the DML Token Contract. None of the Company parties makes any representations or warranties, express or implied, including, without limitation, any warranties of title or implied warranties of merchantability or fitness for a particular purpose with respect to the DML Distribution Contract, the DML Token Contract or the DML Tokens or their utility, or the ability of anyone to purchase or use the DML Tokens. Without limiting the foregoing, none of the Company parties represent or warrant that the process of purchasing the DML Tokens or receiving the DML Tokens will be uninterrupted or error-free or that the DML Tokens are reliable and error-free. As a result, Buyer acknowledges and understands that Buyer may never receive DML Tokens and may lose the entire amount Buyer paid to Company. Buyer shall provide an accurate digital wallet address to Company for receipt

of any DML Tokens distributed to Buyer pursuant to the DML Distribution Contract and the DML Token Contract.

5. Not an Offering of Securities, Commodities, or Swaps: The sale of DML Tokens and the DML Tokens themselves are not securities, commodities, swaps on either securities or commodities or a financial instrument of any kind. Purchases and sales of DML Tokens are not subject to the protections of any laws governing those types of financial instruments. This Agreement, all other documents referred to in this Agreement including but not limited to the Whitepaper and all other documents in any formats that includes but not limited to text, graphics, diagrams, audio or video as shown in the website, do not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity.

6. Not an Investment: Buyer should not participate in the DML Token Distribution or purchase DML Tokens for investment purposes. DML Tokens are not designed for investment purposes and should not be considered as a type of investment. Buyer acknowledges, understands and agrees that Buyer should not expect and there is no guarantee or representation or warranty by Company that: (a) the DML Protocol and/ or Platform will ever be adopted; (b) the DML Protocol and/ or Platform will be adopted as developed by the Company and not in a different or modified form; (c) a blockchain utilizing or adopting the DML Protocol and/ or will ever be launched; and (d) a blockchain will ever be launched with or without changes to the DML Protocol and/ or Platform and with or without a distribution matching the fixed, non-transferable DML Token balances. Furthermore, DML Tokens will not have any functionality or rights on the DML Platform and holding DML Tokens is not a guarantee, representation or warranty that the holder will be able to use the DML Protocol and/ or Platform, or receive any tokens utilized on the DML Protocol and/ or Platform, even if the DML Platform is launched and the DML Protocol is adopted, of which there is no guarantee, representation or warranty made by Company.

7. Not for Speculation: Buyer acknowledges and agrees that Buyer is not purchasing DML Tokens for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or other financial purposes.

### **ARTICLE THREE: NO OTHER RIGHTS CREATED**

1. No Claim, Loan or Ownership Interest: The purchase of DML Tokens: (a) does not provide Buyer with rights of any form with respect to the Company or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights; (b) is not a loan to Company; and (c) does not provide Buyer with any ownership or other interest in Company.

2. Intellectual Property: Company retains all right, title and interest in all of Company's intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. Buyer may not use any of Company's intellectual property for any reason without Company's prior written consent.

## ARTICLE FOUR: SECURITY AND DATA; TAXES

### 1. Security and Data Privacy:

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

1.2 Upon Company's request, Buyer will immediately provide to Company information and documents that Company, in its sole discretion, deems necessary or appropriate to comply with any laws, regulations, rules or agreements, including without limitation judicial process. Such documents include, but are not limited to, passport, driver's license, utility bills, photographs of associated individuals, government identification cards, or sworn statements. Buyer consents to Company disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements. Buyer acknowledges that Company may refuse to distribute DML Tokens to Buyer until such requested information is provided.

2. Taxes. Buyer acknowledges, understands and agrees that: (a) the purchase and receipt of DML Tokens may have tax consequences for Buyer; (b) Buyer is solely responsible for Buyer's compliance with Buyer's tax obligations; and (c) Company bears no liability or responsibility with respect to any tax consequences to Buyer.

## ARTICLE FIVE: REPRESENTATIONS AND WARRANTIES OF BUYER

By buying DML Tokens, Buyer represents and warrants to each of the Parties of the Company and/ or the Company that:

1. Not a U.S. Person, Taiwan Person, Singapore Person or Chinese (including Hong Kong and Macau) Person: Buyer is not a U.S. person, a Taiwan person, a Singapore person or a Chinese (including Hong Kong and Macau) person. The Company reserves the final rights to reject any buyers from any other jurisdictions at any moment without any reasons or notifications, in the Company's sole discretion.

2. Authority: Buyer has all requisite power and authority to execute and deliver this Agreement, to use the DML Distribution Contract and the DML Smart Contract, purchase DML Tokens, and to carry out and perform its obligations under this Agreement.

