

VELO 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 VELO (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 VELO, OR BY CONTINUING TO HOLD OR USE VELO 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 WE HAVE 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 VELO Tokens (**VELO**) from **Black Apple Foundation Ltd.**, a Foundation incorporated in the Republic of Singapore (the **Seller, we, or us**), as well as continued holding and/or usage of VELO 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 <http://velo.org/> (the **Website**). By accessing or using the Website, purchasing VELO (whether through an intermediary or otherwise), or continuing to hold or use VELO, 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 VELO (whether through an intermediary or otherwise) or continue to hold or use VELO. We shall be under no obligation to maintain a copy of these Terms on the Website after the sale of VELO, 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

VELO is a cryptographic utility token. The purpose of VELO is to facilitate the participation in the VELO platform (the **VELO Platform**) which, when fully developed, is envisaged to be a decentralized user-centric P2P payment platform which eliminates all third party payment providers in the retailer – customer relationship, and able to connect retailers and consumers directly in a decentralized, transparent and fair ecosystem. The VELO Platform 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 computerized consensus protocol based on which a public transaction ledger is generated.

VELO is designed to be the only mechanism by which a user may obtain access to certain products and services on the VELO Platform (when the same is completed and deployed), and further, VELO is to be paid to users as incentives for maintenance of the VELO Platform. For each exchange of services or products on the VELO Platform, the costs are to be quantified in VELO and paid to the VELO Platform and/or the other party providing the service. The following features are planned for VELO: (i) all transactions on the VELO Platform will be executed with VELO, whereby buyers send retailers VELO via the payment smart contract, and these VELO will be held by the VELO Platform until the completion of the exchange of services and goods has been confirmed at which time the smart contract will release the VELO to the recipient's address if there are no disputes, (ii) every user in the network the opportunity to earn VELO through the provision of various services for the maintenance and growth of VELO Platform, such as referral programs and arbitration of disputes, (iii) the VELO Platform will encourage participation by offering rewards in the form of VELO to incentivize participants to make a decision that is in the best interest of all parties involved.

VELO is an integral and indispensable part of the VELO Platform because in the absence of VELO, there would be no common unit of exchange for goods and services, thus rendering the ecosystem on the VELO Platform unsustainable. The ownership of VELO 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 VELO as a means to enable usage of and interaction with the VELO Platform, upon the successful development and deployment of the VELO Platform. VELO is sold as a consumable virtual good, and does not have any functionality or utility outside the ecosystem on the VELO Platform – accordingly it is not necessarily merchantable and does not necessarily have any other use or value. The ecosystem on the VELO Platform is structured as a "closed system" insofar as the usage of VELO is concerned.

You understand and accept that VELO:

- a. may only be utilised on the VELO Platform, 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, shares, ownership right or stake, share or security, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights or equivalent rights, or intellectual property rights or any other form of participation in or relating to the VELO Platform, 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 or any other kind of financial instrument or investment;

- d. 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;
- e. does not provide you with any ownership or other interest in any Group Entity;
- f. is not any form of financial derivative;
- g. is not any form of commercial paper or negotiable instrument;
- h. will not entitle token holders to any promise of fees, revenue, profits or investment returns, nor should there be any such expectation;
- i. 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;
- j. is not any commodity or asset that any person is obliged to redeem or purchase;
- k. is not for speculative investment;
- l. is not intended to constitute securities in Singapore or any relevant jurisdiction;
- m. does not result in any mutual covenants, or agreement to rights and obligations, being entered into between you and other holders of VELO *inter se*; and
- n. is subject to limitations and conditions in these Terms and all applicable policies as may be published from time to time on the VELO Platform.

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

IN PARTICULAR, PLEASE NOTE THAT WE ARE IN THE PROCESS OF UNDERTAKING LEGAL AND REGULATORY ANALYSIS OF THE FUNCTIONALITY OF VELO. FOLLOWING THE CONCLUSION OF THIS ANALYSIS, THERE MAY BE CHANGES TO THE INTENDED FUNCTIONALITY OF VELO IN ORDER TO ENSURE COMPLIANCE WITH ANY LEGAL OR REGULATORY REQUIREMENTS TO WHICH WE ARE OR VELO IS SUBJECT. IN THE EVENT OF ANY CHANGES TO THE INTENDED FUNCTIONALITY OF VELO, 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 VELO (whether through an intermediary or otherwise), and continued holding and/or usage of VELO is governed solely by these Terms. New terms or policies may be published from time to time on the VELO Platform at our sole discretion.

