

# ADIONA GENERAL TERMS & CONDITIONS OF ABEONA (ABN) TOKENS SALE

Last updated: 17.05.2018

## GENERAL TERMS AND CONDITIONS OF ABN TOKENS SALE

PLEASE READ THESE TERMS OF TOKEN SALE CAREFULLY. BY PURCHASING ABN TOKENS FROM US, YOU WILL BE BOUND BY THESE TERMS AND ALL TERMS INCORPORATED BY REFERENCE HERETO. NOTE THAT CLAUSES 21, 22 CONTAIN A BINDING ARBITRATION CLAUSE WHICH AFFECTS YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PURCHASE TOKENS. THE PURCHASE OF DIGITAL TOKENS IS SUBJECT TO A NUMBER OF RISKS, SOME OF WHICH THE SELLER HAS SET OUT IN THIS AGREEMENT. IF YOU ARE IN ANY DOUBT AS TO THE SUITABILITY OR OTHERWISE OF PURCHASING THE DIGITAL TOKENS REFERRED TO IN THIS AGREEMENT, YOU SHOULD SEEK APPROPRIATE PROFESSIONAL ADVICE.

This Token Purchase Agreement (this "Agreement") is entered between ABEONA (the "Seller", "we", "us" and "our"), and the «Buyer". These General Terms & Conditions (hereinafter referred to as the "Terms"), including any and all Additional Documents, constitute a legally binding agreement between the ABEONA (office address: 23 Church St 049481), that is a company incorporated in Singapore ("Company," "ABEONA", "we," "us") the owner of the website available in the Internet via <https://abeonacoin.com> and any and all Participants as defined herein in Definitions Section. By the fact of the Website use and/or ABN Tokens purchase the respective Participant, agree that he fully read, understood and irrevocably accepted these Terms. If any Participant does not agree with these Terms in general or any part of them, such Participant should withhold from using the Website <https://abeonacoin.com> and/or purchase of ABN Tokens as defined herein in Definitions Section. Unless otherwise stated herein, these Terms govern only Participant's purchase of Tokens from ADIONA during the Sale Period. Any use of Tokens in connection with providing or receiving Services in the Platform will be governed primarily by other applicable Terms and policies. ADIONA may use third party services to process the Token Pre-Sale and Token Sale and any rules applicable by third party described in these Terms to such processing of ABN tokens should also be applicable in addition to these Terms.

## DEFINITIONS

1. These Terms and any other rules, policies or procedures that may be issued by ADIONA and published from time to time on the Website (including the Accompanying Documents). Other ABN Tokens Sale regulatory documents accompanying and detailing these Terms, being inalienable part hereof and published on the Website (including, but not limited to Privacy Policy, ABN Tokens Sale Agreement, etc.). In case of any discrepancies between Accompanying Documents and the Terms, the latter shall apply. Project White paper and information on the Website is not considered as any type of Accompanying documents and provided only as a descriptive information about the project. Any person or entity that have any relation to the ADIONA, including, but not limited to partners, employees, agents and contractors of the ADIONA. Law applicable under

these Terms to any and all relations between a Participant and ADIONA. A digital platform (not a legal entity), which shall function as described in White Paper. Digital currency, represented by Ethereum (ETH), Bitcoin (BTC), Ripple (XRP), Litecoin (LTC), Dash or PayPal used by Participants to purchase ABN Tokens. Rights Any invention, patent, utility model right, copyright and related right, registered design, unregistered design right, trade mark, trade name, internet domain name, design right, design, service mark, database rights, topography rights, rights in get-up and trade dress, rights in goodwill or to sue for passing off and any other rights of a similar nature or other industrial or intellectual property rights owned or used by the ADIONA in any part of the world whether or not any of the same is registered (or capable of registration), including applications and the right to apply for and be granted, extensions or renewals of and rights to claim priority from, such rights and all equivalent or similar rights or protections which subsist now or will subsist in the future. Digital cryptographic Tokens, which are software digital products (not being cryptocurrency), created by the ADIONA as a cryptographically secured representation of an operational instrument which give the Participant certain rights, discounts, bonuses described in Whitepaper of ADIONA General Terms & Conditions of ABN Tokens Sale. An offering of ABN Tokens to eligible Participants to purchase ABN Tokens during a limited period of time, according to the price as described in Token Sale Agreement. Relevant addresses of cryptocurrencies wallets, that are used by Company for acceptance of payments for purchase of ABN Tokens in BTC, XRP, LTC, Dash. Digital computer protocol intended to facilitate, verify and enforce the negotiation and purchase of ABN Tokens by a Tokens Sale Participant if payment for ABN is made with ETH. Any person, who uses the Website and purchases ABN Tokens. The Company reserves its right to set forth at any time upon its own discretion special eligibility or other requirements to certain Tokens Sale Participants to participate in a certain phase of ABN Tokens Sale. A group of interrelated websites owned and operated by ABEONA, available in the Internet via address: <https://abeonacoin.com> and special application based on blockchain technology

