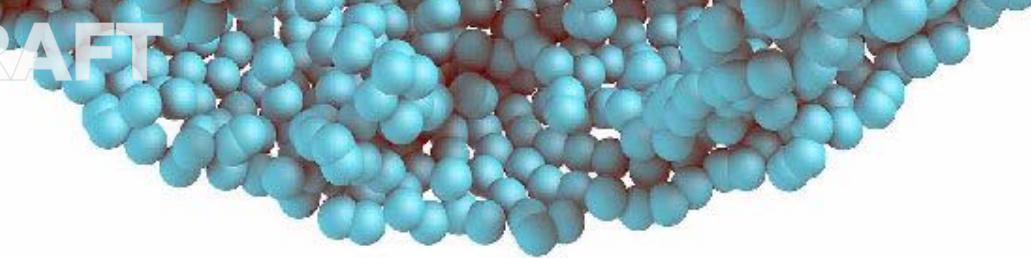


DRAFT



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## TOKEN PURCHASE AGREEMENT

Last updated as of 22 February 2018

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## J8T TOKEN PURCHASE AGREEMENT

This token purchase agreement (the "Agreement") is between you or the entity you represent (the "Buyer" or "you") and The JET8 Foundation Limited, a validly established non-profitable foundation under the laws and regulations of Singapore (together with its parent company, subsidiaries and affiliates, "JET8" or "J8T"). Buyer and JET8 shall be referred to individually as a "Party" and collectively, as the "Parties".

This Agreement contains the terms and conditions that govern of the purchase of the standard Ethereum ERC20-compatible J8T Tokens (the "J8T Tokens") from JET8, for their utilisation on the JET8 network (the "J8T Network"),

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, JET8 and Buyer hereby agree as follows:

**A. BINDING AGREEMENT:** Buyer understands and agrees that Buyer is subject to and bound by this Agreement by virtue of Buyer's purchase of J8T Tokens.

**B. RESTRICTION ON SALES IN CERTAIN COUNTRIES:** J8T Tokens are not being offered or distributed to any citizen/resident of, or a person located or domiciled in, a Restricted Country (a "Restricted Person"). A "Restricted Country" refers to any country that, as of the date of Buyer's execution of this Agreement (the "Effective Date"), has restricted the sale, issuances, or utilization of cryptocurrency in such country, and, for the purposes of this Agreement, shall be deemed to include the United States of America and China. If you are a Restricted Person and attempt to purchase J8T Tokens from JET8, JET8 shall not be liable in any way whatsoever to you, and reserves the right to take all necessary action to avoid any liability as a result of your attempted purchase, including cancelling your token purchase.

**C. J8T TOKENS ARE UTILITY TOKENS AND HAVE NO RIGHTS, PROFITS OR DIVIDENDS:** The J8T Tokens are utility tokens which are meant to be utilised for the services within the JET8 Network. Holders of the J8T Tokens shall not, under any circumstances, have voting rights, a right to a share of profits or the right to receive dividends, through holding the J8T Tokens. Save for the right to exchange the J8T Tokens for the services on the JET8 Network, the J8T Tokens do not have any rights of redemption as against JET8 for cash or any form of consideration.

D. THE MARKET PRICE OF J8T TOKENS IN PUBLIC EXCHANGES ARE UNPREDICTABLE AND J8T TOKENS MAY HAVE NO VALUE. Buyer understands and accepts that there is a possibility that J8T Tokens may be listed on exchange(s) and the market price of J8T Tokens on such exchange(s) is unpredictable. Buyer understands and accepts that due to the unpredictability and uncertainty of the market price, the value of the J8T Tokens Buyer holds may fluctuate and vary from time to time, and Buyer shall bear the burden of all potential value losses when holding the J8T Tokens. For the avoidance of doubt, JET8 makes no guarantees and warranties that J8T Tokens will be listed on exchanges.