The sale of VELO 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. Any potential future usage of VELO

in connection with providing or receiving services or the usage of the VELO Platform (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 VELO Platform and/or Website, if the services and VELO Platform is successfully completed and deployed. We 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 VELO Platform / 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 VELO Platform shall prevail with respect to any issues relating to the usage of VELO in connection with the VELO Platform.

We reserve the right to require you to provide us with your personal details (including without limitation correct name, address and details of the digital wallet from which you have sent the funds), and it is your responsibility to provide correct details. Failure to provide this information will prevent us from transferring VELO to your digital wallet.

3. CANCELLATION AND REFUSAL AT SELLER'S DISCRETION

You shall be deemed to have made an offer to purchase VELO from us on these Terms upon our safe receipt (i.e. confirmed by the relevant blockchain / network and freely made available for transfer by us) of the relevant virtual currency transferred to the correct digital wallet address (as notified to you or otherwise published by us), and we reserve the right to refuse, cancel or accept any offers to purchase VELO (without giving reasons) at any time in our sole discretion (including without limitation in connection with any failure to complete know-your-customer, anti-money laundering and counter terrorist financing checks prescribed by us).

Your purchase of VELO (whether through an intermediary or otherwise) from the Seller is final, and you waive any rights to be refunded any amounts which you have paid to us in exchange for VELO or to cancel any purchase (whether through an intermediary or otherwise) of VELO, Provided Always that in the event of an adverse change of the regulatory environment, we shall (at our sole discretion) be entitled to cancel all issued VELO and repay the price (in the same currency or virtual currency, as the case may be) that you pay for VELO (less fees and expenses incurred in connection with the development of the VELO Platform).

4. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

You acknowledge and agree that there are numerous risks associated with purchasing VELO, holding VELO, and using VELO for participation in the VELO Platform. If you have any queries or require any clarification regarding these risks, please contact us at support@velo.org.

YOU CLEARLY UNDERSTAND THAT BLOCKCHAIN AND VIRTUAL CURRENCIES / TOKENS, INCLUDING WITHOUT LIMITATION ETHEREUM, BITCOIN, NEO and QTUM, 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 VELO, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THE FOLLOWING RISKS:

a. Security

You are responsible for implementing reasonable measures for securing the digital wallet, vault or other storage mechanism you use to receive and hold VELO 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 VELO. We cannot be responsible for, and are technologically unable to recover, any such losses.

b. Risks associated with the Blockchain Protocol

Given that VELO and the VELO Platform 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 VELO and/or the VELO Platform. Moreover, advances in cryptography, or technical advances (including without limitation development of quantum computing), could present unknown risks to VELO and/or the VELO Platform by rendering ineffective the cryptographic consensus mechanism that underpins that blockchain protocol.

c. Insufficient Information

The VELO Platform 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 VELO Platform has been prepared with the then up-to-date key information of the VELO Platform, it is not absolutely complete and is subject to adjustments and updates from time to time for optimal development and growth of the VELO Platform and/or ecosystem on the VELO Platform. We are unable, nor obliged, to keep you closely posted on every detail of the development of the VELO Platform (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 VELO Platform that may emerge from time to time. Due to the nature of the project to develop the VELO Platform, you accept that such insufficiency of information disclosure is inevitable and reasonable.

d. Security weaknesses.

Hackers or other malicious groups or organisations may attempt to interfere with VELO and/or the VELO Platform 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 VELO and/or the VELO Platform, which could negatively affect VELO and/or the VELO Platform.

e. Risks associated with markets for VELO

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

VELO 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. We are not responsible for, nor do we pursue, the circulation and trading of VELO on any market. Trading of VELO will merely depend on the consensus on its value between the relevant market participants. No one is obliged to purchase any VELO from any holder of VELO, including the purchasers, nor does anyone guarantee the liquidity or market price of VELO to any extent at any time. Furthermore, VELO 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 VELO may be in violation of applicable laws. Accordingly, we cannot ensure that there will be any demand or market for VELO, or that the price you pay for VELO is indicative of any market valuation or market price for VELO.

