

HALADINAR TOKEN SALE AGREEMENT

HALADINAR

SELLER

HLD TECHNOLOGY PTE. LTD.

AND

BUYER

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HALADINAR TOKEN SALE AGREEMENT

IMPORTANT

PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY. THERE ARE RISKS ASSOCIATED WITH PURCHASING, HOLDING, AND/OR USING DIGITAL-ASSETS IN GENERAL, INCLUDING HALADINAR TOKENS. IN PURCHASING HALADINER TOKENS, YOU ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT IN ITS ENTIRETY AND WILL BE DEEMED TO HAVE READ, UNDERSTOOD, AND ACCEPTED THESE RISKS IN FULL.

This **Haladinar Token Sale Agreement** including the Schedule(s) and Annexure(s) (“**Agreement**”), which is available at Haladinar.io (the “**Website**”) governs the terms and conditions of your acquisition of Haladinar digital tokens issued by us (the “**Haladinar Tokens**”).

This Agreement is between you or the entity you represent (“**Buyer**” or “**you**”) and **HLD TECHNOLOGY PTE. LTD.** (UEN 201821899N) (“**Company**” or “**we**” or “**us**”), a private limited liability company incorporated in Singapore (each, a “**Party**” and collectively, “**Parties**”).

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

ACCEPTANCE OF TERMS

1. Binding Agreement. This Agreement shall be effective and binding on the Parties on the date of (a) execution of this Agreement by signing the **Purchase Order** annexed hereto as **Annex A** or such later date as the parties may mutually agree in writing, and upon Company’s receipt of payment from Buyer, such payment terms and details to be specified to Buyer in writing; or (b) Buyer’s confirmation on the check box on the relevant purchase form in the Website indicating that Buyer has read and agreed to the terms of this Agreement, and upon Company’s receipt of payment from Buyer, such payment terms and details to be specified to Buyer in writing (the “**Effective Date**”). Buyer agrees to be bound on this basis, and confirms that Buyer has read in full and understands and agrees to the terms of this Agreement.
2. Website’s Terms of Use. Company has established the terms and conditions of use, as may be amended from time to time, for the Website located at Haladinar.io (the “**Terms of Use**”), which are hereby incorporated by reference. Buyer has read, understands and agrees to those terms.
3. White Paper. Company has prepared a white paper and other materials concerning the sale of Haladinar Tokens and Company’s proposed blockchain project (the “**Project**”), which is available at Haladinar.io (the “**White Paper**”), and the contents thereof maybe amended from time to time at the discretion of Company. Save as otherwise stated, no information contained in or on, and no part of, the White Paper or any other information or document shall constitute part of this Agreement, and no representations, warranties or undertakings are or are intended or purported to be given by Company in respect of any information contained in or on, or any part of, the White Paper or any other information or document.
4. Token Sale Procedures and Specifications. Important information about the procedures of Haladinar’s token sale is provided in the **Schedule** to this Agreement. By purchasing Haladinar Tokens, you acknowledge that you understand and have no objection to these procedures and material specifications. If you do not agree to any part of the Agreement, please refrain from purchasing any Haladinar Tokens.

RESTRICTION ON SALES IN CERTAIN COUNTRIES

5. Haladinar Tokens are not being offered or distributed to any citizen/resident of, or a person located or domiciled in, a Restricted Country (“**Restricted Person**”). A “**Restricted Country**” refers to any country that, as at the date this Agreement becomes effective in accordance with Clause 1 (“**Effective Date**”) and in purchasing Haladinar Tokens, has restricted the sale, issuances, or utilization of digital currency in such country, and, for the purposes of this Agreement, shall include

the United States of America, China and South Korea. If you are a Restricted Person and attempt to purchase Haladinar Tokens from us, we shall not be liable in any way whatsoever to you, and reserve the right to take all necessary action to avoid any liability as a result of your attempted purchase, including cancelling your token purchase. Buyer hereby represents to us that, as at the date of this Agreement and in purchasing Haladinar Tokens, Buyer is not a Restricted Person.

HALADINAR TOKENS

6. Purpose. The Haladinar Tokens are cryptographically secured representation of a token-holder's rights to utilize the Haladinar Tokens on the Project. The Haladinar Tokens do not have any rights, uses, purpose, attributes, functionalities or features, express or implied, outside of the White Paper. Although Haladinar Tokens may be tradable in the future, they are not an investment, currency, security, commodity, a swap on a currency, security or commodity, or any other kind of financial instrument, and does not represent an interest in Company.

