

\$\$SAFLE TOKEN - TERMS AND CONDITIONS OF TOKEN SALE AND USAGE

PLEASE READ THESE TERMS OF TOKEN SALE AND USAGE CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS (AS DEFINED HEREIN), DO NOT PURCHASE (WHETHER THROUGH AN INTERMEDIARY OR OTHERWISE) OR CONTINUE TO HOLD OR USE \$\$SAFLE (AS DEFINED BELOW). THESE TERMS DO NOT CONSTITUTE A PROSPECTUS OR OFFERING DOCUMENT, AND ARE NOT AN OFFER TO SELL, NOR THE SOLICITATION OF AN OFFER TO BUY ANY INVESTMENT OR FINANCIAL INSTRUMENT IN ANY JURISDICTION.

BY MAKING A CONTRIBUTION TO THE SELLER (AS DEFINED BELOW) OR ANY INTERMEDIARY FOR THE PURCHASE OF \$\$SAFLE, OR BY CONTINUING TO HOLD OR USE \$\$SAFLE WHICH YOU MAY HAVE OBTAINED BY ANY OTHER MEANS, YOU WILL BE BOUND BY THESE TERMS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. BY ACCEPTING THESE TERMS, YOU WILL BE ENTERING INTO A BINDING AGREEMENT WITH THE SELLER, WHICH TERMS CONTAIN PROVISIONS WHICH AFFECT YOUR LEGAL RIGHTS. THE PURCHASE, HOLDING AND USAGE OF DIGITAL TOKENS IS SUBJECT TO A NUMBER OF RISKS (INCLUDING FINANCIAL RISK), SOME OF WHICH THE SELLER HAS SET OUT IN THESE TERMS. IF YOU ARE IN ANY DOUBT AS TO THE SUITABILITY OR OTHERWISE OF PURCHASING, HOLDING OR USAGE OF THE DIGITAL TOKENS REFERRED TO IN THESE TERMS, YOU SHOULD SEEK APPROPRIATE PROFESSIONAL ADVICE.

NOTHING IN THESE TERMS CONSTITUTES LEGAL, FINANCIAL, BUSINESS OR TAX ADVICE AND YOU SHOULD CONSULT YOUR OWN LEGAL, FINANCIAL, TAX OR OTHER PROFESSIONAL ADVISER BEFORE ENGAGING IN ANY ACTIVITY IN CONNECTION HEREWITH.

Your purchase, whether through an intermediary or otherwise, of \$\$SAFLE tokens (**\$\$SAFLE**) from Dulwich Ventures Limited, a company incorporated or to be incorporated in the British Virgin Islands (the **Seller**, or **us**), as well as continued holding and/or usage of \$\$SAFLE is subject to these Terms and Conditions (the **Terms**). Each of you and the Seller is a "Party," and together the "Parties." Please read the below terms and conditions carefully before registering, accessing, browsing, downloading and/or using the website at <https://getsafle.com/> (the **Website**). By accessing or using the Website, purchasing \$\$SAFLE (whether through an intermediary or otherwise), or continuing to hold or use \$\$SAFLE, you agree to be bound by these Terms (and all terms incorporated by reference).

Before agreeing to the Terms, you must read this document in full. If at any time you do not agree to these terms and conditions or do not wish to be bound by these terms and conditions, you may not access or use the Website, and shall not be entitled to purchase \$\$SAFLE (whether through an intermediary or otherwise) or continue to hold or use \$\$SAFLE. The Seller shall be under no obligation to maintain a copy of these Terms on the Website after the sale of \$\$SAFLE, and you are advised to print or download and keep a copy of these Terms for your future reference (if required).

1. PURPOSE AND USAGE OF TOKENS

\$\$SAFLE is a cryptographic utility token. The purpose of \$\$SAFLE is to facilitate the participation in the "SAFLE" platform (the **Safle ecosystem**) which, when fully developed, is envisaged to be a set of tools build around a decentralised non-custodial blockchain identity wallet that enables secure private key management and seamless experience for dApps, DeFi and NFTs. SafleID is a composite blockchain identity wallet that allows users to store their information in a distributed and trustless manner and offers users complete power and ownership over their new digital identity. SafleID comes with a unique handle name for the master account to store and manage more than 700+ digital assets like cryptocurrencies, NFTs and other important digital documents

using the InterPlanetary File System (IPFS), while managing user's keys on the mobile, web browser or on the safe cloud vault. The Safle ecosystem is not, and will in no case be, an enterprise, corporation, partnership or other entity or body corporate established under the laws of any jurisdiction, but a computerised software algorithm based on which a public transaction ledger for transactions thereon may be generated.

\$\$SAFLE is designed to be the only mechanism by which a user may obtain access to certain products and services on the Safle ecosystem (when the same is completed and deployed). It is not intended to be a medium of exchange accepted by the public, or a section of the public, as payment for goods or services or for the discharge of a debt. For each exchange of services or products on the Safle ecosystem, the costs are to be quantified in \$\$SAFLE and paid to the Safle ecosystem and/or the other party providing the service. The goal of introducing \$\$SAFLE is to provide a convenient and secure mode of payment and settlement between participants who interact within the Safle ecosystem. Further, \$\$SAFLE is to be paid to users as incentives for contributions to and/or maintenance of the Safle ecosystem. Given that additional \$\$SAFLE will be awarded to a user based only on its actual usage, activity and contribution to the Safle ecosystem, users and/or holders of \$\$SAFLE which did not actively participate in the Safle ecosystem will not receive any \$\$SAFLE incentives.

The precise scope of the Safle ecosystem will be developed further and will be announced once finalised. The following features are planned for \$\$SAFLE: (a) Custom Domain Mapping to SafleID to be resolved under DNS would require the user to pay a transaction fee in \$\$SAFLE to map each unique domain to the SafleID; (b) Custom ENS mapping to SafleID to be done by paying a transaction fee in \$\$SAFLE to include ENS discoverability; (c) the auctioning of SafleID requires 3% of the transaction value to be deposited back into the community reserve, which will be allocated towards ecosystem development and maintenance; (d) users may Port SafleID to another blockchain where SafleID contracts are compatible like Polygon, BSC and others etc for a transaction fee in \$\$SAFLE; (e) crypto Card to avail borrowing limit in stable coins against a user's assets already in the SafleID wallets can be used to transact at merchants with a pay per use fee in \$\$SAFLE paid with interest offered by these third party lending protocols; (f) private transactions to enable tumbler based mixing transactions using available protocols which users need to pay the transaction fees in \$\$SAFLE; (g) Proxy Transactions to enable Multisig Wallets and Child Wallets for smart devices and future use cases will require \$\$SAFLE to be staked to grant access to exclusive pro account features; (h) as the platform currency, \$\$SAFLE will be paid for various infrastructure fees, such as Web3 services, blockchain Data APIs, DApp Analytics, Keyless and SafleID SDKs, or gasless transactions; (i) the Safle ecosystem itself is simply a blockchain protocol which does not own or run any computing servers or API, so third-party computing resources are required for processing transactions on the Safle ecosystem. Providers of these services / resources would require payment for the consumption of these resources (i.e. "mining" on the Safle ecosystem) to maintain network integrity, and \$\$SAFLE will be used as the native currency to quantify and pay the costs of the consumed computing resources; (j) for the Safle ecosystem to function properly, users would need to be incentivised to play the role of liquidity providers and stake their digital assets into the decentralised market making pools to facilitate liquidity for swaps at lesser slippage. As compensation for opportunity costs, these liquidity providers which help to promote adoption of the Safle ecosystem by staking or including assets to liquidity pools in exchange for LP tokens would be rewarded with \$\$SAFLE tokens (i.e. "mining" on the Safle ecosystem), according to each user's relative contribution after various adjustment and correction parameters; (k) so as to promote decentralised community