E. COMPLIANCE WITH APPLICABLE LAWS: It is Buyer's responsibility to ensure that it is eligible to purchase the J8T Tokens under the applicable laws of its jurisdiction, and Buyer is fully responsible for obtaining all relevant government regulatory approvals/licenses, verification and/or registration itself as may be required for its compliance with all relevant regulations, including, but not limited to, any relevant foreign exchange regulations and/or overseas investment regulations, tax, money laundering, in each case without requiring JET8 to take any steps to ensure such compliance.

**F. THE REGULATORY STATUS OF TOKENS, DIGITAL ASSETS AND BLOCKCHAIN TECHNOLOGY IS UNCLEAR OR UNSETTLED IN MANY JURISDICTIONS:** There is significant uncertainty as to whether securities, tax, commodity, money transmission or other regulatory authorities may take action that fundamentally changes or cause material adverse impact to JET8, JET8 Network and J8T Tokens.

**G. NON-REFUNDABLE AND NON-CANCELLABLE:** The purchase of J8T Tokens is non-refundable and purchases cannot be cancelled by Buyer. Buyer may lose all amounts paid.

**H. JET8 RESERVES THE RIGHT TO REFUSE OR CANCEL J8T TOKEN PURCHASE REQUESTS AT ANY TIME IN ITS SOLE DISCRETION.**

**I. PRE-SALE:** Earlier buyers of J8T Tokens may receive more J8T Tokens for the same amount of value paid by later buyers.

**J. BUYER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT CAREFULLY AND IN ENTIRETY, AND UNDERSTANDS, ACCEPTS AND WILLING TO TAKE THE RISKS STATED HEREIN.** By purchasing the J8T Tokens, Buyer confirms that its decision to purchase the J8T Tokens has been made under its sole discretion, and that it has done all due diligence, and consulted with its own legal, financial, tax and other advisors before the purchase of the J8T Tokens.

## 1. ARTICLE I - ACCEPTANCE OF AGREEMENT AND PURCHASE OF J8T TOKENS

### 1.1 Effectiveness of this Agreement

This Agreement shall be effective and binding between the Parties when Buyer: (a) confirms on the check box on the official website of JET8 <https://jet8.io> (the "Website") to indicate that Buyer has read, understands and agrees to the terms of this Agreement; or, if earlier (b) upon JET8's receipt of payment from Buyer. Buyer agrees to be bound on this basis, and confirms that Buyer has read in full and understands this Agreement and the terms on which Buyer is bound, and is fully aware of the information as set out in Schedule 1 of this Agreement.

### 1.2 JET8 White Paper (the "White Paper")

JET8 has prepared the White Paper, which is available at <https://jjet8.io/en/whitepaper>, describing matters relating to the JET8 Network, JET8 Limited and J8T Tokens. The White Paper, as it may be amended from time to time, is hereby incorporated by reference. Buyer shall carefully and thoroughly read and understand the White Paper. The information and content of White Paper may be modified from time to time, and it is Buyer's responsibility to check the website regularly for modifications of White Paper.

### 1.3 Website terms of use (the "Terms of Use")

The Website Terms of Use, as it may be amended from time to time, is hereby incorporated by reference.

## 1.4 Restriction on sales

J8T Tokens are not being offered or distributed to any Restricted Persons. If a Restricted Person purchases J8T Tokens, such Restricted Person has done so and entered into this Agreement on an unlawful, unauthorized and fraudulent basis and this Agreement is null and void. JET8 is not bound by this Agreement if this Agreement has been entered into by a Restricted Person as Buyer or if Buyer has entered into this Agreement on behalf of a Restricted Person, and JET8 may take all necessary and appropriate actions, in its sole discretion, to invalidate this Agreement, including referral of information to the appropriate authorities. Any Restricted Person who purchases J8T Tokens or enters into this Agreement on an unlawful, unauthorized or fraudulent basis shall be solely liable for, and shall indemnify, defend and hold harmless JET8 and JET8's past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (collectively, the "Company Parties") from any damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses (collectively, the "Damages") incurred by a Company Party that arises from or is a result of such Restricted Person's unlawful, unauthorized or fraudulent purchase of J8T Tokens.