7. Company's Use of Proceeds. Buyer acknowledges and understands that the proceeds from the sale of the Haladinar Tokens will be utilized by Company in its sole discretion, as described in the White Paper.

TOKEN DISTRIBUTION

8. Allocation and Distribution of Tokens. Company intends to (but with no obligation whatsoever) allocate and distribute Haladinar Tokens (the "**Token Distribution**") in accordance with the White Paper, including without limitation, that the distribution will take place over several months with earlier buyers receiving more Haladinar Tokens for the same amount paid. Company will provide specific procedures and specifications on how Buyer may purchase Haladinar Tokens through the Website and/or this Agreement, and such procedures and specifications may be amended or modified by Company from time to time and published in the Website and/or this Agreement. By purchasing Haladinar Tokens, Buyer acknowledges, understands and has no objection to such procedures and specifications. Failure to use the Website and follow such procedures and specifications may result in Buyer not receiving any Haladinar Tokens. A Buyer of Haladinar Tokens may lose some or all of the amounts paid for Haladinar Tokens. The receipt or purchase of Haladinar Tokens through any other means other than through the Website are not sanctioned or agreed to in any way by Company.

9. Allocation and Sale to Company Parties. Buyer understands and consents to the participation of Company's past, present and future employees, officers, directors, contractors, consultants, equity holders, advisors, suppliers, vendors and service providers (collectively referred to as the "**Company Parties**", each a "**Company Party**") in the purchase of Haladinar Tokens, including persons who may work on the development and implementation of the Project or who may work for Company's future businesses that Company may establish with a portion of the proceeds from the Token Distribution.

ELIGIBILITY

10. KYC Process. Buyer will be subjected to "know your customer" ("**KYC**") verification and security checks and agrees to provide his personal information, including name, date of birth, identity number, address, email, telephone number, his ultimate beneficiary's particulars (if any), and any identity verification documents reasonably requested by Company within 5 Business Days.

NO REPRESENTATIONS, WARRANTIES AND OTHERS

11. No Representations, Warranties. Company makes no representations or warranties, express or implied, including, without limitation, any warranties of title or implied warranties of merchantability or fitness for a particular purpose with respect to the Haladinar Tokens or their utility, or the ability of anyone to purchase or use the Haladinar Tokens. Without limiting the foregoing, none of Company Parties represent or warrant that the process of purchasing and/or receiving the Haladinar Tokens will be uninterrupted or error-free or that the Haladinar Tokens are reliable and error-free. As a result, Buyer acknowledges and understands that there is a risk that Buyer may not receive the Haladinar Tokens and may lose the entire amount Buyer paid to Company. Where applicable, Buyer shall provide an accurate digital wallet address to Company for receipt of any Haladinar Tokens distributed to Buyer by Company.

12. Not an Offering of Securities, Commodities, or Swaps. The sale of Haladinar Tokens and the Haladinar Tokens themselves are not securities, commodities, swaps or a financial instrument of any kind. Purchases and sales of Haladinar Tokens are not subject to the protection of any laws governing those types of financial instruments, including but not limited to the Securities and Futures Act (Cap 289). This Agreement and all other documents referred to in this Agreement including the White Paper do not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap.

13. Not an Investment. Buyer should not purchase Haladinar Tokens for investment purposes. Haladinar Tokens are not designed for investment purposes and should not be considered as a type of investment. Buyer acknowledges, understands and agrees that Buyer should not expect and there is no guarantee or representation or warranty by Company that:

13.1. the Project will ever be adopted;

13.2. the Project will be adopted as developed by Company and not in a different or modified form;

13.3. a blockchain utilizing or adopting the Project will ever be launched; and

13.4. a blockchain will ever be launched with or without changes to the Project.