2. In the Terms, unless the opposite is clear from the context: 1) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular; 2) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders. 3) References to clauses and schedules are to the clauses and schedules of these Terms and references to paragraphs are to paragraphs of the relevant schedule; 4) A reference to any party shall include that party's personal representatives, successors and permitted assigns. 5) All references to a person include firms, companies, government entities, trusts and partnerships or other or unincorporated body (whether or not having separate legal personality); 6) The term 'including' does not exclude anything not listed; 7) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; 8) A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision. 9) A reference to writing or written includes fax and e-mail. 10) Any obligation on a party not to do something includes an obligation not to allow that thing to be done. 11) Any words following the Terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding or following those Terms 12) Headings of sections are for convenience only and shall not be used to limit or construe such

sections. All the sections in the agreement shall survive any termination or expiration of these Terms.

3. ABN is a cryptographic utility token. The intended purpose of ABN is to facilitate the provision and receipt of services (collectively, the "Services") through the ADIONA platform currently under development by the Seller (or affiliate thereof) that, subject to further development, is intended to be a new international platform which allows the registration and transaction of over-the-counter shares on the blockchain (the "Ecosystem"). Specifically, ABN is intended to be utilised as the unit of exchange for the provision of Services in the Ecosystem, and incentive which would be consumed to encourage participants to contribute and maintain the Ecosystem (if successfully completed and deployed), and will constitute proof of prepayment for Services in the Ecosystem. Eventually, the goal for the Ecosystem is to include tools for the blockchain community and developers to design and build applications within the Ecosystem. The features of the ADIONA platform / Ecosystem and usage of ABN therein are described more fully in Whitepaper.
4. Ownership of ABN carries no rights, express or implied, other than the right to use ABN as a means to enable usage of and interaction with the Ecosystem, if successfully completed and deployed. In particular, you understand and accept that ABN do not represent or confer any ownership right or stake, share, equity or security or equivalent rights, or any right to receive future revenue, dividends, shares, Intellectual Property rights or any other form of participation or governance in or relating to the Ecosystem and/or the Seller or any Group Entity, other than rights relating to the potential future provision and receipt of Services in the Ecosystem, subject to limitations and conditions in these Terms and applicable Ecosystem Terms and Policies (as defined below). ABN should not be acquired for speculative or investment purposes with the expectation of making a profit on resale.
5. Additionally, ABN 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.
6. The Seller makes no warranties or representations and provides no guarantees (in each case whether express or implied) that ABN shall confer any actual and/or exercisable rights of use, functionality, features, purpose or attributes in connection with the provision and receipt of the Services in the Ecosystem.
7. You understand and accept that ABN:
  - (a) is not a loan to any Group Entity;
  - (b) does not provide you with any ownership or other interest in the Seller, any Group Entity, or any other company, enterprise or undertaking, or any kind of venture;
  - (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 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 commodity or asset that any person is obliged to redeem or purchase;
  - (f) is not any note, debenture, warrant or other certificate that entitles the holder to interest, dividend or any kind of return from any person;
  - (g) is not intended to be a security, commodity, financial derivative, commercial paper or negotiable instrument, or any other kind of financial instrument between the relevant holder and any other person, nor is there any expectation of profit; and

(h) is not an offer or solicitation in relation to gaming, gambling, betting, lotteries and/or similar services and products.