## 1.5 J8T Tokens

### 1.5.1 Distribution of the J8T Tokens

JET8 shall allocate and distribute the J8T Tokens to Buyers in a manner consistent with this Agreement, the White Paper and the Website Terms of Use. The Website sets forth details regarding the timing and pricing of the distribution of the J8T Tokens (the "Token Distribution Period"). During the Token Distribution Period, JET8 will provide specific procedures on how Buyer should purchase Tokens through the official Website. JET8 shall, from time to time, provide on the Website procedures and other instructions for purchasing Tokens. The receipt or purchase of J8T Tokens through any other means is not sanctioned or agreed to in any way by JET8.

### 1.5.2 Buyer obligations

As a condition precedent to any sale by JET8 of any J8T Tokens, Buyer shall provide an accurate digital wallet address to JET8 for receipt of any J8T Tokens distributed to Buyer. Buyer shall follow the procedures set forth by Company on the Website for purchasing J8T Tokens. By exercising this Agreement, Buyer acknowledges and understands and has no objection to such procedures and material specifications. Failure to use the official Website and follow such procedures may result in Buyer not receiving any J8T Tokens. Any purchaser of J8T Tokens may lose some or all of the amounts paid in exchange for J8T Tokens, regardless of the purchase date.

### 1.5.3 Allocation and Distribution to different Parties

Buyer acknowledges and consents to the allocation and distribution of J8T Tokens to other entitled third parties in accordance with the distribution as set out in Schedule 1, and in particular, to JET8's team, which shall include (but is not limited to) the present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, community contributors, and others) and external professional consultants, including (but not limited to) lawyers, accountants, scientific researchers, business developers and financial advisors), and external professional consultants. Buyer acknowledges that such participation by such third parties may be on more favorable terms than are available to Buyer.

### 1.5.4 Not an Offering of Securities, Commodities, or Swaps

The sale of J8T Tokens and the J8T Tokens themselves are not intended and should not be treated as securities, commodities, swaps on either securities or commodities or a financial instrument of any kind. Buyer acknowledges that purchases and sales of J8T Tokens may not subject to the protections of any laws governing those types of financial instruments. This Agreement and all other documents referred to in this Agreement including the White Paper are not intended to 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 on either a security or commodity.

## 2. ARTICLE II - NO OTHER RIGHTS CREATED

### 2.1 No Claim, Loan or Ownership Interest

The purchase of J8T Tokens: (a) does not provide Buyer with rights of any form with respect to JET8 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, equity, interest or security to JET8; and (c) does not provide Buyer with any ownership or other interest in JET8.

### 2.2 Intellectual Property

JET8 retains all right, title and interest in all of JET8'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 and shall not use any of JET8's intellectual property for any reason without Company's prior written consent.

## 3. ARTICLE III SECURITY AND DATA

### 3.1 Security and Data Privacy

#### 3.1.1 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 J8T 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 J8T Tokens and/or access to Buyer's account. JET8 is under no obligation to recover any J8T Tokens and Buyer acknowledges, understands and agrees that all purchases of J8T Tokens are non-refundable and Buyer will not receive considerations or other compensations for any J8T Tokens purchased.

### 3.1.2 Additional Information

Upon JET8's request, Buyer will immediately provide to JET8 information and documents that JET8, 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 JET8 disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements. Buyer acknowledges and accepts that JET8 will refuse to distribute J8T Tokens to Buyer if such requested information is not provided.

## 4. ARTICLE IV - TAXES

Buyer acknowledges, understands and agrees that: (a) the purchase and receipt of J8T Tokens may have tax consequences for Buyer; (b) Buyer is solely responsible for Buyer's compliance with Buyer's tax obligations; (c) Buyer shall comply with all relevant laws and regulations within its jurisdiction in relation to taxes; and (c) JET8 bears no liability or responsibility with respect to any tax consequences to Buyer, including but not limited to penalties, tax overdue fines, injunctions and other compulsory methods made by qualified authorities.