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

SECURITY AND DATA; TAXES

15. Security and Data Privacy

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

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

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

REPRESENTATIONS AND WARRANTIES OF BUYER

17. By purchasing Haladinar Tokens, Buyer represents and warrants to Company that:

- 17.1. Authority. Buyer has all requisite power and authority to enter into, execute and deliver this Agreement, to use and purchase Haladinar Tokens, and to carry out and perform its obligations under this Agreement.
- 17.1.1. If an individual, Buyer is at least 21 years old and of sufficient legal age and capacity to purchase Haladinar Tokens.
- 17.1.2. If a legal person, Buyer is duly organized, validly existing and in good standing under the laws of its domicile jurisdiction and each jurisdiction where it conducts business.
- 17.2. No Conflict. The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice: (a) any provision of Buyer's organizational documents, if applicable; (b) any provision of any judgment, decree or order to which Buyer is a party, by which it is bound, or to which any of its material assets are subject; (c) any material agreement, obligation, duty or commitment to which Buyer is a party or by which it is bound; or (d) any laws, regulations or rules applicable to Buyer.
- 17.3. No Consents or Approvals. The execution and delivery of, and performance under, this Agreement require no approval or other action from any governmental authority or person other than Buyer.
- 17.4. Buyer Knowledge and Risks of Project. Buyer has sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, to be able to evaluate the risks and merits of Buyer's purchase of Haladinar Tokens, including but not limited, to the matters set forth in this Agreement, and is able to bear the risks thereof, including loss of all amounts paid, loss of Haladinar Tokens, and liability to the Company Parties and others for its acts and omissions, including those acts and omissions constituting breach of this Agreement, negligence, fraud or willful misconduct. Buyer has obtained sufficient information in order to make an informed decision to purchase Haladinar Tokens.
- 17.5. Funds & Payments
- 17.5.1. Funds. The funds, including any fiat, virtual currency or cryptocurrency, that Buyer uses to purchase Haladinar Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Buyer will not use the Haladinar Tokens to finance, engage in, or otherwise support any unlawful activities.
- 17.5.2. Payments. All payments by Buyer under this Agreement will be made only in Buyer's name, from a digital wallet or bank account not located in a country or territory that has been designated as a "non-cooperative country or territory" by the Financial Action Task Force, and is not a "shell financial institution" as defined by the Monetary Authority of Singapore (MAS) in MAS Notice 626 (2015), or any such regulations as may be promulgated from time to time.
- 17.6. Miscellaneous Regulatory Compliance
- 17.6.1. Anti-Money Laundering; Counter-Terrorism Financing. To the extent required by applicable law, Buyer complies with all anti-money laundering and counterterrorism financing requirements.
- 17.6.2. Sanctions Compliance. Neither Buyer, nor any person having a direct or indirect beneficial interest in Buyer or Haladinar Tokens being acquired by Buyer, or any person for whom Buyer is acting as agent or nominee in connection with Haladinar Tokens, is the subject of sanctions administered or enforced by any country or government (collectively, "Sanctions") or is

organized or resident in a country or territory that is the subject of countrywide or territory-wide Sanctions.

DISCLAIMERS

18. Buyer expressly acknowledges, understands and agrees that Buyer is purchasing Haladinar Tokens at the Buyer's sole risk and that Haladinar Tokens are each provided, used and acquired on an "**AS IS**" and on an "**AS AVAILABLE**" basis without representations, warranties, promises or guarantees whatsoever of any kind by Company and Buyer shall rely on his own examination, due diligence and investigation thereof.

19. (A) COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; AND (B) WITH RESPECT TO THE HALADINAR TOKENS; THE COMPANY SPECIFICALLY DOES NOT REPRESENT OR 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.

RISKS

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

- 20.1. No Rights, Functionality or Features. Haladinar Tokens have no rights, uses, purpose, attributes, functionalities or features, express or implied, outside the Project.
- 20.2. Haladinar Project. Buyer should not purchase Haladinar Tokens in reliance on the Project because Haladinar Tokens may not be usable on the Haladinar Platform and do not entitle Buyer to anything with respect to the Haladinar Platform.
- 20.3. Purchase Price Risk. Company makes no guarantees as to the price of Haladinar Tokens purchased by Buyer nor the price per Haladinar Token determined each period by the market will be equal to or higher. There is the possibility that the price per Haladinar Token will fall below the price paid by initial buyers of Haladinar Tokens.
- 20.4. Blockchain Delay Risk. On the Ethereum blockchain (or such other platform which is utilised for Project), timing of block production is determined by proof of work so block production may occur at random times. Buyer acknowledges and understands that the Ethereum blockchain may not include the Buyer's transaction at the time Buyer expects and Buyer may not receive Haladinar Tokens the same day Buyer sends ETH or BTC (as the case may be).
- 20.5. Blockchain. The Ethereum blockchain is prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the Ethereum network in an attempt to gain an advantage in purchasing cryptographic tokens. Buyer acknowledges and understands that Ethereum block producers may not include Buyer's transaction when Buyer wants or Buyer's transaction may not be included at all.
- 20.6. Token Security. Haladinar Tokens may be subject to expropriation and/or theft. Hackers or other malicious groups or organizations may attempt to interfere with the Haladinar Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the blockchain platform rests on open source software and Haladinar Tokens are based on open source software, there is the risk that the blockchain smart contracts may contain intentional or unintentional bugs or weaknesses which may negatively affect the Haladinar Tokens or result in the loss of Buyer's Haladinar Tokens, the loss of Buyer's ability to access or control