2.1 If an individual, Buyer is at least 18 years old and of sufficient legal age and capacity to purchase DML Tokens.

2.2 If a legal person, Buyer is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business.

3. No Conflict: The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice: (a) any provision of Buyer's organizational documents, if applicable; (b) any provision of any judgment, decree or order to which Buyer is a party, by which it is bound, or to which any of its material assets are subject; (c) any material agreement, obligation, duty or commitment to which Buyer is a party or by which it is bound; or (d) any laws, regulations or rules applicable to Buyer.

4. No Consents or Approvals: The execution and delivery of, and performance under, this Agreement require no approval or other action from any governmental authority or person other than Buyer.

5. Buyer Status: Buyer is not subject to any of the disqualifying events (a "Buyer Event"), and there is no proceeding or investigation pending or, to the knowledge of

Buyer, threatened by any governmental authority, that would reasonably be expected to become the basis for a Buyer Event.

6. Buyer Sufficient Knowledge and Risks of Project: Buyer has sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, artificial intelligence and machine learning technologies, to be able to evaluate the risks and merits of Buyer's purchase of DML Tokens, including but not limited, to the matters set forth in this Agreement, and is able to bear the risks thereof, including loss of all amounts paid, loss of DML Tokens, and liability to the Parties of the Company and/ or the Company and others for its acts and omissions, including with limitation those constituting breach of this Agreement, negligence, fraud or willful misconduct. Buyer has obtained sufficient information in order to make an informed decision to purchase DML Tokens.

7. Funds; Payments:

7.1 Funds: The funds, including any fiat, virtual currency or cryptocurrency, Buyer uses to purchase DML Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Buyer will not use the DML Tokens to finance, engage in, or otherwise support any unlawful activities.

7.2 Payments: All payments by Buyer under this Agreement will be made only in Buyer's name, from a digital wallet or bank account not located in a country or territory that has been designated as a "non-cooperative country or territory", and is not a "foreign shell bank".

8. Miscellaneous Regulatory Compliance:

8.1 Anti-Money Laundering; Counter-Terrorism Financing: To the extent required by applicable law, Buyer complies with all anti-money laundering and counter- terrorism financing requirements.

8.2 Sanctions Compliance: Neither Buyer, nor any person having a direct or indirect beneficial interest in Buyer or DML Tokens being acquired by Buyer, or any person for whom Buyer is acting as agent or nominee in connection with DML Tokens, is the subject of sanctions administered or enforced by any country or government

(collectively, "Sanctions") or is organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions.

## **ARTICLE SIX: DISCLAIMERS**

1. Buyer expressly acknowledges, understands and agrees that Buyer is using the DML Distribution Contract, the DML Token Contract and purchasing DML Tokens at the Buyer's sole risk and that the DML Distribution Contract, the DML Token Contract and DML Tokens are each provided, used and acquired on an "AS IS" and on an "AS AVAILABLE" basis without representations, warranties, promises or guarantees whatsoever of any kind by Company and Buyer shall rely on its own examination and investigation thereof.

2. No Representation or Warranty: (A) Company DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; AND (B) WITH RESPECT TO THE DML DISTRIBUTION CONTRACT, THE DML TOKEN CONTRACT AND THE DML TOKENS, Company SPECIFICALLY DOES NOT REPRESENT AND WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NON- INFRINGEMENT, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

## ARTICLE SEVEN: RISKS

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

1. No Rights, Functionality or Features: DML Tokens have no rights, uses, purpose, attributes, functionalities or features, express or implied. DML Tokens do not entitle holders to participate on the DML Protocol and/ or Platform, even if the DML Platform is launched and the DML Protocol development is finished and the DML Protocol and/ or Platform is adopted and implemented.
2. DML Protocol and Platform: Buyer should understand that DML Tokens may not entitle Buyer to anything with respect to the DML Protocol and Platform.
3. Purchase Price Risk: There are no guarantees as to the price of DML Tokens purchased by Buyer and no guarantees that the price per DML Token determined by the market will be equal to or higher in the periods of the DML Distribution Period. There is the possibility that the price per DML Token in subsequent periods of the DML Distribution Period falls below the price paid by initial buyers of DML Tokens during the DML Distribution Period. The Company reserves the right to change the duration of the DML Distribution Period for any reason, including, without limitation, bugs in the DML Distribution Contract or the DML Token Contract or the unavailability of the Website or other unforeseen procedural issues.
4. Blockchain Delay Risk: On the Ethereum blockchain, timing of block production is determined by proof of work so block production can occur at random times. For example, ETH contributed to the DML Smart Contract in the final seconds of a distribution period may not get included for that period. Buyer acknowledges and understands that the Ethereum blockchain may not include the Buyer's transaction at the time Buyer expects and Buyer may not receive DML Tokens the same day Buyer sends ETH.
5. Ethereum Blockchain: The Ethereum blockchain is prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the Ethereum network in an attempt to gain an advantage in purchasing cryptographic tokens. Buyer acknowledges and understands that Ethereum block

producers may not include Buyer's transaction when Buyer wants or Buyer's transaction may not be included at all.