## 5. ARTICLE V - REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby irrevocably represents and warrants to JET8 that, as of the Effective Date:

### 5.1 Not a Restricted Person

Buyer is not a Restricted Person.

### 5.2 Authority

Buyer has all requisite power and authority to execute and deliver this Agreement, to purchase J8T Tokens, and to carry out and perform its obligations under this Agreement. (i) If a natural person, Buyer is at least 18 years old and of sufficient legal age and capacity to purchase J8T Tokens; and (ii) if a legal entity and not a natural person, Buyer is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business, and Buyer's purchase of J8T Tokens has been duly authorized.

### 5.3 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.

### 5.4 No Consent or Approval

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.

## 5.5 Buyer's 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 J8T 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 J8T Tokens, and liability to JET8 and others for its acts and omissions, including with limitation those constituting breach of this Agreement, negligence, fraud or willful misconduct. Buyer has obtained sufficient information in order to make an informed decision to purchase J8T Tokens.

## 5.6 Funds and Payments

The funds, including any fiat, virtual currency or cryptocurrency, Buyer uses to purchase 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 Tokens to finance, engage in, or otherwise support any unlawful activities. 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 "foreign shell bank" within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 et seq.), as amended, and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.

## 5.7 Others

To the extent required by applicable laws and regulations, Buyer will fully comply with all anti-money laundering and counter-terrorism financing requirements within its domiciliary jurisdiction. Neither Buyer, nor any person having a direct or indirect beneficial interest in Buyer or J8T Tokens being acquired by Buyer, or any person for whom Buyer is acting as agent or nominee in connection with J8T 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 country-wide or territory-wide Sanctions.

## 5.8 Not an Investment

Buyer is not participating in the purchase of J8T Tokens for investment purposes. As particularly stated herein above, J8T Tokens are utility tokens, and save for their use in the JET8 Network, have no other rights, or rights to profits or dividends. J8T Tokens are not designed for investment purposes and should not be considered as a type of security or investment. The holding of J8T Tokens is not a guarantee, representation or warranty that the holder will be able to sell or purchase the J8T Tokens in an exchange, and Buyer has no expectation that the J8T Tokens will increase in value, or that Buyer will otherwise financially benefit, as a result of the business, operations or management of JET8.

## 5.9 Not for Speculation

Buyer acknowledges and agrees that Buyer is not purchasing J8T Tokens for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or other financial purposes.

## 5.10 Use of J8T Tokens

Buyer agrees that it is purchasing the J8T Tokens for the purposes of purchasing the services in the JET8 Network, and shall not use the J8T Tokens to finance engage in, or otherwise support any unlawful activities.

## 6. ARTICLE VI - KEY DISCLAIMERS

6.1 Buyer expressly acknowledges, understands and agrees that Buyer is purchasing J8T Tokens at Buyer's sole risk and discretion, and that the J8T Tokens are each provided, used and purchased on an "AS IS" and on an "AS AVAILABLE" basis without representations, warranties, promises or guarantees whatsoever of any kind by JET8, and Buyer shall rely on its own examination and investigation thereof. JET8 does not make and expressly disclaims all representations and warranties, express, implied or statutory; and with respect to the J8T Tokens, JET8 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, as to the workmanship or technical coding thereof, or the absence of any defects therein, whether latent or patent.

6.2 JET8 makes no guarantees and/or warranties to the liquidity or transferability of J8T Tokens, or that J8T Tokens will be listed on exchanges, or the ability of anyone to purchase or use the J8T Tokens. Buyer understands and accepts that it may be unable to transfer, sell, purchase or deal with its J8T Tokens in exchanges for various reasons.