Buyer's Haladinar Tokens or the loss of ETH or BTC (as the case may be) in Buyer's account. In the event of such a software bug or weakness, there may be no remedy and holders of Haladinar Tokens are not guaranteed any remedy, refund or compensation.

- 20.7. Ability to Transact or Resell. Buyer may be unable to sell or otherwise transact in Haladinar Tokens at any time, or for the price Buyer paid. By purchasing Haladinar Tokens, Buyer acknowledges, understands and agrees that: (a) Haladinar Tokens may have no value; (b) there is no guarantee or representation of liquidity for the Haladinar Tokens; and (c) Company is not and shall not be responsible for or liable for the market value of Haladinar Tokens, the transferability and/or liquidity of Haladinar Tokens and/or the availability of any market for Haladinar Tokens through third parties or otherwise.
- 20.8. Access to Private Keys. Haladinar Tokens purchased by Buyer may be held by Buyer in Buyer's digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with Buyer's digital wallet or vault storing Haladinar Tokens will result in loss of such Haladinar Tokens, access to Buyer's Haladinar Token balance and/or any initial balances in blockchains created by third parties. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service Buyer uses, may be able to misappropriate Buyer's Haladinar Tokens. Company is not responsible for any such losses.
- 20.9. New Technology. The Project and all of the matters set forth in the White Paper are new and untested. The Project might not be capable of completion, implementation or adoption. It is possible that no blockchain utilizing the Project will ever be launched and there may never be an operational platform. Even if the Project is completed, implemented and adopted, it might not function as intended, and any tokens associated with a blockchain adopting the Project may not have functionality that is desirable or valuable. Also, as the relevant technology is changing rapidly, so the Haladinar Tokens and the Project may become outdated.
- 20.10. Reliance on Third-Parties. Even if completed, the Project will rely, in whole or partly, on third parties to adopt and implement it and to continue to develop, supply, and otherwise support it. There is no assurance or guarantee that those third parties will complete their work, properly carry out their obligations, or otherwise meet anyone's needs, all of which might have a material adverse effect on the Project.
- 20.11. Failure to Map a Public Key to Buyer's Account. Failure of Buyer to map a public key to Buyer's account may result in third parties being unable to recognize Buyer's Haladinar Token balance on the Ethereum blockchain.
- 20.12. Changes to the Project. The Project is still under development and may undergo significant changes over time. Although Company intends for the Project to have the features and specifications set forth in the White Paper, Company may make changes to such features and specifications for any number of reasons, any of which may mean that the Project does not meet Buyer's expectations.
- 20.13. Project Completion. The development of the Project may be abandoned for a number of reasons, including, but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.
- 20.14. Exchange & Counterparty Risks. If Buyer chooses to maintain or hold Haladinar Tokens through a cryptocurrency exchange or other third party, Buyer's Haladinar Tokens may be stolen or lost. By purchasing Haladinar Tokens, Buyer acknowledges and agrees that Buyer holds Haladinar Tokens on a cryptocurrency exchange or with another third party at Buyer's own and sole risk.
- 20.15. Lack of Interest. Even if the Project is finished, launched and adopted, the ongoing success of the Project relies on the interest and participation of third parties. There can be no assurance or guarantee that there will be sufficient interest or participation in the Project.