6. Ability to Transact or Resell: Buyer may be unable to sell or otherwise transact in DML Tokens at any time, or for the price Buyer paid. By using the DML Distribution Contract or the DML Token Contract or by purchasing DML Tokens, Buyer acknowledges, understands and agrees that: (a) DML Tokens may have no value; (b) there is no guarantee or representation of liquidity for the DML Tokens; and (c) the Parties of the Company or the Company are not and shall not be responsible for or liable for the market value of DML Tokens, the transferability and/or liquidity of DML Tokens and/or the availability of any market for DML Tokens through third parties or otherwise.

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

8. Access to Private Keys: DML Tokens purchased by Buyer may be held by Buyer in Buyer's digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with Buyer's digital wallet or vault storing DML Tokens will result in loss of such DML Tokens, access to Buyer's DML Token balance and/or any initial balances in blockchains created by third parties. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service Buyer uses, may be able to misappropriate Buyer's DML Tokens. Company is not responsible for any such losses.

9. DML Tokens May Become Non-Transferable: Buyer acknowledges and understands that DML Tokens may become non-transferrable. Buyer may no longer be able to map a public key to Buyer's account and Buyer may not be able to transfer DML

Tokens on the Ethereum blockchain. Some cryptocurrency exchanges may on their own accord enable DML Tokens to continue trading, but the exchanges may be unable to accept new deposits or authorize withdrawals of DML Tokens.

10. New Technology: The DML Protocol and the DML Platform and all of the matters set forth in the whitepaper, roadmap, website, and any other documents of any formats including but not limited to text, graphics, diagrams, audio or video, are new and untested. The DML Protocol and Platform might not be capable of completion, implementation or adoption. It is possible that DML Protocol and Platform will be ever be launched and there may never be an operational DML Protocol or Platform. Buyer should not rely on the DML Protocol and Platform and/ or the ability associated with the DML Protocol and Platform in the future. Even if the Protocol is completed, implemented and adopted, it might not adopted within the stated timeframe as set forth in the whitepaper, roadmap or any documents of any formats in the website, and any function as intended, and any features, technologies or associated applications set forth in in the whitepaper, roadmap, website, and any other documents of any formats including but not limited to text, graphics, diagrams, audio or video, may not have functionality that is desirable or valuable. Also, technology is changing rapidly, so the DML Tokens, the technology adopted and launched in DML Protocol and Platform may become outdated.

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

12. Failure to Map a Public Key to Buyer's Account: Failure of Buyer to map a public key to Buyer's account may result in third parties being unable to recognize Buyer's DML Token balance on the Ethereum blockchain of which Company makes no representation or guarantee.

13. Exchange & Counterparty Risks: If Buyer sends ETH to the DML Token Contract from an exchange or an account that Buyer does not control, pursuant to the DML Token Contract, DML Tokens will be allocated to the account that has sent ETH; therefore, Buyer may never receive or be able to recover Buyer's DML Tokens. Furthermore, if Buyer chooses to maintain or hold DML Tokens through a cryptocurrency exchange or other third party, Buyer's DML Tokens may be stolen or lost. By using the DML Distribution Contract, using the DML Token Contract and/or by

purchasing DML Tokens, Buyer acknowledges and agrees that Buyer sends ETH to the DML Token Contract through an exchange account and/or holds DML Tokens on a cryptocurrency exchange or with another third party at Buyer's own and sole risk.

14. Changes to the DML Protocol and Platform: The DML Protocol is still under development and may undergo significant changes over time. Although Company intends for the DML Protocol and Platform to have the features and specifications set forth in the White Paper, website, videos or any other documents of any formats, the Company may make changes to such features and specifications at any time for any number of reasons without any prior notification, and any party that adopts the DML Protocol and Platform also may make changes, any of which may mean that the DML Protocol and Platform does not meet Buyer's expectations.

15. Risk of Alternative Blockchains based on DML Protocol: The DML Protocol may not be licensed under an open source license; however, it is possible somebody will not respect the DML Protocol copyright or will modify the DML Protocol after it has been released. Therefore, it is possible for someone to utilize the DML Protocol to build and launch other blockchain protocols other than the one intended for the DML Tokens pursuant to the DML Protocol.

16. Project Completion and Abandonment: The development of the DML Protocol and Platform may be abandoned for a number of reasons, including, but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.

17. Lack of Interest: Even if the DML Protocol is finished and adopted and the DML Platform is launched, the ongoing success of the DML Protocol and Platform relies on the interest and participation of third parties such as data owners and developers. There can be no assurance or guarantee that there will be sufficient interest or participation in the DML Protocol and Platform.