governance for the network, \$SAFLE would allow holders to propose and vote on governance proposals to determine features and/or parameters of the Safle ecosystem as well as protocol improvements, with voting weight calculated in proportion to the tokens staked. For the avoidance of doubt, the right to vote is restricted solely to voting on features of the Safle ecosystem; the right to vote does not entitle \$SAFLE holders to vote on the operation and management of the Seller, its affiliates, or their assets or the disposition of such assets to token holders, and does not constitute any equity interest in any of these entities. This arrangement is not intended to be any form of joint venture or partnership; (I) it is the community members which would drive development of the Safle ecosystem, so \$SAFLE token incentives would need to be distributed to compensate them for their time, expertise and effort. Only users which have participated in submission of proposals, commenting, reviewing and/or voting will be entitled to receive \$SAFLE token governance rewards. For the avoidance of doubt, the community does not have legal control over any matters relating to the Seller (or any of its affiliates) or any of its assets, or any of its affiliated companies (including without limitation the selection of governing board of the relevant company, over corporate matters, development direction, specific projects, or deployment of that company's assets, which shall be the final responsibility of the governing board of the relevant company).

Immediately after the token sale phase, \$SAFLE would have limited functionality. As development of the Safle ecosystem progresses further, the various features of \$SAFLE would be implemented incrementally and become available over time.

\$SAFLE is an integral and indispensable part of the Safle ecosystem because in the absence of \$SAFLE, there would be no common unit of exchange for goods and services or economic incentive to motivate users to contribute, thus rendering the ecosystem on the Safle ecosystem unsustainable. The ownership of \$SAFLE carries no rights, express or implied, in the Seller, its related entities or its affiliates (each, a **Group Entity**) other than the right to use \$SAFLE as a means to enable usage of and interaction with the Safle ecosystem, upon the successful development and deployment of the Safle ecosystem. \$SAFLE is sold as a usable virtual good, and does not have any functionality or utility outside the ecosystem on the Safle ecosystem – accordingly it is not necessarily merchantable and does not necessarily have any other use or value. The ecosystem on the Safle ecosystem is structured as a "closed system" insofar as the usage of \$SAFLE is concerned. Further, \$SAFLE is not a consumer product and to the maximum extent permitted by law, its holders accept explicitly and agree that they are not covered by the consumer protection regulation of any jurisdiction.

You understand and accept that \$SAFLE:

- a. may only be utilised on the Safle ecosystem, is non-refundable and cannot be exchanged for cash (or its equivalent value in any other virtual currency) or any payment obligation by any Group Entity;
- b. does not represent or confer on you any ownership right, shareholding, participation, right, title, or interest of any form with respect to any Group Entity or any other company, enterprise or undertaking, or any of their revenues or assets, including without limitation any right to receive future revenue, dividends, shares, ownership right or stake, share or security, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), right to receive accounts, financial statements or other financial data,

the right to requisition or participate in shareholder meetings, the right to nominate a director or other financial or legal rights or equivalent rights, or intellectual property rights or any other form of participation in or relating to the Safle ecosystem, any Group Entity and/or any service provider of any Group Entity;

- c. is not intended to be a representation of currency or money (whether fiat or virtual or any form of electronic money), security, commodity, bond, debt instrument, unit in a collective investment scheme or any other kind of financial instrument or investment;
- d. is not intended to represent any 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;
- e. is not a loan to any Group Entity and is not intended to represent a debt owed by any Group Entity, and there shall be no expectation of profit or interest income arising in connection therewith;
- f. does not provide you with any ownership or other interest in any Group Entity;
- g. is not any form of financial derivative;
- h. is not any form of commercial paper or negotiable instrument;
- i. will not entitle token holders to any promise of fees, dividends, revenue, profits or investment returns, nor should there be any such expectation;
- j. is not any note, debenture, warrant or other certificate that entitles the holder to any interest, dividend or any kind of return from any Group Entity or any person;
- k. is not any commodity or asset that any person is obliged to redeem or purchase;
- l. is not for speculative investment;
- m. is not intended to constitute securities in Singapore or any relevant jurisdiction;
- n. does not result in any mutual covenants, or agreement to rights and obligations, being entered into between you and other holders of \$SAFLE *inter se*; and
- o. is subject to limitations and conditions in these Terms and all applicable policies as may be published from time to time on the Safle ecosystem.

\$SAFLE does not have any tangible or physical manifestation, and does not have any intrinsic value (nor does any Group Entity or any other person make any representation or give any commitment as to its value).

You acknowledge and agree that no Group Entity is under any obligation to issue replacement \$SAFLE in the event any \$SAFLE or private key is lost, stolen, malfunctioning, destroyed or otherwise inaccessible or unusable for any reason.

IN PARTICULAR, PLEASE NOTE THAT THE SELLER IS IN THE PROCESS OF UNDERTAKING LEGAL AND REGULATORY ANALYSIS OF THE FUNCTIONALITY OF \$SAFLE. FOLLOWING THE CONCLUSION OF THIS ANALYSIS, THERE MAY BE CHANGES TO THE INTENDED FUNCTIONALITY OF \$SAFLE IN ORDER TO ENSURE COMPLIANCE WITH ANY LEGAL OR REGULATORY REQUIREMENTS TO WHICH THE SELLER OR \$SAFLE IS SUBJECT. IN THE EVENT OF ANY CHANGES TO THE INTENDED FUNCTIONALITY OF \$SAFLE, THE DETAILS OF THE CHANGES SHALL BE PUBLISHED ON THE WEBSITE. IT IS YOUR RESPONSIBILITY TO REGULARLY CHECK THE WEBSITE FOR ANY SUCH NOTICES.