- 20.16. Uncertain Regulatory Framework. The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact Haladinar Tokens in various ways, including, for example, through a determination that Haladinar Tokens are regulated financial instruments that require registration. Company may cease the distribution of Haladinar Tokens, the development of the Project or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.
- 20.17. Risk of Government Action. The industry in which Company operates is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of Company and/or pursue enforcement actions against Company. Such governmental activities may or may not be the result of targeting Company in particular. All of this may subject Company to judgments, settlements, fines or penalties, or cause Company to restructure its operations and activities or to cease offering certain products or services, all of which could harm Company's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the Haladinar Tokens and/or the development of the Project.

LIMITATION OF LIABILITY & INDEMNITY

21. Limitation of Liability. To the fullest extent permitted by applicable law, Buyer disclaims any right or cause of action against Company of any kind in any jurisdiction that would give rise to any damages whatsoever, on the part of Company. Company shall not be liable to Buyer for any type of damages, whether direct, indirect, incidental, special, punitive, consequential or exemplary (including damages for lost profits, goodwill, use or data), even if and notwithstanding the extent to which Company has been advised of the possibility of such damages. Buyer agrees not to seek any refund, compensation or reimbursement from a Company Party, regardless of the reason, and regardless of whether the reason is identified in this Agreement.

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

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

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

25. Indemnity

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

- 25.2. Company reserves the right to exercise sole control over the defence, at Buyer's expense, of any claim subject to indemnification under this Clause 25. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Buyer and Company.

NO OTHER RIGHTS CREATED

26. No Claim, Loan or Ownership Interest. The purchase of Haladinar Tokens: (a) does not provide Buyer with rights of any form with respect to Company or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights; (b) is not a loan to Company; and (c) does not provide Buyer with any ownership or other interest in Company.
27. Intellectual Property. Company retains all right, title and interest in all of Company's intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. Buyer may not use any of Company's intellectual property for any reason without Company's prior written consent.

DISPUTE RESOLUTION

28. Informal Dispute Resolution. Buyer and Company shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a "**Dispute**"). If the Parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all Parties, such Dispute shall be finally settled by Binding Arbitration as defined in Clause 29 below.

29. Binding Arbitration. Any Dispute not resolved within 90 days as set forth in Clause 28 above shall be referred to and finally resolved by arbitration in Singapore 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 Clause. The seat of the arbitration shall be Singapore. The arbitration tribunal shall consist of one (1) arbitrator appointed by the Chairman of SIAC. The language of arbitration shall be in English. The procedural law governing such arbitration shall be the law of Singapore.

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

MISCELLANEOUS

31. Assignment. Buyer shall not assign this Agreement without the prior written consent of Company. Any assignment or transfer in violation of this 31 will be void. Company may, in its sole discretion, assign this Agreement to an affiliate. Subject to the foregoing, this Agreement, and the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

32. Governing Law. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of Singapore, without giving effect to its principles or rules of conflict of laws.

33. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by Company about the Haladinar Tokens or the Project.

34. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the provision shall be modified to make it valid and, to the extent possible, effectuate the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

35. Modification of Agreement. Company may modify this Agreement at any time by posting a revised version on the Website. The modified terms will become effective upon posting. It is Buyer's responsibility to check the Website regularly for modifications to this Agreement.

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

37. Termination of Agreement; Survival. This Agreement will terminate upon the completion of all sales in the Haladinar Token Distribution. Company reserves the right to terminate this Agreement, in its sole discretion, in the event that Buyer breaches this Agreement. Upon termination of this Agreement: (a) all of Buyer's rights under this Agreement immediately terminate; (b) Buyer is not entitled to a refund of any amount paid; and (c) Clauses 15 to 42 will continue to apply in accordance with their terms.

38. No Partnership. Nothing in this Agreement and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties.

39. No Agency. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose.

40. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

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

42. Third Party. A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act, Cap. 53B to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

INTERPRETATION

43. In this Agreement, unless the context otherwise requires:

- a) "**Business Day**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks are open for business in Singapore.;
- b) headings do not affect interpretation;
- c) singular includes plural and plural includes singular;
- d) words of one gender include any gender;

- e) reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- f) reference to a person includes a corporation, joint venture, association, government body, firm and any other entity;
- g) reference to a party includes that party's personal representatives, successors and permitted assigns;
- h) reference to a thing (including a right) includes a part of that thing;
- i) reference to two or more persons means each of them individually and any two or more of them jointly;
- j) if a party comprises two or more persons:
 - i. reference to a party means each of the persons individually and any two or more of them jointly;
 - ii. a promise by that party binds each of them individually and all of them jointly;
 - iii. a right given to that party is given to each of them individually;
 - iv. a representation, warranty or undertaking by that party is made by each of them individually;
- k) a provision must not be construed against a party only because that party prepared it.