Any secondary market or exchange for trading VELO would be run and operated wholly independently of the Group Entities, the sale of VELO and the VELO Platform. No Group Entity will create such secondary markets nor will it act as an exchange for VELO. Even if secondary trading of VELO 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 VELO (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 VELO, and/or diminish to zero.

f. Risk of Uninsured Losses

VELO 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 us, to offer recourse to you.

g. Uncertain Regulations and Enforcement Actions

The regulatory status of VELO 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 cryptocurrency or cryptocurrency 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 VELO and/or the VELO Platform. Regulatory actions could negatively impact VELO and/or the VELO Platform 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.

h. Taxation risks

The tax characterisation of VELO is uncertain. You must seek your own tax advice in connection with the purchase, holding and/or usage of VELO, which may result in adverse tax

consequences to you, including withholding taxes, income taxes and tax reporting requirements.

i. Competitors

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

j. Insufficient Interest

It is possible that the VELO Platform 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 VELO Platform). Such a lack of use or interest could negatively impact the development of the VELO Platform and therefore the potential utility of VELO.

k. Risk of Dissolution of the Seller, any Group Entity or the VELO Platform

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 cryptographic and fiat currencies, decrease in the utility of VELO due to negative adoption of the VELO Platform, the failure of commercial relationships, or intellectual property ownership challenges, the VELO Platform may no longer be viable to operate and the Seller or any Group Entity may be dissolved.

l. Risks Arising from Lack of Governance Rights

Because VELO confers no governance rights of any kind with respect to the VELO Platform or any Group Entity, all decisions involving the VELO Platform 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 VELO Platform, to create and sell more VELO for use in the ecosystem on the VELO Platform, or to sell or liquidate any Group Entity. These decisions could adversely affect the VELO Platform and VELO you hold.

m. Loss of Talent

The development of the VELO Platform 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 VELO Platform or its future development.

n. Failure to develop

There is the risk that the development of the VELO Platform 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 VELO, unforeseen technical difficulties, and shortage of development funds for activities.

o. Risks Involving Cloud Storage

As the VELO Platform may provide a decentralised cloud storage service to individual and institutional clients, including users and applications, the VELO Platform (and services thereon) are susceptible to a number of risks related to the storage of data in the cloud. The VELO Platform (and services thereon) may involve the storage of large amounts of sensitive and/or proprietary information, which may be compromised in the event of a cyberattack or other malicious activity. Similarly, the VELO Platform and/or services thereon may be interrupted and files may become temporarily unavailable in the event of such an attack or malicious activity. Because users can use a variety of hardware and software that may interface with the VELO Platform, there is the risk that the VELO Platform and/or services thereon may become unavailable or interrupted based on a failure of interoperability or an inability to integrate these third-party systems and devices that the Group Entities do not control. The risk that the VELO Platform and/or services thereon may face increasing interruptions and the ecosystem on the VELO Platform may face additional security vulnerabilities could adversely affect the VELO Platform and ecosystem thereon, and therefore the future utility of any VELO that you hold.

p. Other risks

In addition to the aforementioned risks, there are other risks associated with your purchase, holding and usage of VELO, 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 VELO in compliance with all applicable laws and legislations. We may determine, in our 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 us such information promptly upon request, and you acknowledge that we may refuse to sell VELO to you until you provide such requested information and we have determined that it is permissible to sell you VELO under applicable law or regulation.
- b. We may at any point in time request information and/or documentation to establish that our identification records, as well as the information that form your profile, remain completely

updated. In this respect, we reserve the right to examine and check on a regular basis the validity and adequacy of your identification data and information we maintain.

- c. If at any time we become aware that reliable or adequate data and information are missing from your identity, we reserve 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, we are unable to comply with any laws, legislations regulations or directives relating to customer identification requirements, the Seller will not be able to sell VELO and/or continue its relationship with you, and we may be required to submit a report of suspicious transactions/activities to the relevant authorities.