6.3 Without limiting the foregoing, JET8 does not represent or warrant that the process of purchasing the J8T Tokens or receiving the J8T Tokens will be uninterrupted or error-free or that the J8T Tokens are reliable and error-free. As a result, Buyer acknowledges and understands that Buyer may not receive J8T Tokens and may lose the entire amount of Ether that Buyer paid to JET8. It is solely Buyer's responsibility to provide an accurate digital wallet address to JET8 for receipt of any JET8 Tokens distributed to Buyer pursuant to this Agreement, and JET8 shall not be responsible for any loss of JET8 Tokens distributed to an incompatible or inaccurate wallet provided by Buyer.

6.4 Any material changes in the relevant laws and regulations (in the relevant jurisdiction) in relation to the offering of the J8T Token and/or the operation of the JET8 Network such jurisdictions shall constitute a force majeure and JET8 will not be responsible for any losses suffered by Buyer arising out of such material changes in relevant laws and regulations. Buyer acknowledges that it has read this Agreement, and in particular, acknowledges that it shall be taken to have agreed to take all risks (including but not limited to the risks stated in Article VII of this Agreement) in relation to the purchase of the J8T Tokens.



6.5 Buyer acknowledges that it has read this Agreement, and in particular, acknowledges that it shall be taken to have agreed to take all risks (including but not limited to the risks stated in Article VII of this Agreement) in relation to the purchase of the J8T Tokens.

## 7. ARTICLE VII - KEY DISCLAIMERS

Buyer has carefully reviewed, acknowledges, understands and assumes the following risks, as well as all other risks associated with the J8T Tokens (including those not discussed herein), all of which could render the J8T Tokens worthless or of little value:

### 7.1 Purchase Price Risk

There are no guarantees as to the price of J8T Tokens purchased by Buyer and no guarantees that the price per J8T Token determined by the market will be equal to or higher than the price at purchase. There is the possibility that the price per J8T Token may fall below the price paid by initial buyers of J8T Tokens during the initial distribution period. JET8 reserves the right to change the duration of any timeframe for the distribution of J8T Tokens, including, without limitation, the unavailability or non-functionality of the Website or other unforeseen procedural or security issues.

### 7.2 Blockchain Delay Risk

The J8T token is an Ethereum blockchain. On the Ethereum blockchain, timing of block production is determined by proof of work so block production can occur at random times and irregularly. Buyer acknowledges and understands that the Ethereum blockchain may not include Buyer's transaction at the time Buyer expects and Buyer may not receive J8T Tokens the same day Buyer sends Ether for the purchase of the J8T Tokens.

### 7.3 Ability to Transact or Resell

Buyer may be unable to sell or otherwise transact in J8T Tokens at any time, or for the price Buyer paid arising from various reasons, including (but not limited to) (a) a diminution in value of the J8T Tokens; (b) a lack of liquidity for the J8T Tokens; or (c) JET8 imposing restrictions on the transferability of J8T Tokens. Buyer acknowledges, understands and agrees that: (a) J8T Tokens may have no value; (b) there is no guarantee or representation of liquidity for the J8T Tokens; and (c) JET8 are not and shall not be responsible for or liable for the market value of J8T Tokens, the transferability and/or liquidity of J8T Tokens and/or the availability of any market for J8T Tokens through third parties or otherwise.

### 7.4 Ethereum 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.

Further, because the Ethereum blockchain relies upon the consensus of their participants to determine their governance, those participants may determine to materially modify the operation or transaction history of their blockchain through a "fork" or other means, without the consent or participation of Buyer or JET8, which may have unpredictable or materially adverse impact on the availability or utility of the J8T Token. Buyer agrees that Buyer assumes all such risk and agrees that JET8 is not responsible for any losses associated therewith.