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

require registration. Company may cease the distribution of DML Tokens, the development of the DML Protocol or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

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

## **ARTICLE EIGHT: LIMITATION OF LIABILITY; INDEMNIFICATION**

1. Limitation of Liability: To the fullest extent permitted by applicable law, Buyer disclaims any right or cause of action against the parties of the Company or the Company of any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part of any parties of the Company or the Company. Each of the Parties of the Company shall not be liable to Buyer for any type of Damages, even if and notwithstanding the extent a Party of the Company has been advised of the possibility of such Damages. Buyer agrees not to seek any refund, compensation or reimbursement from a Party of the Company, regardless of the reason, and regardless of whether the reason is identified in this Agreement.

2. Damages: In no circumstances will the aggregate joint liability of the Parties of the Company, whether in contract, warrant, tort or other theory, for Damages to Buyer under this Agreement exceed the amount received by Company from Buyer.

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

4. Release: To the fullest extent permitted by applicable law, Buyer releases the Parties of the Company and the Company from responsibility, liability, claims, demands, and/or Damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between Buyer and the acts or omissions of third parties.

5. Indemnification:

5.1 To the fullest extent permitted by applicable law, Buyer will indemnify, defend and hold harmless and reimburse the Parties of the Company and the Company from and against any and all actions, proceedings, claims, Damages, demands and actions (including without limitation fees and expenses of counsel), incurred by a Party of the Company arising from or relating to: (i) Buyer's purchase or use of DML Tokens; (ii) Buyer's responsibilities or obligations under this Agreement; (iii) Buyer's breach of or

violation of this Agreement; (iv) any inaccuracy in any representation or warranty of Buyer; (v) Buyer's violation of any rights of any other person or entity; and/or (vi) any act or omission of Buyer that is negligent, unlawful or constitutes willful misconduct.

5.2 Company reserves the right to exercise sole control over the defense, at Buyer's expense, of any claim subject to indemnification under this Article 8 Section 5. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Buyer and Company.

## ARTICLE NINE: DISPUTE RESOLUTION

1. Informal Dispute Resolution: Buyer and Company shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a "Dispute"). If the Parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all Parties, such Dispute shall be finally settled by Binding Arbitration as defined in Article 9 Section 2 below.

2. Binding Arbitration: Any Dispute not resolved within 90 days as set forth in Article 9 Section 1 shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) rules in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the Parties. The number of arbitrators shall be one who shall be selected by Company. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English. The governing law of the Agreement shall be as set forth in Article 10 Section 1 herein. The arbitration award shall be final and binding on the Parties ("Binding Arbitration"). The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets. Company and Buyer will each pay their respective attorneys' fees and expenses. Notwithstanding the foregoing, Company reserves the right, in its sole and exclusive discretion, to assume responsibility for any or all of the costs of the arbitration.

3. No Class Arbitrations, Class Actions or Representative Actions: Any dispute arising out of or related to this Agreement is personal to Buyer and Company and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a dispute as a representative of another individual or group of individuals. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

## ARTICLE TEN: MISCELLANEOUS

1. Governing Law and Venue: This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the Cayman Islands, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.
2. Assignment: Buyer shall not assign this Agreement without the prior written consent of the Company. Any assignment or transfer in violation of this Article 10 Section 2 will be void. Company may assign this Agreement to an affiliate. Subject to the foregoing, this Agreement, and the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.
3. Entire Agreement: This Agreement, including the exhibits attached hereto and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by the Company about the DML Tokens, the DML Protocol and the DML Platform.
4. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the provision shall be modified to make it valid and, to the extent possible, effectuate the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.
5. Modification of Agreement: Company may modify this Agreement at any time by posting a revised version on the Website. The modified terms will become effective upon posting. It is Buyer's responsibility to check the Website regularly for modifications to this Agreement. This Agreement was last modified on the date listed at the beginning of this Agreement.
6. Termination of Agreement; Survival: This Agreement will terminate upon the completion of all sales in the DML Token Distribution. Company reserves the right to terminate this Agreement, in its sole discretion, in the event that Buyer breaches this

Agreement. Upon termination of this Agreement: (a) all of Buyer's rights under this Agreement immediately terminate; (b) Buyer is not entitled to a refund of any amount paid; and (c) Articles 3, 4, 6, 7, 8, 9, and 10 will continue to apply in accordance with their terms.

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

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

9. Electronic Communications: Buyer agrees and acknowledges that all agreements, notices, disclosures and other communications that Company provides Buyer pursuant to this Agreement or in connection with or related to Buyer's purchase of DML Tokens, including this Agreement, may be provided by Company, in its sole discretion, to Buyer, in electronic form.