Protections offered by applicable law in relation to the purchase and offering of the aforementioned financial instruments and/or investments do not apply to the sale and purchase of ABN and neither these Terms nor the Whitepaper 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.

8. Given that ABN is designed only for the particular uses with respect to the ADIONA platform, it is not necessarily merchantable and does not necessarily have any other use or value. ABN is designed and sold as a consumable virtual goods, without any specific outlook or expectation on its merchantability or market price.
9. Once issued, holders of ABN shall not be deemed to have entered into any mutual covenants, or agreed to any rights and obligations, with other holders of ABN inter se.
10. You acknowledge and agree that no Group entity is under any obligation to issue replacement ABN in the event any ABN or private key is lost, stolen, malfunctioning, destroyed or otherwise inaccessible or unusable for any reason.
11. Unless otherwise stated herein, these Terms (which for the avoidance of doubt include the Schedules hereto) govern only your purchase of ABN from us and continued holding of ABN.
12. Any potential future use of ABN in connection with providing or receiving Services in the Ecosystem (when the ADIONA platform is successfully completed and deployed) will be governed primarily by other applicable term and policies (collectively, the "Service Terms and Policies"), which will be made available on the ADIONA platform and/or the Website, if the Services and applications in the Ecosystem is successfully completed and deployed. We may add new terms or policies to the Service Terms and Policies in our sole and absolute discretion, and may update each of the Service Terms and Policies from time to time according to modification procedures set forth therein. In the event of any conflict between these Terms and the Service Terms and Policies, the Service Terms and Policies shall take precedence. It shall be your responsibility to regularly check the ADIONA platform / Website for any such notices.

## **CANCELLATION; REFUSAL OF PURCHASE REQUESTS**

13. Your purchase of ABNN (whether through an intermediary or otherwise) from the Seller is final, and 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 ABN 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 ABN (as the case may be) at any time in the Seller's sole and absolute 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; or
  - (b) in connection with an adverse change of the regulatory environment.

In such event, the price paid by you shall be rejected or refunded (as applicable) in accordance with the Seller's internal policies and procedures, less fees and expenses incurred in connection with the development of the ADIONA platform and the Ecosystem, or, if required by applicable law, confiscated. 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 funds or to which ABN will be transferred), 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.

Any refund of the price under this Clause 5.2 shall be calculated at the USD exchange rate of the relevant token which had been paid to the Seller, at the time of payment or refund, whichever would result in a lower fiat / USD value of the refund (as the same may be conclusively determined by the Seller). No interest will accrue on the value of any refund and the Seller shall be entitled to charge a processing fee not exceeding 15% of the refund amount.

At any time during the sale of ABN, the Seller may either temporarily suspend or permanently abort the token sale at its sole discretion without providing any reasons whatsoever. During any period of suspension or in the event that the token sale is aborted, ABN will not be available for purchase.

## **ABN TOKEN SALE PROCEDURES AND SPECIFICATIONS**

14. Important information about the procedures and material specifications of the sale of ABN is provided in Whitepaper, including but not limited to our anticipated use of the ABN sale proceeds. By purchasing ABN, you acknowledge and accept that you have read, understood and have no objection to these procedures and material specifications.
15. You acknowledge that the funds used in the purchase of ABN 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.

## **ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**

16. You acknowledge and agree that there are risks associated with purchasing ABN, holding ABN, and using ABN for providing or receiving Services in the Ecosystem, as disclosed and explained in Whitepaper. If you have any questions regarding these risks, please contact us at [contact@abeonacoin.com](mailto:contact@abeonacoin.com). BY PURCHASING ABN, YOU EXPRESSLY ACKNOWLEDGE, ACCEPT AND ASSUME THESE RISKS.

