

This Token Acquisition Terms and Conditions ("SAFT Terms") is an integral part a legal agreement ("SAFT") entered between you and Xenchain Pte Ltd. (UEN: 201804388k), a limited liability company registered in Singapore (the "Company"). In order to acquire XENC Token, you must agree to the SAFT and SAFT Terms that are set out below.

By agreeing to this SAFT, you agree that you have read, understood, accepted and agreed with the SAFT terms and conditions herein. You further agree to the representations made by yourself below. This SAFT Terms and SAFT constitutes the entire agreement between you and Company and shall be read in entirety

You hereby expressly acknowledge and agree to be bound by the SAFT Terms, and any future amendments and additions to this SAFT Terms as published from time to time at www.xenchain.io. The Company reserves the rights to modify, vary and change the SAFT Terms relating to the token acquisition at any time as it deems fit. Such modifications, variations and or changes to the SAFT Terms shall be effective upon the posting of an updated version at www.xenchain.io.

1. DEFINITIONS

"Website" means Company website (www.xenchain.io) or its related application.

"Laws" means the laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders, and decrees applicable to this SAFT, the Whitepaper, and the Terms and Conditions.

"Person" means individual or legal entity or person, including a government or political subdivision or an agency or instrumentality thereof.

"Platform" means the Company platform in which the Tokens will be exchanged.

"Platform Launch" means the public release of the Token and a fully functioning and secure blockchain.

"SAFT" means Simple Agreement for Future Tokens agreement, including all the terms and schedules containing a future right to units of the Tokens acquired by Recipients, similar in form and content to this SAFT, which a significant portion of the amount raised under this SAFT will be used to fund the Company's development of a decentralized storage platform that enables entities to earn the Tokens.

"Terms and Conditions" means the current terms and conditions issued by the Company, which sets forth the general description and restriction of the Tokens.

"Tokens" means the XENC tokens issued by the Company in accordance with this SAFT.

"Whitepaper" means the current whitepaper issued by the Company as published in Website, describing the general features of the project and the ICO.

2. DISTRIBUTION AND ACQUISITION OF THE TOKENS

- a. The Company will distribute to the Recipient the Tokens through registration into the Recipient's designated wallet based on the exchange formula specified in the Whitepaper (as defined below).
- b. Subject to this SAFT, the Parties agree to exchange the Tokens and the detailed information and rules of the transaction shall mainly take the Whitepaper for reference. All the Tokens acquired pursuant to this SAFT shall be subject to the Terms & Conditions (as defined below), which is the general prohibition and regulation on the Recipient's ability to subsequently sell, transfer, spend, exchange or otherwise make use of the Tokens on the Platform until such Tokens are vested as provided herein.

- c. Upon the Recipient's execution of this SAFT, the Recipient shall deliver to the Company any documentation the Company reasonably requires, to process the distribution of the Tokens to the Recipient.

3. CONTRIBUTION

- a. The Recipient shall make the contribution by placing Ethereum (ETH) into the Company's wallet address, and the Company shall register the corresponding number of Tokens to the Recipient's wallet where the Recipient's ETH contribution originally came from, in accordance with the procedures and the schedules as specified in the Whitepaper.
- b. This SAFT shall be effective and binding on the Parties upon the Company's receipt of contribution from the Recipient. The Recipient agrees to be bound on this basis, and confirms that the Recipient has read in full, and understands this SAFT and the terms on which the Recipient is bound.