ACKNOWLEDGEMENTS

By purchasing Haladinar Tokens, Buyer acknowledges, understands and agrees:

- ❖ **BINDING AGREEMENT:** Buyer understands and agrees that Buyer is subject to and bound by this Agreement by virtue of Buyer's purchase of Haladinar Tokens.
- ❖ **HALADINAR TOKENS HAVE NO RIGHTS, USES OR ATTRIBUTES** outside of the purposes of the Project.
- ❖ **PURCHASE OF HALADINAR TOKENS ARE NON-REFUNDABLE AND CANNOT BE CANCELLED.**
- ❖ **COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL HALADINAR TOKEN PURCHASE REQUESTS AT ANY TIME IN ITS SOLE DISCRETION.**
- ❖ **PEOPLE WHO PURCHASE TOKENS EARLIER THAN YOU MAY RECEIVE MORE TOKENS FOR THE AMOUNT PAID.**
- ❖ **PLEASE READ THE RISKS** set forth in this Agreement carefully before purchasing the tokens.

CAUTION: HALADINAR TOKENS ARE NOT SECURITIES OR A COLLECTIVE INVESTMENT SCHEME AND DO NOT GRANT (A) THE BUYER ANY VOTING OR OWNERSHIP RIGHTS; (B) ANY RETURN ON INVESTMENT; OR (C) ANY PROFIT OR PASSIVE INCOME FROM OWNERSHIP OF THE TOKENS

SCHEDULE

TOKEN SALE PROCEDURES AND SPECIFICATIONS

1. COMMENCEMENT, DURATION, AND COMPLETION OF TOKEN SALE (“SALE PERIOD”)

1.1 Sale Period

The Sale Period comprises of two phases, namely:

- (a) a private sale period, where a limited number of persons, as determined by Company may purchase Haladinar Tokens (the “**Private Sale Period**”); and
- (b) a public sale period, where members of the public may purchase Haladinar Tokens (the “**Public Sale Period**”).

The commencement and end of the indicative Private Sale Period, the white listing period and the commencement and end of the indicative Public Sale Period and all of its relevant details are as set out in the Website.

1.2 Early Closure Time

Company may end the indicative Public Sale Period earlier if the aggregate payments for all confirmed purchases of Haladinar Tokens during the Sale Period (excluding any purchase by you hereunder) exceeds the **Total Sale Target**. The “**Total Sale Target**” is such amount as Company may determine in its sole and absolute discretion as set out in the latest White Paper.

1.3 Sale of Haladinar Tokens only during Sale Period

Company will only sell Haladinar Tokens during the Sale Period.

2. PROCEDURES FOR BUYING AND RECEIVING HALADINAR TOKENS

Unless otherwise stated, you may only make purchases of Haladinar Tokens through the Website and no other website or place. In the event that you make any purchase of Haladinar Tokens through any website or place other than the Website:

- (a) Company shall have no obligation to deliver, and you shall have no right to receive, any Haladinar Tokens;
- (b) Company shall have no obligation to provide, and you shall have no right to receive, any refund for any part of the payments made by you through such other website or place; and
- (c) Company shall have no obligations in any manner or form to you in respect of such purchase.

3. PURCHASES IN VIOLATION OF LAWS AND DOUBLE SPENDING

In the event that Company discovers, at any time after your acceptance of the Agreement and prior to the delivery of Haladinar Tokens in accordance with **Paragraph 5 of this Schedule**, that your purchase of Haladinar Tokens is determined to be in violation of any applicable law or that you had attempted to double spend (as defined below) in making Payment, you acknowledge and agree, regardless of whether such purchases are reflected as validated and verified on the relevant blockchain, that:

- (a) any such payment as made by you and received by Company for such purchase and/or such attempted purchase shall be released and transferred to such address of a relevant virtual currency wallet as may be designated by Company for purposes of receipt of the same and such received payment shall be utilised by Company for

purposes of development of its blockchain based systems and blockchain technology in relation to the Project, or such other purposes as Company may in its sole and absolute discretion determine;

- (b) Company shall have no obligation to provide, and you shall have no right to receive, any refund for any payment made by you and received by Company;
- (c) Company shall not be obliged to deliver any Haladinar Tokens to you and shall have no obligations in any form or manner whatsoever to you in respect of such purchase; and
- (d) you hereby waive all rights, claims and/or courses of action (present or future) under law (including any tortious claims) or contract against Company in connection with or arising from such purchase, and shall further hold harmless, Company and/or Company Parties from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by Company in connection with or arising from such purchase.