## **SECURITY**

17. You are responsible for implementing all reasonable and appropriate measures for securing the wallet, vault or other storage mechanism you use to receive and hold ABN that you purchase from us, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your ABN. We are not responsible for any security measures relating to your receipt, possession, storage, transfer or potential future use of ABN nor are we under any obligation to recover any ABN and we hereby exclude (to the fullest extent permitted under applicable law) any and all liability for any security breaches or other acts or omissions which result in your loss of (including your loss of access to) ABN.

## PERSONAL INFORMATION AND DATA PROTECTION

18. We may determine, in our sole and absolute discretion, that it is necessary to obtain certain information about you in order to comply with applicable law or regulation in connection with selling ABN to you. You agree to provide us with such information promptly upon request, and you acknowledge and accept that we may refuse to sell ABN to you until you provide such requested information and we have subjectively determined that it is permissible to sell ABN to you under applicable law or regulation. You hereby consent to us transferring your personal data to another Group Entity for processing and to recipients in countries which may not provide the same level of data protection as Singapore if necessary for the above purposes. We (and our Group Entities if appropriate) will collect, use, process and disclose your information and personal data (as defined in the Personal Data Protection Act 2012 of Singapore) for providing our services and discharging of our 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 "Purpose"). We may disclose your information to our service providers, agents, relevant custodians or similar third parties for these Purposes. We may keep your information for such period as may be determined by us (which shall be no shorter than any mandatory period prescribed by law) to contact you about the Services. 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 we are able to provide to you. Please contact us at [contact@abeonacoin.com](mailto:contact@abeonacoin.com) (marking your email for the attention of "Data Protection Officer"). We will endeavour to respond to your query / request within 30 days, and if that is not possible, we will inform you of the time by which we will respond to you. You hereby warrant, represent and confirm to the Seller and each Group Entity, 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) ("Individual") disclosed to the Seller in connection with these Terms, the Service Terms and Policies and/or the ABN token sale or otherwise collected by the Seller in the course of your relationship with the Seller or any Group Entity:

(a) 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 the Seller for all purposes required by the Seller in connection with these Terms and/or the ABN token sale;

(b) that each Individual has read and consented to the collection, processing, use and disclosure of the Individual's personal data by the Seller in accordance with the Purpose; and

(c) 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.

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 ABN, and the Seller shall be entitled to its rights under these Terms and the Service Terms and Policies (without prejudice to the Seller's other rights and remedies at law against you). You hereby consent

to us disclosing any of your information which we hold to a foreign governmental or prosecuting authority where, in our opinion, our interests or the interests of a Group Entity require disclosure (including without limitation the submission of a report of suspicious transactions/activities to the relevant authorities). Unless we are prohibited from doing so by law, if we intend to make such a disclosure, we will give you at least 14 days advance notice in writing during which time you may object. We will consider your objection but shall not be bound by it. You hereby agree to hold us and our Group Entities harmless in respect of any disclosure of information by us in accordance with these Terms. For the avoidance of any doubt, we shall not be liable to you or any other person for any loss, damage or expense incurred directly or indirectly as a result of such disclosure unless such loss, damage or expense was caused by our wilful default or fraud.

## **TAXES**

19. The purchase price that you pay for ABN is exclusive of all applicable taxes (including without limitation obligations to pay value added, sales, use, offerings, withholding taxes, income or similar taxes). You are solely responsible for determining what, if any, taxes apply to your purchase of ABN. It is also your sole responsibility to withhold, collect, report, pay, settle and/or remit the correct taxes to the appropriate tax authorities in such jurisdiction in which you may be liable to tax. We are not responsible for withholding, collecting, reporting, paying, settling and/or remitting any sales, offerings, use, value added, or similar tax arising from your purchase of ABN. We cannot and do not provide tax advice and we recommend that you seek appropriate professional advice in this area if required.