4. REPRESENTATIONS

- a. The Company is a corporation duly organized, validly existing and in good standing under the laws of Singapore, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.
- b. The execution, delivery, and performance by the Company of this SAFT is, to the Company's knowledge, within the power of the Company and, other than with respect to the actions to be taken when the Tokens are to be issued to the Recipient, has been duly authorized by all necessary actions on the part of the Company. This SAFT constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity. To the knowledge of the Company, it is not in violation of (i) its current certificate of incorporation or by laws, or (ii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation, individually, or together with all such violations, could reasonably be expected to have a material adverse effect on the Company.
- c. To the knowledge of the Company, the performance and consummation of the transactions contemplated by this SAFT do not and will not: (i) violate any laws applicable to the Company; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.
- d. The Company is the sole beneficial and record owner of the Tokens. The Company holds valid and marketable title to the Tokens which are free and clear of all encumbrances, restrictions on transfer, or other defects in title of any kind, and has the right and authority to enter into and carry out the terms of this SAFT, including without limitation, the distribution and transfer of the Tokens to the Recipient and has taken all action necessary to validly do so.
- e. THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE TOKENS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (iii) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, RECIPIENT ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY, OR ANY OTHER PERSON ON THE COMPANY'S BEHALF.

5. RECIPIENT REPRESENTATIONS

- a. The Recipient has full legal capacity, power and authority to execute and deliver this SAFT and to perform its obligations hereunder. This SAFT constitutes valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.
- b. The Recipient has been advised of the technological nature of the Tokens and that the Token has not been registered under any country's regulations and, therefore, cannot be resold except in compliance with the applicable country's laws. The Recipient is acquiring the Token for its own account for sponsorship, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Recipient has no present intention of selling, granting any participation in, or otherwise distributing the same.
- c. The Recipient enters into this SAFT with the predominant expectation that (i) he, she or it, as the case may be, will benefit from the successful development and Platform Launch arising from the efforts of the Company and its employees to develop and market the Platform, the Platform Launch and related sale of the Tokens; and (ii) the Company will make actual delivery of the Tokens to the Recipient upon the terms set out in this SAFT.
- d. The Recipient has sufficient knowledge and experience in business and financial matters to be able to evaluate the risks and merits of its execution of this SAFT and acquisition of the Tokens and is able to bear the risks thereof. The Recipient is aware of Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to execute this SAFT. The Recipient understands that the Tokens involve risks, all of which the Recipient fully and completely assumes, including, but not limited to, the risk that (i) the technology associated with the Platform will not function as intended; (ii) the Platform and Platform Launch will not be completed; (iii) the Platform will fail to attract sufficient interest from key stakeholders; and (iv) the Company and/or the Platform may be subject to investigation and punitive actions from governmental or regulatory authorities. The Recipient understands and expressly accepts that the Tokens will be created and delivered to the Recipient at the sole risk of the Recipient on an "AS IS" and "UNDER DEVELOPMENT" basis. The Recipient understands and expressly accepts that the Recipient has not relied on any representations or warranties made by the Company outside of this SAFT, including, but not limited to, conversations of any kind, whether through oral or electronic communication. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE RECIPIENT ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY TOKENS AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY THE COMPANY, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE TOKENS.
- e. The Recipient understands that Recipient has no right against the Company or any other Person except in the event of the Company's breach of this SAFT or intentional fraud. THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS SAFT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO THE COMPANY PURSUANT TO THIS SAFT. NEITHER THE COMPANY NOR ITS REPRESENTATIVES SHALL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS SAFT.
- f. The Recipient understands that Recipient bears sole responsibility for any taxes as a result of the matters and transactions the subject of this SAFT, and any future acquisition, ownership, use, sale or other disposition of the Tokens held by the Recipient. To the extent permitted by law, the Recipient agrees to indemnify, defend and hold the Company or any of its affiliates, employees or agents (including developers, auditors, contractors or founders)

harmless for any claim, liability, assessment or penalty with respect to any taxes (other than any net income taxes of the Company that result from the distribution of the Tokens to the Recipient) associated with or arising from the Recipient's acquisition of the Tokens hereunder, or the use or ownership of the Tokens.