## 7.5 Token Security

J8T Tokens may be subject to expropriation and/or theft. Hackers or other malicious groups or organizations may attempt to interfere with the JET8 Network or the sale of J8T 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 Ethereum platform rests on open source software and J8T Tokens are based on open source software, there is the risk that Ethereum smart contracts may contain intentional or unintentional bugs or weaknesses which may negatively affect the J8T Tokens or result in the loss of Buyer's J8T Tokens, the loss of Buyer's ability to access or control Buyer's J8T Tokens or the loss of Ether in Buyer's account. In the event of such a software bug or weakness, there may be no remedy and holders of J8T Tokens are not guaranteed any remedy, refund or compensation.

## 7.6 Access to Private Keys

J8T 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 J8T Tokens will result in loss of such J8T Tokens, access to Buyer's J8T 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 J8T Tokens. JET8 is not responsible for any such losses.

## 7.7 New Technology

Some of the JET8 Network and other matters set forth in the White Paper are new and untested. The JET8 Network might not be capable of completion, implementation or adoption. It is possible that no blockchain utilizing the J8T Tokens will ever be launched and there may never be an operational JET8 Network on the blockchain. Even if the JET8 Network and J8T Tokens are completed, implemented and adopted, they might not function as intended. Also, technology is changing rapidly, so the J8T Tokens and JET8 Network may become outdated.

## 7.8 Reliance on Third-Parties

JET8 Network and J8T Tokens 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 JET8 Network and J8T Tokens.

## 7.9 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 J8T Token balance on the Ethereum blockchain when and if they configure the initial balances of a new blockchain based upon the JET8 Network of which JET8 makes no representation or guarantee.

## 7.10 Exchange & Counterparty Risks

If Buyer sends Ether from an exchange or an account that Buyer does not control, J8T Tokens will be allocated to the account that has sent Ether; therefore, Buyer may never receive or be able to recover Buyer's J8T Tokens. Furthermore, if Buyer chooses to maintain or hold J8T Tokens through a cryptocurrency exchange or other third party, Buyer's J8T Tokens may be stolen or lost. In addition, third parties may not recognize Buyer's claim to any derivative tokens if and when launched by third parties. Buyer acknowledges and agrees that Buyer sends Ether through an exchange account and/or holds J8T Tokens on a cryptocurrency exchange or with another third party at Buyer's own and sole risk.

## 7.11 Changes to the JET8 Network

The JET8 Network is constantly under development and may undergo significant changes over time. Although JET8 Network has the features and specifications set forth in the White Paper, JET8 may make changes to such features and specifications for any number of reasons, and any party that adopts the JET8 Network also may make changes, any of which may mean that the JET8 Network and J8T Tokens does not meet Buyer's expectations.

## 7.12 Project Completion

The development of the JET8 Network on the blockchain is still in a very early stage. It 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.

### 7.13 Lack of Interest

Even if the JET8 Network is finished and adopted, the ongoing success of the JET8 Network and J8T Tokens relies on the interest and participation of third parties like brands and influencers. There can be no assurance or guarantee that there will be sufficient interest or participation in the JET8 Network. Lack of interest is more likely to lead to price fluctuation of J8T Tokens, thus impacting the long-term development of JET8 Network. When the price fluctuates, The JET8 Foundation will not, and has no responsibility and ability to stabilize or influence the market price of J8T Tokens.

### 7.14 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 J8T Tokens in various ways, including, for example, through a determination that J8T Tokens are regulated financial instruments that require registration. JET8 may cease the distribution of J8T Tokens, the development of the JET8 Network or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

## 7.15 Risk of Government Action

As noted above, the industry in which JET8 operates is very competitive, 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 JET8 and/or pursue enforcement actions against JET8. Such governmental activities may or may not be the result of targeting JET8 in particular. All of this may subject JET8 to judgments, settlements, fines or penalties, or cause JET8 to restructure its operations and activities or to cease offering certain products or services, all of which could harm JET8's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the J8T Tokens and/or the development of the JET8 Network.