## **YOUR REPRESENTATIONS AND WARRANTIES**

20. By purchasing ABN, you represent and warrant that:

- (a) You have read and understand these Terms (including all Schedules).
- (b) You have received a copy of the current Whitepaper prepared in relation to ABN and have carefully read it. You acknowledge and consent that the Whitepaper may change during the time leading up to the date of completion of the sale of ABN to you by us hereunder (the "Completion Date"), and you accept the obligation to promptly read new versions of the Whitepaper, which will be made available via the Website.
- (c) You have a good and sufficient experience and understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens, token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to understand these Terms and to appreciate the risks and implications of purchasing ABN.
- (d) If you are an individual, you are at least 18 years old and of sufficient legal age and capacity to purchase ABN, accept this Agreement and enter into a binding agreement with us. 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.
- (e) You have obtained sufficient information about ABN to make an informed decision to purchase ABN.
- (f) You understand that ABN confers only the potential future right to receive Services in the Ecosystem and confer no other rights of any form with respect to the Ecosystem or the Seller or any Group Entity, including, but not limited to, any voting, distribution,

redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights.

(g) You are purchasing ABN to participate in the Ecosystem on the ADIONA platform and to obtain services on the platform, as well as to support the objects of the Foundation, which include inter alia, the advancing, research, design and development of, and advocacy for a blockchain platform of registration, management and circulation, which can link assets in the real world with digital assets in the virtual world, which would create a decentralised credit system maintained by communities and enterprises whereby transactions are coded and recorded on the blockchain, independent of any external organisation or authority, and potentially receive Services in the Ecosystem at a future point in time. You are not purchasing ABN for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes.

(h) Your purchase of ABN complies with applicable law and regulation in your jurisdiction, and the law and regulation of any jurisdiction to which you may be subject, including, but not limited to: (i) legal capacity and any other threshold requirements for purchasing ABN, using ABN in the Ecosystem, and entering into contracts with us; (ii) any foreign exchange or regulatory restrictions applicable to such purchase; and (iii) any governmental or other consents that may need to be obtained.

(i) Your purchase of ABN shall be made in full compliance with any applicable tax obligations to which you may be subject in any relevant jurisdiction.

(j) If you are purchasing ABN on behalf of any entity or person, you are authorised to accept these Terms and enter into a binding agreement with us on such entity or person's behalf (references to "you" in these Terms refer to the entity or person on whose behalf you are authorised to purchase ABN).

(k) You are not a citizen, resident (tax or otherwise), domiciliary and/or green card holder or other similar certificate of residency of a country (A) which prohibits the purchase of any virtual currency, participation in token sales, or other similar activities, or (B) where it is likely that the sale of ABN would be construed as the sale of a security (howsoever named) or investment product (including without limitation the United States of America, Canada, New Zealand, People's Republic of China and the Republic of Korea) (each a Restricted Country), nor are you purchasing ABN from any Restricted Country, nor are you an entity (including but not limited to any corporation or partnership) incorporated, established or registered in or under the laws of a Restricted Country, nor are you purchasing ABN on behalf of any person or entity from a Restricted Country.

(l) You are not a citizen or resident of a geographic area in which access to or use of the Services is prohibited by applicable law, decree, regulation, treaty, or administrative act.

(m) If you are a legal entity or you are registering to use the Services on behalf of a legal entity, you further represent and warrant that (i) such legal entity is duly organised and validly existing under the applicable laws of the jurisdiction of its organisation, and (ii) you are duly authorised by such legal entity to act on its behalf.

(n) 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, or (v) any governmental or other consents that may need to be obtained.

(o) The contribution made to purchase ABN are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and you will not use ABN to finance, engage in, or otherwise support any unlawful activities. To the extent required by applicable laws and regulations, you shall fully comply with all



anti-money laundering and counter-terrorism financing requirements in all relevant jurisdictions.

(p) All contributions made to purchase ABN will be made only in your name, from a digital wallet or bank account (as the case may be) not connected to nor 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.

(q) Your net personal assets (excluding the value of your primary residence) exceed in value USD2,000,000 (or its equivalent in a foreign currency) or such other amount as may be notified by us to you and/or income in the preceding 12 months is not less than USD250,000 (or its equivalent in a foreign currency) or such other amount as may be notified by us to you, and we may be entitled to perform periodic reviews to verify such information and/or require you to execute such other declaration or document in connection with the same from time to time.