2. SCOPE OF TERMS

Unless otherwise stated herein, your purchase of \$SAFLE (whether through an intermediary or otherwise), and continued holding and/or usage of \$SAFLE is governed solely by these Terms. New terms or policies may be published from time to time on the Safle ecosystem at our sole discretion.

The sale of \$SAFLE does not constitute the provision of any goods and/or services as at the date that these Terms form a binding agreement between the Parties.

The Seller shall procure the development of the Safle ecosystem in accordance with the roadmap as described in the Whitepaper, and shall procure that the Safle ecosystem remains operational for a period of at least 3 years from the date hereof.

Any potential future usage of \$SAFLE in connection with providing or receiving services or the usage of the Safle ecosystem (when the same is completed and deployed) will be governed primarily by other applicable terms and policies (collectively, the **Service Terms and Policies**), which will be made available on the Safle ecosystem and/or Website, if the services and the Safle ecosystem is successfully completed and deployed. The Seller may update these Terms or the Service Terms and Policies in our sole and absolute discretion. It shall be your responsibility to regularly check the Safle ecosystem / Website for any such notices.

To the extent of any conflict with these Terms, the updated Terms and the Service Terms and Policies which may be published from time to time on the Safle ecosystem shall prevail with respect to any issues relating to the usage of \$SAFLE in connection with the Safle ecosystem.

The Seller reserves the right to require you to provide us with your personal details (including without limitation full legal name, address and details of the digital wallet from which you have sent the payment), and it is your responsibility to provide correct details. Failure to provide this information will prevent us from transferring \$SAFLE to your digital wallet.

3. CANCELLATION AND REFUSAL AT SELLER'S DISCRETION

Your purchase of \$SAFLE (whether through an intermediary or otherwise) from the Seller is final; there are no refunds or cancellations except as may be required by applicable law or regulation and you waive any rights to be refunded any amounts which you have paid to the Seller in exchange for \$SAFLE or to cancel any purchase.

Notwithstanding the foregoing, the Seller reserves the right to refuse or cancel any request(s) to purchase or purchases of \$SAFLE (as the case may be), at any time in its sole discretion without giving reasons, including without limitation the following:

- a. in connection with any failure to complete know-your-customer, anti-money laundering and counter terrorist financing checks prescribed by the Seller;
- b. in connection with a change of business or development plan of the Seller; or
- c. in connection with an adverse change of the regulatory environment.

For the avoidance of doubt, the Seller shall not be required to notify you of the outcome of any of our customer identification, due diligence and/or anti-money laundering due diligence checks, or in any case provide reasons for unsatisfactory results of checks. In the event that the Seller refuses or cancels any request(s) to purchase \$SAFLE, the price paid by you shall be rejected or refunded (as applicable) in accordance with the Seller's internal policies and procedures, less (i) amounts required to be confiscated by applicable laws, (ii) fees and expenses incurred in connection with the marketing and/or development of the Safle ecosystem, (iii) blockchain network fees and the Seller's administrative fees for processing such transfer (not exceeding 5% of the refund amount), and (iv) the same proportion of purchased \$SAFLE already delivered to you. The Seller reserves the right to require you to provide the Seller with your personal details (including without limitation correct name, address and details of the digital wallet from which you have sent the payment), and it is your responsibility to provide correct details. Failure to provide this information will prevent the Seller from allocating the token to your digital wallet. No interest will accrue on the value of any refund.

At any time during the sale of \$SAFLE, the Seller may either temporarily suspend or permanently abort the token sale (whether relating to the private sale or public sale phase, or both) at its sole discretion without providing any reasons whatsoever. During any period of suspension or in the event that the token sale is aborted (whether relating to the private sale or public sale phase, or both), \$SAFLE will not be available for purchase.

4. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

You acknowledge and agree that there are numerous risks associated with purchasing \$SAFLE, holding \$SAFLE, and using \$SAFLE for participation in the Safle ecosystem. If you have any queries or require any clarification regarding these risks, please contact us at legal@dulwichventures.com.

YOU CLEARLY UNDERSTAND THAT BLOCKCHAIN AND VIRTUAL CURRENCIES / TOKENS, INCLUDING WITHOUT LIMITATION BTC, ETH, USDT OR USDC ARE NEW AND UNVERIFIED TECHNOLOGIES THAT ARE BEYOND CONTROL OF ANY GROUP ENTITY. IN PARTICULAR, AND IN ADDITION TO TERMS OF THIS DOCUMENT, YOU BEAR FULL RESPONSIBILITY FOR ANY RISKS DESIGNATED IN THE PROPOSED DOCUMENTATION. BY PURCHASING (WHETHER THROUGH AN INTERMEDIARY OR OTHERWISE), HOLDING AND/OR USING \$SAFLE, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THE FOLLOWING RISKS:

a. Risk of changes in functionality

\$\$SAFLE does not have any rights, uses, purpose, attributes, functionalities or features, express or implied, except for those which are specifically described in the White Paper and which may change from time to time.

b. \$\$SAFLE is non-refundable

The Seller is not obliged to provide \$\$SAFLE holders with a refund related to \$\$SAFLE for any reason, and \$\$SAFLE holders acknowledge and agree that they will not receive money or other compensation in lieu of a refund. No promises of future performance or price are or will be made in respect to \$\$SAFLE, including no promise of inherent value, no promise of continuing payments, and no guarantee that \$\$SAFLE will hold any particular value. Therefore, the recovery of spent resources may be impossible or may be subject to foreign laws or regulations, which may not be the same as the laws in the jurisdiction of \$\$SAFLE.

c. Uncertain Regulations and Enforcement Actions

The regulatory status of \$\$SAFLE and distributed ledger technology is unclear or unsettled in many jurisdictions, but numerous regulatory authorities across jurisdictions have been outspoken about considering the implementation of regulatory regimes which govern virtual currencies or virtual currency markets. It is impossible to predict how, when or whether regulatory agencies may apply existing regulations or create new regulations with respect to such technology and its applications, including \$\$SAFLE and/or the Safle ecosystem. Regulatory actions could negatively impact \$\$SAFLE and/or the Safle ecosystem in various ways. The Seller or any Group Entity may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

d. Risks associated with the Blockchain Protocol

Given that \$\$SAFLE and the Safle ecosystem are based on blockchain protocol and architecture, any malfunction, breakdown or abandonment of the relevant blockchain protocol or architecture may have a material adverse effect on \$\$SAFLE and/or the Safle ecosystem. Moreover, advances in cryptography, or technical advances (including without limitation development of quantum computing), could present unknown risks to \$\$SAFLE and/or the Safle ecosystem by rendering ineffective the cryptographic consensus mechanism that underpins that blockchain protocol. The future of cryptography and security innovations are highly unpredictable.