Personal Data

- i. We (and our affiliates) 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 **Purposes**). 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 VELO Platform. You hereby consent to us transferring your personal data to our affiliates or service providers for processing and to recipients in countries which do not provide the same level of data protection as Singapore 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 we are able to provide to you. Please contact us at support@velo.org (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.
- 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 VELO token 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 VELO token 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, we may not be in a position to continue its relationship with you and/or sell VELO, and we 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 VELO 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 VELO 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 VELO. We are not responsible for withholding, collecting, reporting, or remitting any Taxes arising from your purchase, holding and/or usage of VELO. We cannot and do not provide any tax advice and we recommend 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 VELO, you represent and warrant that:

- a. You have read and understand these Terms, and you have all requisite power and authority to execute and deliver these Terms, to participate in the VELO token sale, to purchase, hold and/or use VELO, and to carry out and perform your obligations under these terms.
- b. If you are an individual, you are at least 18 years old and of sufficient legal age and capacity to purchase, hold and/or use VELO. 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 VELO 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 VELO, 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. You have a 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 and blockchain-based software 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 VELO.
- f. You have obtained sufficient information about VELO to make an informed decision to purchase, hold and/or use VELO.
- g. The funds, including any fiat, digital currency, virtual currency or cryptocurrency, used to purchase VELO 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 you shall not use VELO 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 the jurisdiction.
- h. 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 VELO being purchased, held or used by you, or any person for whom you are acting as agent or nominee in connection with VELO, is the subject of any sanctions administered or enforced by 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.
- i. You are not (i) a citizen, national, resident (tax or otherwise), domiciliary or green card holder of a geographic area or country in which (A) access to or participation in the VELO token sale or the VELO Platform is prohibited by applicable law, decree, regulation, treaty, or administrative act or (B) where it is likely that the sale of VELO 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) (the **Restricted Countries**), or (ii) a citizen or resident of, or located in, a geographic area that is subject to Sanctions or (iii) an individual, or an individual employed by or associated with an entity, identified on any Sanctions list (including without limitation the U.S. Department of Commerce’s Denied Persons or Entity List, the U.S. Department of Treasury’s Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State’s Debarred Parties List).

- j. The funds used in the purchase of VELO 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.
- k. You are purchasing, holding and/or using VELO to participate in the VELO Platform and to obtain services on the VELO Platform, as well as to support the research, design and development of, and advocacy for a globally accessible digital currency payment network in which any individual with Internet access can procure goods at low transaction costs, and to create a community of users who are highly motivated to assist in the maintenance and operation of the network.
- l. You acknowledge that the funds paid to us for the purchase of VELO 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.

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 VELO or otherwise. Prospective purchasers of VELO should carefully consider and evaluate all risks and uncertainties (including financial and legal risks and uncertainties) associated with the VELO token 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 designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), 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 VELO;
- 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 sale of VELO 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 (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.

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 VELO. 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 continue to apply in accordance with their 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 or any other marketing material), both written and oral, between you and the Seller with respect to the subject matters. We may make changes to these Terms from time to time as reasonably required to comply with applicable law or regulation. If we make changes, we 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 VELO purchased). We may assign or novate our 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 VELO at your sole risk and discretion, and that VELO 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 VELO, 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 we are operating shall constitute a force majeure and we will not be responsible for any result arose out of such changes in relevant laws and regulations.
- c. We do not make and expressly disclaims all representations and warranties, express, implied or statutory; and with respect to VELO, we 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, we cannot and do not represent or warrant that VELO or the delivery mechanism for VELO are free of viruses or other harmful components.

- d. We assume 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 VELO.

18. SELLER NOT LIABLE

VELO 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 VELO.

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 VELO, exceed the amount you pay to us for VELO.

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 VELO (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 VELO does not create any form of partnership, joint venture or any other similar relationship between you and us.

21. 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. 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. Notwithstanding the foregoing, any Group entity shall be entitled to enforce or to enjoy the benefit of any term of these Terms.

22. 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 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.

23. SEVERABILITY

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 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.

24. NOTICES

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.

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 support@velo.org.