(r) Neither you (or any of your subsidiaries, any director or officer, or any employee, agent, or affiliate as the case may be) nor any person having a direct or indirect beneficial interest in you or ABN being acquired by you, or any person for whom you are acting as agent or nominee in connection with ABN, 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, 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") or is located, organised, citizen or resident in a country or territory that is, or whose government is, the subject of Sanctions.

(s) You are not purchasing ABN with a view to immediate sale or in connection with any distribution, in whole or in part. You will not, directly or indirectly, transfer ABN except in accordance with the applicable laws and the provisions hereof. You understand that you must bear the economic risk of your purchase of ABN for an indefinite period of time. You understand that to the extent ABN is security under the laws of any jurisdiction in which ABN is to be traded or the subject of transfers, such trades or transfers of ABN may be restricted by such laws, and that no market exists or is expected to develop for ABN.

(t) You shall not sell or transfer any ABN prior to procuring the purchaser's or transferee's agreement to these Terms.

(u) You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Services.

You hereby acknowledge that we have entered into this Agreement in reliance upon your representations and warranties being true, accurate, complete and non-misleading. The Seller makes no warranties or representations, express or implied, and provides no guarantees (in each case whether express or implied) that ABN shall confer any actual and/or exercisable rights of use, functionality, features, purpose or attributes in connection with the provision and receipt of the Services in the Ecosystem, and you acknowledge that you have not relied on or been induced by any warranties or representations made by us to enter into this Agreement.

## **APPLICABLE LAW AND DISPUTE RESOLUTION**

21. All questions concerning the construction, validity, enforcement and interpretation of these Terms shall be governed by and construed and enforced in accordance with the laws of Singapore (Applicable Law).

22. To resolve any dispute, controversy or claim between Parties arising out of or relating to these Terms, or the breach thereof, the Parties agree first to negotiate the issue in good faith for a period of not less than sixty (60) days following written notification of such controversy or claim to the other Party.

## **GOVERNING LAW AND JURISDICTION**

23. These Terms are governed by the laws of Singapore.

## **CONFIDENTIALITY**

24. You will hold, and will cause your affiliates, officers, directors, employees, accountants, counsel, consultants, advisors and agents to hold, in confidence, unless compelled to disclose by judicial or administrative process or by other requirements of law, all documents and information concerning ABN or us furnished to you or your affiliates in connection with the transactions contemplated by this Agreement, except to the extent that such information can be shown to have been (a) previously known on a nonconfidential basis by you, (b) in the public domain through no fault of you or (c) later lawfully acquired by you from sources other than us; provided that you may disclose such information to your officers, directors, employees, accountants, counsel, consultants, advisors and agents in connection with the transactions contemplated by this Agreement so long as such Persons are informed by you of the confidential nature of such information and are directed by you to treat such information confidentially. You shall be responsible for any failure to treat such information confidentially by such Persons. If this Agreement is terminated, you will, and will cause your affiliates, officers, directors, employees, accountants, counsel, consultants, advisors and agents to, destroy or deliver to us, upon request, all documents and other materials, and all copies thereof, obtained by you or your affiliates in connection with this Agreement that are subject to such confidence.

## **MISCELLANEOUS**

25. These Terms (including the Schedules hereto) constitute the entire agreement between you and us relating to your purchase of ABN from us. We may make changes to these Terms from time to time (in our sole discretion). If we make changes, we will post the amended Terms on the platform and/or the Website (as the case may be). The amended Terms will be effective immediately. We may assign our rights and obligations under these Terms without your consent. Upon incorporation of the Seller, you agree that the Agreement shall be assigned, novated or otherwise transferred by the Company to the Seller, and you hereby release the Company from all obligations hereunder. Our failure or delay to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. We will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control. Purchasing ABN from us does not create any form of partnership, joint venture or any other similar relationship between you and us. These Terms may be executed electronically. These Terms may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of these Terms. The Parties hereby 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 each Party (which each Party has read and understands); and in the event of conflict or ambiguity between the English language version and translated versions of these Terms, the English language version shall prevail. 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. 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. You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, will be provided in electronic form.