- g. The Recipient has been complying with the applicable anti-money laundering statutes and the rules and regulations which may be expected by regulators or government agencies in Singapore (collectively the "Anti-Money Laundering Laws"), and represents that he/she/it has not engaged in any criminal or unlawful activity, and will not engage in any money laundering or terrorist financing activity as defined under the Anti-Money Laundering Laws through his/her/its participation in the contribution to the Company and the distribution of the Tokens.
- h. This SAFT is subject to the laws of the Republic of Singapore. Any dispute, controversy or claim arising out of or relating to this SAFT, or the interpretation, breach, termination or validity hereof ("Dispute"), shall first be resolved through consultation. Such consultation shall begin immediately after one Party to the Dispute has delivered to any other Party to the Dispute a written request for such consultation. If within thirty (30) days following the date on which such notice is given the dispute cannot be resolved, the dispute shall be submitted to arbitration upon the request of either Party to the Dispute with notice to the other. The arbitration shall be conducted in Singapore under the auspices of the Singapore International Arbitration Centre (the "Centre") in accordance with the Singapore International Arbitration Centre Administered Arbitration Rules (the "SIAC Rules") in force at the time of submission of Notice of Arbitration.

6. RESTRICTION

Recipient shall make payment of the contribution to the Company, and the Company will distribute the Tokens pursuant to this SAFT through the procedures set forth on the Whitepaper.

7. MISCELLANEOUS

- a. This SAFT sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings and agreements, whether oral or written, between them.
- b. Any notice required or permitted by this SAFT will be deemed sufficient when sent by email to the relevant address listed on the signature page, as subsequently modified by written notice received by the appropriate Party.
- c. The Tokens are not securities. The Recipient is not entitled, as a Party to this SAFT and a holder of the Tokens so acquired pursuant to this SAFT, to vote or receive dividends or be deemed the holder of capital shares of the Company for any purpose, nor will anything contained herein be construed to confer on the Recipient, as such, any of the rights of a shareholder of the Company or any right to vote, or upon any matter submitted to shareholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise.
- d. Neither this SAFT nor the rights contained herein may be assigned, by operation of law or otherwise, by either Party without the prior written consent of the other; and provided, further, that the Company may assign this SAFT in whole, without the consent of the Recipient, in connection with a reincorporation to change the Company's domicile.
- e. In the event any one or more of the provisions of this SAFT is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this SAFT operate or would prospectively operate to invalidate this SAFT, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this SAFT and the remaining provisions of this SAFT will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

- f. This SAFT is subject to the laws of the Republic of Singapore. Any dispute, controversy or claim arising out of or relating to this SAFT, or the interpretation, breach, termination or validity hereof ("Dispute"), shall first be resolved through consultation. Such consultation shall begin immediately after one Party to the Dispute has delivered to any other party to the Dispute a written request for such consultation. If within thirty (30) days following the date on which such notice is given the dispute cannot be resolved, the dispute shall be submitted to arbitration upon the request of either Party to the Dispute with notice to the other. The arbitration shall be conducted in Singapore under the auspices of the Singapore International Arbitration Centre (the "Centre") in accordance with the Singapore International Arbitration Centre Administered Arbitration Rules (the "SIAC Rules") in force at the time of submission of Notice of Arbitration.
- g. The Recipient shall, and shall cause its affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably requested by Company to carry out the provisions of this SAFT and give effect to the transactions contemplated by this SAFT, including, without limitation, to enable the Company or the transactions contemplated by this SAFT to comply with applicable laws.
- h. The Company shall not be liable or responsible to the Recipient, nor be deemed to have defaulted under or breached this SAFT, for any failure or delay in fulfilling or performing any term of this SAFT, including without limitation, launching the Platform or consummating the Platform Launch, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, or other civil unrest; (d) law; or (e) action by any governmental authority.

8. TERMINATION AND REFUND

In the event the Company does not, for any reason, proceed with its Initial Token Sales, the Company will refund in full, without interest, the entire sum of contributions made by the Recipient under the terms of this SAFT, whether in fiat currency or cryptocurrency, within two (2) months of the close of the SEEDS round. In such an event, this will constitute a full and final settlement of the matter between the Recipient and the Company.