An attempt to “**double spend**” means an attempt to undertake 2 (two) different transactions on any virtual currency network and spend the same account balance on each of the transactions.

IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT YOUR PURCHASE OF HALADINAR TOKENS IS NOT IN VIOLATION OF ANY APPLICABLE LAW AND THAT THERE IS NO ATTEMPT TO DOUBLE SPEND.

4. OBLIGATION TO ESTABLISH AND MAINTAIN DIGITAL CURRENCY WALLET AND ADDRESS

4.1 Digital Currency Wallet for Payment

Except for payments in fiat, for purposes of your payment in the token sale, you shall establish and maintain, in fully operational, secure and valid status, such digital currency wallet as may be compatible with such digital currency used for your payment, the address of such wallet and keys to such wallet which are in your possession and with which you are able to sign the address of the digital currency wallet referred to in **Paragraph 4.2 of this Schedule** for proof of address in accordance with **Paragraph 4.3 of this Schedule**.

4.2 Digital Currency Wallet for Receipt of Haladinar Tokens

For purposes of your receipt of Haladinar Tokens in accordance with **Paragraph 5.1 of this Schedule**, you shall establish and maintain, in fully operational, secure and valid status, a digital currency wallet which adheres to and supports the Haladinar Tokens, the address of such wallet and keys to such wallet which are in your possession.

4.3 Other Digital Currency Wallet Requirements

You shall also provide to Company through the Website at the time when making payment:

- (a) the address of the digital currency wallet as referred to in **Paragraph 4.2 of this Schedule**; and
- (b) proof of your ownership of such address by signing such address with the same private key of the digital currency wallet for such digital currency.

4.4 No rights, claims, causes of action, refund or delivery

In the event of any loss, hack or theft of digital currencies from any of the digital currency wallets referred to in **Paragraphs 4.1 to 4.3 of this Schedule**, you acknowledge and confirm that you shall have no right(s), claim(s) or causes of action in any way whatsoever against Company and/or Company Parties.

Company has no obligation to provide you with any refund under the Agreement.

5. DELIVERY OF PURCHASED HALADINAR TOKENS

Company shall use all reasonable endeavours to deliver the purchased Haladinar Tokens, as soon as practicable after the Sale Period, to such address of a digital currency wallet as may be provided to Company in accordance with **Paragraph 4.3 of this Schedule**.

Haladinar Tokens shall be deemed to be received by you upon validation and verification of receipt of Haladinar Tokens in the digital currency wallet as aforesaid.

The delivery of Haladinar Tokens to you shall only be made on satisfaction of all, and not only some, of the following:

- (a) payment in full for your purchase of Haladinar Tokens being received by Company;
- (b) the digital currency wallets referred to in **Paragraphs 4.1 and 4.2 of this Schedule** being maintained in fully operational, secure and valid status;
- (c) the address of a digital currency wallet and proof of ownership thereof being provided to the Company in accordance with **Paragraph 4.3 of this Schedule**; and
- (d) validation and verification of payment for such purchase on the relevant blockchain.

You acknowledge and confirm that you shall have no right(s), claim(s) or causes of action in any way whatsoever against Company and/or Company Parties in the delivery of Haladinar Tokens to you pursuant to this **Paragraph 5 of this Schedule**.

HALADINAR TOKEN PURCHASE ORDER

BUYER'S PARTICULARS

Name : _____

ID No. : _____

Address : _____

Telephone : _____

Email : _____

TOKEN ORDER

AMOUNT (USD) : _____

ALLOCATED TOKEN : _____

EXECUTION BY PARTIES

SIGNED BY **BUYER**)
) _____

SIGNED BY **COMPANY**)
) _____