e. Security

You are responsible for implementing reasonable measures for securing the digital wallet, vault or other storage mechanism you use to receive and hold \$\$SAFLE which you have purchased, including any requisite passwords, tokens, private key(s) or other credentials necessary to access such storage mechanism(s). If your passwords, tokens, private key(s) or

other access credentials are lost, you may lose access to your \$SAFLE. The Seller cannot be responsible for, and is technologically unable to recover, any such losses.

f. Insufficient Information

The Safle ecosystem is at the stage of development as of the date of these Terms and its algorithm, code, consensus mechanism and/or various other technical specifications and parameters could be updated and changed frequently and constantly. While the marketing materials and Whitepaper released relating to the development of the Safle ecosystem has been prepared with the then up-to-date key information of the Safle ecosystem, it is not absolutely complete and is subject to adjustments and updates from time to time for optimal development and growth of the Safle ecosystem and/or ecosystem on the Safle ecosystem. The Seller is neither able, nor obliged, to keep you closely posted on every detail of the development of the Safle ecosystem (including its progress and expected milestones no matter whether rescheduled or not) and therefore will not necessarily provide you with timely and full access to all the information relating to the Safle ecosystem that may emerge from time to time. Due to the nature of the project to develop the Safle ecosystem, you accept that such insufficiency of information disclosure is inevitable and reasonable.

g. Security weaknesses.

Hackers or other malicious groups or organisations may attempt to interfere with \$SAFLE and/or the Safle ecosystem 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, there is a risk that a third party or a member of any Group Entity may intentionally or unintentionally introduce weaknesses into the core infrastructure of \$SAFLE and/or the Safle ecosystem, which could negatively affect \$SAFLE and/or the Safle ecosystem.

h. Risks associated with a lack of markets for \$SAFLE

There is no prior market for \$SAFLE and the \$SAFLE sale may not result in an active or liquid market for \$SAFLE. \$SAFLE is intended to be used solely within the network for the Safle ecosystem, hence there may be illiquidity risk with respect to any \$SAFLE you hold.

\$SAFLE 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 nor is it a "commodity" in the usual and traditional sense of that word. The Seller cannot be responsible for, nor does the Seller pursue, the circulation and trading of \$SAFLE on any market. Trading of \$SAFLE will merely depend on the consensus on its value between the relevant market participants. No one is obliged to purchase any \$SAFLE from any holder of \$SAFLE, including the purchasers, nor does anyone guarantee the liquidity or market price of \$SAFLE to any extent at any time. Furthermore, \$SAFLE may not be resold to a purchaser who is a citizen, national, resident (tax or otherwise), domiciliary or green card holder of a Restricted Country or to purchasers where the purchase of \$SAFLE may be in violation of applicable laws. Accordingly, the Seller cannot ensure that there will be any demand or market for \$SAFLE, or that the price you pay for \$SAFLE is indicative of any market valuation or market price for \$SAFLE.

Any secondary market or exchange for trading \$SAFLE would be run and operated wholly independently of the Group Entities, the sale of \$SAFLE and the Safle ecosystem. No Group Entity will create such secondary markets nor will it act as an exchange for \$SAFLE. Even if secondary trading of \$SAFLE is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third parties do ascribe an external exchange value to \$SAFLE (e.g., as denominated in a virtual or fiat currency), such value may be extremely volatile, decline below the price which you have paid for \$SAFLE, and/or diminish to zero.

i. Risk of Uninsured Losses

\$SAFLE is uninsured unless you specifically obtain private insurance to insure them. In the event of loss or loss of utility value, there is no public insurer or private insurance arranged by any Group Entity to offer recourse to you.

j. Taxation risks

The tax characterisation of \$SAFLE is uncertain. The tax characterisation of \$SAFLE and these Terms is uncertain. The Seller intends to treat \$SAFLE and these Terms neither as an equity interest nor as a debt interest in the Seller for tax purposes. It is possible that the Seller's intended treatment of \$SAFLE and these Terms may be challenged, so that the tax consequences to a purchaser and the Seller relating to \$SAFLE and these Terms could differ from those described above. You must seek your own tax advice in connection with the purchase, holding and/or usage of \$SAFLE, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

k. Competitors

It is possible that alternative networks could be established that utilise the same or similar code and protocol underlying \$SAFLE and/or the Safle ecosystem and attempt to re-create similar facilities. The Safle ecosystem may be required to compete with these alternative networks, which could negatively impact \$SAFLE and/or the Safle ecosystem.

l. Insufficient Interest

It is possible that the Safle ecosystem will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of distributed ecosystems (such as the Safle ecosystem). Such a lack of use or interest could negatively impact the development of the Safle ecosystem and therefore the potential utility of \$SAFLE.

m. Risk of Dissolution of the Seller, any Group Entity or the Safle ecosystem

Start-up companies such as the Seller involve a high degree of risk. Financial and operating risks confronting start-up companies are significant, and the Seller is not immune to these. Start-up companies often experience unexpected problems in the areas of product

development, marketing, financing, and general management, among others, which frequently cannot be solved.

It is possible that, due to any number of reasons, including, but not limited to, an unfavourable fluctuation in the value of virtual and/or fiat currencies, decrease in the utility of \$SAFLE due to negative adoption of the Safle ecosystem, the failure of commercial relationships, or intellectual property ownership challenges, the Safle ecosystem may no longer be viable to operate and the Seller or any Group Entity may be dissolved.

n. Risks Arising from Lack of Governance Rights

Because \$SAFLE confers no governance rights of any kind with respect to the Safle ecosystem or any Group Entity, all decisions involving the Safle ecosystem or any Group Entity will be made by the relevant Group Entity at its sole and absolute discretion, including, but not limited to, decisions to discontinue the services and/or ecosystem on the Safle ecosystem, to create and sell more \$SAFLE for use in the ecosystem on the Safle ecosystem, or to sell or liquidate any Group Entity. These decisions could adversely affect the Safle ecosystem and \$SAFLE you hold.

o. Loss of Talent

The development of the Safle ecosystem depends on the continued co-operation of the existing technical team and expert consultants, who are highly knowledgeable and experienced in their respective sectors. The loss of any member may adversely affect the Safle ecosystem or its future development. Further, stability and cohesion within the team is critical to the overall development of the Safle ecosystem. There is the possibility that conflict within the team and/or departure of core personnel may occur, resulting in negative influence on the project in the future.

p. Failure to develop

There is the risk that the development of the Safle ecosystem will not be executed or implemented as planned, for a variety of reasons, including without limitation the event of a decline in the prices of any digital asset, virtual currency or \$SAFLE, unforeseen technical difficulties, and shortage of development funds for activities.

q. Other risks

In addition to the aforementioned risks, there are other risks associated with your purchase, holding and usage of \$SAFLE, including those that the Seller cannot anticipate. Such risks may further materialise as unanticipated variations or combinations of the aforementioned risks.