## 8. ARTICLE VIII - LIMITATION OF LIABILITY; INDEMNIFICATION

### 8.1 Limitation of Liability

To the fullest extent permitted by applicable law, Buyer disclaims any right or cause of action against JET8 of any kind in any jurisdiction that would give rise to any damages whatsoever. JET8 shall not be liable to Buyer for any type of damages, even if and notwithstanding the extent to which JET8 has been advised of the possibility of such damages. Buyer agrees not to seek any refund, compensation or reimbursement from JET8, regardless of the reason, and regardless of whether the reason is identified in this Agreement. JET8 is not and shall not be responsible for or liable for the market value of J8T Tokens, the transferability or liquidity of J8T Tokens or the availability of any market for J8T Tokens through third parties or otherwise.

### 8.2 Damages Limitations

In no circumstances will the aggregate joint liability of JET8, whether in contract, warrant, tort or other theory, for damages to Buyer under this Agreement exceed the amount received by JET8 from Buyer.

### 8.3 Force Majeure

Buyer understands and agrees that JET8 shall not be liable and disclaims all liability to Buyer in connection with any force majeure event, including acts of God, labor 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, material changes of relevant laws and regulations, 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.

### 8.4 Release

To the fullest extent permitted by applicable law, Buyer releases JET8 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 Buyer and the acts or omissions of third parties.

## 8.5 Indemnification

To the fullest extent permitted by applicable law, Buyer will indemnify, defend and hold harmless and reimburse JET8 from and against any and all actions, proceedings, claims, damages, demands and actions (including without limitation fees and expenses of counsel), incurred by JET8 arising from or relating to: (i) Buyer's purchase or use of J8T 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.

JET8 reserves the right to exercise sole control over the defense, at Buyer's expense, of any claim subject to indemnification under this Section 8.5. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Buyer and JET8.

## 8. ARTICLE IX - DISPUTE RESOLUTION

### 9.1 Informal Dispute Resolution

Buyer and JET8 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 one-hundred and eighty (180) days of notice of such Dispute being received by all Parties, such Dispute shall be finally settled by Binding Arbitration as defined in Section 9.2 below.

### 9.2 Binding Arbitration

Any Dispute not resolved within 180 days as set forth in Section 9.1 shall be referred to and finally resolved by arbitration under the Singapore International Arbitration Centre ("SIAC") rules in effect at the time of the arbitration in Singapore, except as they may be modified herein or by mutual agreement of the Parties. The number of arbitrators shall be one (1), who shall be selected by JET8. The language to be used in the arbitral proceedings shall be English. The governing law of the Agreement shall be as set forth in Section 10.9 herein. The arbitration award shall be final and binding on the Parties ("Binding Arbitration"). The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets. JET8 and Buyer will each pay their respective attorneys' fees and expenses. Notwithstanding the foregoing, JET8 reserves the right, in its sole and exclusive discretion, to assume responsibility for any or all of the costs of the arbitration.

### 9.3 No Class Arbitrations, Class Actions or Representative Actions

Any dispute arising out of or related to this Agreement is personal to Buyer and JET8 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 Buyer 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.

## 10. ARTICLE X - MISCELLANEOUS

### 10.1 Assignment

Buyer shall not assign this Agreement without the prior written consent of JET8. Any assignment or transfer in violation of this Section 10.1 shall be automatically voided. JET8 may 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.

### 10.2 Entire Agreement

This Agreement, including the materials incorporated herein by reference, 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 matters.

### 10.3 Severability

If any provision of this Agreement is determined by a court or an arbitrator 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.

#### 10.4 Modification of Agreement

JET8 may modify this Agreement at any time by posting a revised version on its official website, available at <https://www.jet8.io>. The modified terms will become effective upon posting. It is Buyer's responsibility to check the website regularly for modifications to this Agreement. This Agreement was last modified on the date listed at the beginning of this Agreement.

#### 10.5 Termination of This Agreement; Survival

This Agreement will terminate upon the completion of all sales of J8T Tokens. JET8 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) Articles 3, 4, 6, 7, 8, 9, and 10 will continue to apply in accordance with their terms.

#### 10.6 No Waivers

The failure by JET8 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 JET8's right to enforce such right or provision at a later time. All waivers by JET8 must be unequivocal and in writing to be effective.