5. KNOW YOUR CLIENT REGULATIONS AND PERSONAL DATA

Know your client regulations

You hereby acknowledge and accept that:

- a. The Seller may be required to conduct customer identification, due diligence and anti-money laundering due diligence on all purchasers of \$SAFLE in compliance with all applicable laws and legislations. The Seller may determine, in its sole discretion, that it is necessary to obtain certain information about you in order to comply with these laws and legislations. You agree to provide such information to the Seller promptly upon request, and you acknowledge that the Seller may refuse to sell \$SAFLE to you until you provide such requested information and the Seller has determined that it is permissible to sell you \$SAFLE under applicable law or regulation.
- b. The Seller may at any point in time request information and/or documentation to establish that its identification records, as well as the information that form your profile, remain completely updated. In this respect, the Seller reserves the right to examine and check on a regular basis the validity and adequacy of your identification data and information maintained. For the avoidance of doubt, the Seller shall not be required to notify you of the outcome of any of its customer identification, due diligence and/or anti-money laundering due diligence checks, or in any case provide reasons for unsatisfactory results of checks.
- c. If at any time the Seller becomes aware that reliable or adequate data and information are missing from your identity, the Seller reserves the right to take all necessary actions to collect the missing data and information (whether from you or from third parties) so as to update and complete your profile as necessary.
- d. If you fail or refuse to submit, within a reasonable timeframe, the required data and identification information for the updating of your identity and, as a consequence, the Seller is unable to comply with any laws, legislations regulations or directives relating to customer identification requirements, the Seller will not be able to sell \$SAFLE and/or continue its relationship with you, and the Seller may be required to submit a report of suspicious transactions/activities to the relevant authorities.

Personal Data

- i. The Seller (and its affiliates) will collect, use, process and disclose your information and personal data for providing its services and discharging of its legal duties and responsibilities, administration, customer services, crime (including tax evasion) prevention and detection, anti-money laundering, due diligence and verification of identity purposes (collectively, the **Purposes**). The Seller may disclose your information to its service providers, agents, relevant custodians or similar third parties for these Purposes. The Seller may keep your information for such period as it may determine (which shall be no shorter than any mandatory period prescribed by law) to contact you about the Safle ecosystem. You hereby consent to the Seller transferring your personal data to its affiliates or service providers for processing, and to recipients in countries which do not provide the same level of data protection as your jurisdiction if necessary for the Purposes.
- ii. If you withdraw your consent to any or all use of your personal data, depending on the nature of your request, this may limit the scope of our services which the Seller is able to provide to you. Please contact us at legal@dulwichventures.com (marking your email for the attention of "Data Protection Officer"). The Seller will endeavour to respond to your query / request within 30 days, and if that is not possible, the Seller will inform you of the time by which it will respond to you.
- iii. You hereby warrant, represent and confirm to us and shall procure that with respect to any personal data of any individual (including, where applicable, your directors, partners, office holders, officers, employees, agents, shareholders and beneficial owners) (each, an **Individual**) disclosed to us in connection with these Terms, the Service Terms and Policies and/or the \$SAFLE sale or otherwise collected by us in the course of your relationship with us or any of our affiliates:
 - (1) each Individual to whom the personal data relates has, prior to such disclosure or collection, agreed and consented to, and permitted you on its behalf to consent to, such disclosure as well as the collection, processing, use and disclosure of the Individual's personal data by us for all purposes required by us in connection with these Terms and/or the \$SAFLE sale;
 - (2) that each Individual has read and consented to the collection, processing, use and disclosure of the Individual's personal data by us in accordance with the Purpose; and
 - (3) any consent given pursuant to these Terms in relation to each Individual's personal data shall survive death, incapacity, bankruptcy or insolvency of that Individual and the termination or expiration of these Terms and the Service Terms and Policies.
- iv. If any Individual should withdraw his/her consent to any or all use of his/her personal data, then depending on the nature of the withdrawal request, the Seller may not be in a position to continue its relationship with you and/or sell \$SAFLE, and the Seller shall be entitled to its rights under these Terms and the Service Terms and Policies (without prejudice to our other rights and remedies at law against you).

6. TAXES

The price that you pay for \$SAFLE is **exclusive** of all applicable taxes (including without limitation obligations to pay value added, sales, use, offerings, withholding taxes, income or similar taxes) (**Taxes**). The onus for determining the Taxes applicable to your purchase, holding and/or usage of \$SAFLE lies solely with you. It is also your sole responsibility to comply with all relevant tax reporting requirements arising out of or in connection with your purchase, holding and/or usage of \$SAFLE. The Seller is not responsible for withholding, collecting, reporting, or remitting any Taxes arising from your purchase, holding and/or usage of \$SAFLE. The Seller cannot and does not provide any tax advice and it recommends that you seek appropriate professional advice in this area if required.

7. REPRESENTATIONS AND WARRANTIES

By purchasing (whether through an intermediary or otherwise), holding and/or using \$SAFLE, you represent and warrant that:

- a. You have read and understand these Terms and the Whitepaper, and you have all requisite power and authority to execute and deliver these Terms, to participate in the \$SAFLE sale, to purchase, hold and/or use \$SAFLE, and to carry out and perform your obligations under these terms.
- b. If you are an individual, you are at least 21 years old and in any case of sufficient legal age and capacity to purchase, hold and/or use \$SAFLE. If you are a legal person, you are duly organised, validly existing and in good standing under the laws of your domicile and each jurisdiction where you conduct business or where your assets are located. You are not purchasing, holding and/or using \$SAFLE on behalf of any other entity or person.
- c. The execution, delivery and performance of these Terms will not result in any violation of, be in conflict with, or constitute a default under, with or without the passage of time or the giving of notice: (i) any provision of your constitutional documents (if applicable), (ii) any provision of any judgment, decree or order, or any agreement, obligation, duty or commitment to which you are a party, or by which you are bound, or to which any of its material assets are subject, (iii) any laws, regulations or rules applicable to you, (iv) any foreign exchange or regulatory restrictions applicable to such purchase, holding and/or usage of \$SAFLE, or (v) any governmental or other consents that may need to be obtained.
- d. The execution and delivery of, and performance under, these Terms require no approval or other action from any governmental authority or person. You will and shall at your own expense ensure compliance with all laws, regulatory requirements and restrictions applicable to you (as the case may be).
- e. Your purchase of \$SAFLE shall be made in full compliance with any applicable tax obligations to which you may be subject in any relevant jurisdiction. You understand that you bear the sole responsibility to determine if your use of the Safle ecosystem, the transfer of any virtual currency to the Seller, the creation, ownership or use of \$SAFLE, the potential appreciation or depreciation in the value of \$SAFLE over time, the sale and purchase of \$SAFLE and/or any other action or transaction related to the Seller or the Safle ecosystem have tax implications

(including determining what taxes may apply to the acquisition, possession, storage, sale or other use of \$SAFLE including, for example, sales, use, value-added and similar taxes and for complying with any obligations to withhold, collect, report and remit the correct taxes to the appropriate tax authorities in relation to its acquisition, possession, storage, sale or other use of \$SAFLE); by creating, holding or using \$SAFLE, and to the extent permitted by law, you agree not to hold any third party (including developers, auditors, contractors or founders) liable for any tax liability associated with or arising from the creation, ownership or use of \$SAFLE or any other action or transaction related to the Seller (or any Group Entity) or the Safle ecosystem.

- f. You have good and sufficient understanding in business and financial matters, including a good and sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of blockchain technology, blockchain-like technology, blockchain-based software systems as well as other similar technologies and systems, cryptographic tokens, and token storage mechanisms (such as digital token wallets) to understand these Terms and to appreciate the risks and implications of purchasing, holding and/or usage of \$SAFLE.
- g. You have obtained sufficient information about \$SAFLE to make an informed decision to purchase, hold and/or use \$SAFLE. Additionally, you are aware of the Seller's business affairs and financial condition and have obtained sufficient information about the Seller to reach an informed decision to purchase \$SAFLE.
- h. The currency (including any fiat, digital currency, virtual currency or cryptocurrency) used to purchase \$SAFLE are obtained through "mining" activities or other lawful means, and are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing and all applicable statutes of all jurisdictions in which you are located, resident, organised or operating, and/or to which it may otherwise be subject and the rules and regulations thereunder (collectively, the **Compliance Regulations**), and you will not use \$SAFLE to finance, engage in, or otherwise support any unlawful activities or in a manner which aids or facilitates another party in the same. To the extent required by applicable laws and regulations, you shall fully comply with all Compliance Regulations and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving it or any of your affiliates with respect to the Compliance Regulations is pending or, to the best of your knowledge (after due and careful enquiry), threatened.
- i. Neither you (nor any of your subsidiaries, any director or officer, or any employee, agent, or your affiliate) nor any person having a direct or indirect beneficial interest in you or \$SAFLE being acquired by you, or any person for whom you are acting as agent or nominee in connection with \$SAFLE: (i) is the subject of any sanctions administered or enforced by any country or government or international authority, including the US Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), the US Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, the Hong Kong Monetary Authority or the Monetary Authority of Singapore (collectively, "**Sanctions**"); (ii) is located, organised, citizen or resident in a country or territory that is, or whose government is, the subject of Sanctions (including without limitation United States of America, Canada, China, New Zealand, Cuba, North Korea, Timor-Leste, Cambodia, Laos, Tanzania, Serbia,

Tunisia, Uganda, Mali, Pakistan, Afghanistan, Somalia, Zimbabwe, Congo, Malawi, Mozambique, Crimea, Kyrgyzstan, Uzbekistan, Turkmenistan, Burundi, South Sudan, Sudan (north), Sudan (Darfur), Guinea-Bissau, Kosovo, Iran, Iraq, Libya, Syria, Ethiopia, Yemen, Sri Lanka, Ukraine, Belarus, and Venezuela); (iii) is listed in any list of sanctioned persons including those maintained under the Sanctions including the List of Specially Designated Nationals and Blocked Persons or the Foreign Sanctions Evaders List maintained by OFAC; or (iv) is directly or indirectly owned or controlled by any person subject to sub-clauses (i), (ii) and (iii) above.

- j. Neither you (nor any of your subsidiaries, any director or officer, or any employee, agent, or your affiliate) nor any person having a direct or indirect beneficial interest in you or \$SAFLE being acquired by you, or any person for whom you are acting as agent or nominee in connection with \$SAFLE is: (i) a citizen or resident of, or located in, a geographic area or country designated as "High-risk and other monitored jurisdictions" (or such other similar classification) by the Financial Action Task Force; or (ii) a Politically Exposed Person (defined as a current or former senior official in the executive, legislative, administrative, military, or judicial branch of a government (elected or not), a senior official of a major political party, a senior executive of a government owned commercial enterprise, and/or being a corporation, business or other entity formed by or for the benefit of any such individual, any individual publicly known (or actually known) to be a close personal or professional associate, or an immediate family member of such individual, meaning spouse, parents, siblings, children, and spouse's parents or siblings).
- k. You are not (i) a citizen, national, resident (tax or otherwise), domiciliary or green card holder of a geographic area or country (A) where participation in token sales is prohibited, restricted or unauthorised by applicable law, decree, regulation, treaty, or administrative act or (B) where it is likely that the sale of \$SAFLE would be construed as the sale of a security (howsoever named), financial service or investment product (including without limitation the United States of America and the People's Republic of China (the **Restricted Countries**)).
- l. You acknowledge and agree that: (i) you are familiar with all related regulations in the specific jurisdiction in which you are based and that acquiring \$SAFLE (through purchase or otherwise) in that jurisdiction is not prohibited, restricted or subject to additional conditions of any kind, (ii) no regulatory authority has examined or approved of the information set out in the Whitepaper or any other material in connection with \$SAFLE, (iii) you will not use \$SAFLE if such use would constitute a public offering of \$SAFLE in any country or jurisdiction where action for that purpose is required, (iv) the distribution or dissemination of the Whitepaper, any part thereof or any copy thereof, or any use of \$SAFLE 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 will observe and comply with all such restrictions at your own expense and risk without liability to the Seller, (v) you shall ensure that no obligations are imposed on the Seller in any such jurisdiction as a result of any of the actions taken by you in the preceding sub-clause, and (vi) the Seller will have no responsibility for and it will not obtain any consent, approval or permission required by you for, the acquisition, offer, sale or delivery by it of \$SAFLE under the laws and regulations in force in any jurisdiction to which you may be subject or in or from which you use \$SAFLE.