## 10.7 No Partnership; No Agency; No Third-Party Beneficiaries

Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties, or either Party as the agent of the other Party for any purpose. No Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party. This Agreement does not create any third-party beneficiary rights in any person.

## 10.8 Electronic Communications

Buyer agrees and acknowledges that all agreements, notices, disclosures and other communications that JET8 provides Buyer pursuant to this Agreement or in connection with or related to Buyer's purchase of J8T Tokens, including this Agreement, may be provided by JET8, in its sole discretion, to Buyer, in electronic form.

## 10.9 Governing Law

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of Singapore.

## OTHER INFORMATION RELEVANT TO THE SALE OF THE J8T TOKEN

### 1. Total Amount and Allocation of J8T Tokens

The total amount of J8T shall be 1,500,000,000 and JET8 intends to allocate and distribute J8T Tokens according to the following:

Description	J8T Tokens	Percentage
JET8 Foundation	675,000,000	45%
J8T Public Sale Program	450,000,000	30%
Partners, Advisors and Early Backers	165,000,000	11%
JET8 Founding & Operational Team	180,000,000	12%
Bounty Program	30,000,000	2%
<b>TOTAL</b>	<b>1,500,000,000</b>	<b>100%</b>

\* Unsold tokens will be burned.

Notwithstanding the above, the Buyer acknowledges that the above figures are merely the intended allocation and distribution of the J8T Tokens, and JET8 reserves the right, in its sole and absolute discretion, to amend the above figures as may be necessary.

## 2. The Vesting and Locking Period of J8T Tokens

The J8T Tokens distributed to the above groups shall be subjected to the following lock-in periods:

Description	Lock-in
J8T Public Sale Program	No lock-in period and such participants shall be free to transfer their J8T Tokens.
R&D, Development & Marketing Fund	Locked permanently under the supervision and control of the JET8 Foundation Limited; JET8 Foundation Limited or its board of directors shall have discretion to distribute the J8T Tokens it owns based on future requirements and conditions from time to time.
Partners, Advisors & Early Backers	Locked for a period, from three (3) months to 1 (1) year, depending on the circumstances. After the lock-in period, all J8T Tokens may be freely transferred.
JET8 Founding & Operational Team	No lock-in period and such participants shall be free to transfer their J8T Tokens.
Bounty Program	No lock-in period and such participants shall be free to transfer their J8T Tokens.

### 3. Further details and explanations for certain distributions

#### 3.1 J8T Public Sale Program

The J8T Public Sale Program is the primary way the public may participate in purchasing J8T Tokens. J8T Tokens will be allocated to participants at the price of USD 0.10 in ETHERS (at such other rate as may be stated on the Website) based on the exchange rate on the moment when the transaction takes place.

#### 3.2 JET8 Foundation

The R&D, Development & Marketing fund will be managed by the JET8 Foundation Limited, and will be used for the research and development of future features of the JET8 ecosystem, development of JET8 related applications and related investments, marketing campaigns, promotion and communications destined to grow the JET8 ecosystem plus the co-ownership of potential IP, software and applications that will support, provide and maintain the normal operability of the JET8 ecosystem and use of J8T tokens as utility. The fund will also be used for rewarding community contributions, community building, community management, cooperation with other projects (token swaps and so on) and strategic partners who will contribute to the growth of the JET8 ecosystem.



### 3.3 Partners, Advisors & Early Backers

Participants are primarily early individual supporters and professional advisors of JET8.

### 3.4 Bounty Program

The "JET8 (J8T) APP" (the "APP") rewards community members who give JET8 a minimum of 30 seconds video review using JET8's mobile engagement as a service technology where real performance based engagement such as verified likes, comments and shares on major social media networks and on the APP itself will allow community members to earn up to USD 500 worth of J8T Tokens per post. Tokens not allocated to bounties due to limited results of the program will be burned. Further details are provided on the Website.