- m. You are a highly sophisticated and experienced party that acknowledges and understands that (i) the Seller, the Group Entities and their respective affiliates may possess material information regarding the Safle ecosystem and \$SAFLE that is not publicly available and has not been made available to you, which information may impact the value of \$SAFLE or the use on the Safle ecosystem, and that Seller is not disclosing such information to you, (ii) due to legal uncertainty, \$SAFLE may be deemed to be securities or financial instruments under applicable laws. Notwithstanding any disparity in information or legal uncertainty, you have agreed to enter into this Agreement and consummate the transactions hereunder and hereby agree not to bring any claim against the Seller, the Group Entities or any of their respective affiliates in respect thereof and, as a sophisticated party with extensive experience in token purchase transactions, hereby waive any claims or causes of action in respect thereof.
- n. The currency (whether fiat or virtual) used in the purchase of \$SAFLE will be made only in your name, from a digital wallet not located in a country or territory that has been designated as a “non-cooperative country or territory” by the Financial Action Task Force or any similar legislation.
- o. You are purchasing, holding and/or using \$SAFLE to participate in the Safle ecosystem, as well as to support the advancement, promotion, research, design and development of, and advocacy for the Safle ecosystem, as well as potentially receiving services on the Safle ecosystem (when the same is completed and deployed). You are not purchasing, holding or using \$SAFLE for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes.
- p. You acknowledge that: (i) \$SAFLE does not have any intrinsic value and that it may never recover any cash, cryptocurrency or other assets which are used directly or indirectly to acquire \$SAFLE; (ii) there is no market-standard valuation process to determine the value of \$SAFLE at any given time; and (iii) the Seller gives no guarantees whatsoever on the value of \$SAFLE which may be highly volatile and could reduce to zero.
- q. You acknowledge and agree that the Seller may impose eligibility criteria to access certain functionality in respect of \$SAFLE which may require it to incur additional time and money costs.
- r. You shall not sell or transfer or agree to sell to transfer (whether pursuant to any public pool or private agreement with a subsequent purchaser or otherwise) any \$SAFLE prior to the completion of the public sale of \$SAFLE.
- s. You shall not sell or transfer any \$SAFLE prior to procuring the purchaser's or transferee's agreement to these Terms.
- t. You acknowledge that the currency (whether fiat or virtual) paid to us for the purchase of \$SAFLE will be held by us (or our affiliate) after the token sale, and you will have no economic or legal right over or beneficial interest in these contributions or the assets of that entity after the token sale.

- u. You acknowledge and undertake that you shall provide the Seller with such information as the Seller may deem necessary or appropriate in order to maintain compliance with applicable law including: (i) compliance with the representations set out in this Clause 7, and (ii) to address any actual inquiries or inquiries that the Seller may (at its sole discretion) expect from regulatory authorities, courts or arbitral authorities in any jurisdiction.
- v. You hereby acknowledge and agree that the Seller may have to procure an amendment to the functionality of \$SAFLE at any time in order to facilitate compliance with any legal or regulatory issues which may arise or shall be anticipated, including: (i) any actual action taken, or potential action that the Seller (in its sole discretion) expects to be taken, by a court or regulatory authority in any jurisdiction in relation to the use of \$SAFLE and all related matters, and (ii) any additional legal or regulatory risk mitigation in respect of the functionality of \$SAFLE that the Seller decides to undertake at any time.

You hereby acknowledge that the Seller has entered into these Terms in reliance upon your representations and warranties being true, accurate, complete and non-misleading. The Seller does not and does not purport to make, and hereby disclaims, all representations, warranties or undertakings to you in relation to the sale of \$SAFLE or otherwise. Prospective purchasers of \$SAFLE should carefully consider and evaluate all risks and uncertainties (including financial and legal risks and uncertainties) associated with the \$SAFLE sale, the Seller, and any relevant Group Entity.

8. INTELLECTUAL PROPERTY

The Seller (or the relevant Group Entity, as the case may be) retains all right, title and interest in all of that entity's intellectual property, including, without limitation, ideas, concepts, discoveries, processes, code, compositions, formulae, methods, techniques, information, data, patents, models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), art, rights in designs, systems, services, website design, "look and feel", compilation, functionality, audio, video, text, photograph, graphics, all elements of the Website, and all other intellectual property rights, in each case whether patentable, copyrightable or protectable in trademark, registered or unregistered, and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. You may not use any of the Seller's (or the relevant Group Entity's) intellectual property for any reason whatsoever.

9. INDEMNITY

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Seller, each Group Entity, and their respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, related companies, affiliates, agents, representatives, predecessors, successors and assigns (the **Indemnified Parties**) from and against all claims, demands, actions, damages, losses, costs and expenses (including legal fees on an indemnity basis) arising from or relating to:

- a. your purchase (whether through an intermediary or otherwise), holding or usage of \$SAFLE;
- b. your responsibilities or obligations under these Terms;
- c. your violation of these Terms;
- d. your violation of any rights of any other person or entity; or
- e. your subsequent transfer of \$SAFLE to any individuals or entities.

10. RELEASE

To the fullest extent permitted by applicable law, you release the Seller and the other Indemnified Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. You expressly waive any rights you may have under any statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favour at the time of agreeing to this release.

11. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms will be governed by and construed and enforced in accordance with the laws of Singapore, without regard to conflict of law rules or principles (whether of Singapore or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute arising out of or in connection with these Terms or any of the transactions contemplated in connection with the same (including without limitation the enforceability of this arbitration Clause, any question regarding existence, validity or termination) shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (**SIAC**) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (**SIAC Rules**) for the time being in force, which rules are deemed to be incorporated by reference in this arbitration Clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of 1 arbitrator. The language of the arbitration shall be English.

Each Party agrees to keep all matters relating to this arbitration, including the arbitral awards, confidential, except as is otherwise required by court order or as is necessary to confirm, set aside or enforce the arbitral award and for disclosure in confidence to each Party's respective legal, financial or other professional advisors.

12. PARTIAL INVALIDITY

If, at any time, any provision of these Terms is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

13. TERMINATION

The agreement set out in these Terms will terminate upon the completion of all sales of \$SAFLE. The Seller reserves the right to terminate the agreement set out in these Terms, in its sole discretion, in the event of a breach by you of these Terms. Upon termination of these Terms:

- a. all of your rights under these Terms immediately terminate;
- b. you are not entitled to any refund of any amount paid whatsoever, save in the case where these Terms are terminated by the Seller without any breach by you of these Terms; and
- c. Clauses 3, 4, 6, 9, 10, 17, 18 and 19 will survive and continue to apply in accordance with their terms to you in respect of any \$SAFLE held, together with any of your obligation(s), or required performance under these Terms which, by its express terms or nature and context is intended to survive expiration or termination of these Terms.

14. ENTIRE AGREEMENT

These Terms, including the documents and material incorporated by reference, constitute the entire agreement between you and the Seller and supersedes all prior or contemporaneous agreements and understandings (including without limitation the Whitepaper, the Website or any other marketing material), both written and oral, between you and the Seller. The Seller may make changes to these Terms from time to time as reasonably required to comply with applicable law or regulation. If the Seller makes changes, it will as soon as practicable post the amended Terms at the Website. The amended Terms will be effective immediately. It is your responsibility to regularly check the Website for any such amendments.

15. ASSIGNMENT

You shall under no circumstances be entitled to assign or novate your rights and obligations under these Terms (including without limitation the right to claim any \$SAFLE purchased). The Seller may assign or novate its rights and obligations under these Terms without your consent, and you agree to, at your own expense, take whatever action or execute any document which the Seller may require for the purpose of effecting any such assignment or novation by the Seller.

16. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on our part, any right or remedy under these Terms Documents shall operate as a waiver, of any such right or remedy or constitute an election to affirm these Terms. No election to affirm these Terms on our part shall be effective unless it is in writing. No single or partial exercise of any right or remedy prevents any further or other

exercise or the exercise of any other right or remedy. The rights and remedies provided in these Terms are cumulative and not exclusive of any rights or remedies provided by law.

17. DISCLAIMERS

- a. You expressly acknowledge, understand and agree that you are purchasing (whether through an intermediary or otherwise), holding and/or using \$SAFLE at your sole risk and discretion, and that \$SAFLE is provided, used and purchased on an "AS IS" and on an "AS AVAILABLE" basis without any representations, warranties, promises or guarantees whatsoever of any kind by the Seller or any Group Entity. Prior to making any decision to purchase (whether through an intermediary or otherwise), hold and/or use \$SAFLE, you shall conduct your own due diligence and rely only on your own examination and investigation thereof.
- b. Changes in relevant laws and regulations in any jurisdictions which the Seller is operating shall constitute a force majeure and the Seller will not be responsible for any result arising out of such changes in relevant laws and regulations.
- c. The Seller does not make and expressly disclaims all representations and warranties, express, implied or statutory; and with respect to \$SAFLE, the Seller 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. In addition, the Seller cannot and does not represent or warrant that \$SAFLE or the delivery mechanism for \$SAFLE are free of security vulnerabilities, viruses, errors, failures, bugs or loopholes which may be exploited by third parties, or other harmful components.
- d. The Seller assumes that you have already read these Terms, especially the risks and disclaimer stated herein and hereunder, and you shall automatically be regarded agree to take all risks (including but not limited to the risks stated herein) in relation to purchasing (whether through an intermediary or otherwise), holding and/or using \$SAFLE.

18. SELLER NOT LIABLE

\$SAFLE is not being structured or sold as securities or any other form of investment product. Accordingly, none of the information presented in these Terms is intended to form the basis for any investment decision, and no specific recommendations are intended. Save in the case of fraud or gross negligence, the Seller expressly disclaims any and all responsibility for any direct, indirect, special, incidental, consequential or exemplary loss or damage of any kind whatsoever arising directly or indirectly (including without limitation, those relating to loss of revenue, income or profits, loss of use or data, or damages for business interruption) in connection with:

- a. reliance on any information contained in these terms;
- b. any error, omission or inaccuracy in any such information;
- c. any action resulting from such information; or
- d. the sale or usage of \$SAFLE.

In no event will the aggregate liability of the Seller and the Indemnified Parties (jointly), whether in contract, warranty, tort, or other theory, arising out of or relating to these terms or the usage of or inability to use \$SAFLE, exceed the amount you pay to us for \$SAFLE.

19. CLAIMS

The Seller shall not be liable in any way or in any event in respect of any claim under these Terms if such claim was not made within the 6-month period commencing from the date that you receive \$SAFLE (the **Claim Period**). Any claim which has been made before the expiration of the Claim Period shall, if it has not been previously satisfied in full, settled or withdrawn, be deemed to have been withdrawn and shall become fully barred and unenforceable on the expiry of the period of six (6) months commencing from the date on which such claim was made, unless proceedings in respect thereof shall have been commenced against the Seller and for this purpose proceedings shall not be deemed to have been commenced unless they shall have been issued and served upon the Seller.

For the avoidance of doubt, nothing in these Terms shall limit your obligation (at law or otherwise) to mitigate your loss in respect of any claim under these Terms, and you shall not be entitled to recover damages in respect of any claim (as the case may be) if, and to the extent that, you have already recovered damages in respect of the same fact or subject matter.

20. PARTNERSHIP

Purchasing (whether through an intermediary or otherwise), holding and/or using \$SAFLE does not create any form of partnership, joint venture or any other similar relationship between you and us, nor cause the Parties to be deemed acting in concert in any respect.

21. CONFIDENTIALITY

You shall hold, and shall cause your affiliates, officers, directors, employees, accountants, counsel, consultants, advisors and agents to hold, in confidence all documents, information and correspondence concerning \$SAFLE or any Group Entity furnished to you or your affiliates in connection with the transactions contemplated by these Terms or any pre-contractual or post-contractual negotiations in connection therewith (including without limitation all commercial information such as sale price, number of tokens sold, discount (if any), as well as schedule for delivery of tokens), except to the extent that such information can be shown to have been (a) previously known on a non-confidential basis by you, (b) in the public domain disclosed without any fault on your part or (c) later lawfully acquired by you from sources other than any Group Entity. If these Terms are terminated, you shall, and shall cause your affiliates, officers, directors, employees, accountants, counsel, consultants, advisors and agents to, destroy or deliver to the Seller, upon request, all documents and other materials, and all copies thereof, obtained by you or your affiliates in connection with these Terms that are subject to such confidence.

22. RIGHTS OF THIRD PARTIES

Except as otherwise provided in herein, these Terms are intended solely for the benefit of you and us and are not intended to confer third-party beneficiary rights upon any other person or entity.

Save for any Group Entity who shall be entitled to enforce or enjoy the benefit of the terms of these Terms, a person who is not a party under these Terms has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce or to enjoy the benefit of any term of these Terms.

23. LANGUAGE

You acknowledge that, solely for convenience, these Terms may be translated into a language other than English, and that a copy of the English language version of these Terms has been provided to you (which you have read and understand). In the event of conflict or ambiguity between the English language version and translated versions of these Terms, the English language version shall prevail.

24. SEVERABILITY

Whenever possible, each provision of these Terms will be interpreted in such manner as to be effective and valid under applicable law, but if any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable in any respect under any law of any jurisdiction, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision pursuant to this Clause 24 shall not affect or impair the validity and enforceability of the rest of these Terms, nor the validity and enforceability of such provision or part-provision under the law of any other jurisdiction.

25. INTERPRETATION

The language in these Terms will be interpreted as to its fair meaning, and not strictly for or against any party.

26. ELECTRONIC CONSENTS

You agree to be bound by any affirmation, assent or agreement that you transmit to the Seller or any Group Entity by computer or other electronic device, including internet, telephonic and wireless devices, including, but not limited to, any consent you give to receive communications from the Seller or any Group Entity solely through electronic transmission. You agree that when you click on an "I Agree," "I Consent," or other similarly worded button or entry field with your mouse, keystroke or other device, such agreement or consent will be legally binding and enforceable against you and will be the legal equivalent of your handwritten signature on an agreement that is printed on paper. You agree that the Seller or any Group Entity may send you electronic copies of any and all communications associated with your purchase of \$SAFLE.

27. NOTICES

You agree and acknowledge that all agreements, notices, disclosures, and other communications that the Seller provides to you, including these Terms, will be provided in electronic form.

These Terms have been entered into for and on behalf of the Seller. If you have any questions regarding these Terms, please contact us at legal@dulwichventures.com.