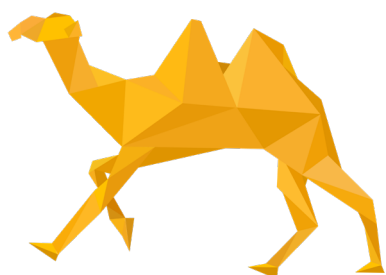


**BIG DATA MEETS BLOCKCHAIN**



**DxChain**

**TOKEN SALE  
TERMS & CONDITIONS**



**DxChain**

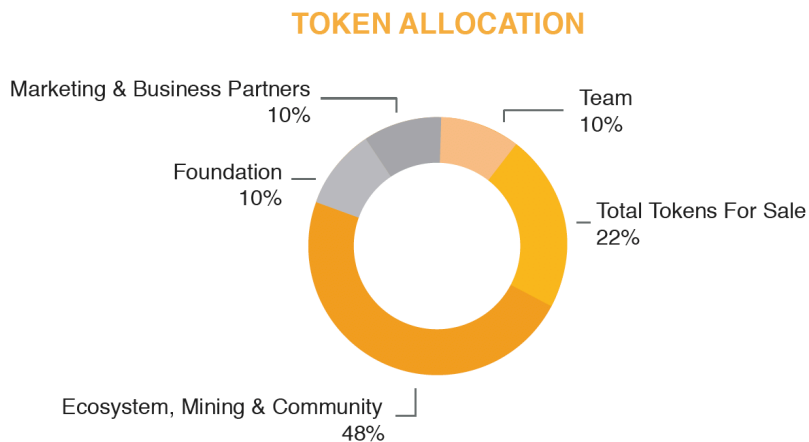
Thank you all for your interests in DxChain! We are aware of more than 140,000 supporters all over the world who would like to participate in this project. Thanks to everyone for being so patient and supportive!

We have been working hard to ensure a fair public sale process. Please stay tuned to the future updates and announcement about the public sale details.

## **NOTICE:**

- There is and will be NO “Pre-sale”. We haven’t released any public sale plans before. Be aware of scammers.
- We will NOT cancel public sale.
- We will NOT run a dutch auction and will NOT encourage a gas war situation.
- DxChain’s authorized admins will NEVER ask anyone to send ETH to any wallets. Don’t give your ETH away in private message.

# TOKEN ALLOCATION



## Token Information

Ticker	DX
Type	ERC20
Know Your Customer	YES

## Token Allocation

Total Tokens Supply	100 Billion
Total Tokens for Sale	22 Billion

## Token Sale Allocation

	Private Sale	Public Sale
Hard Cap	\$ 17.5 Million	\$ 4 Million
Price	1 DX = \$ 0.0009	* 1 DX ≈ \$ 0.0014
Lock Strategy	Release before listing 25% Locked for total 3 months 25% Locked for total 6 months 25% Locked for total 12 months 25%	No Lockup

\* The public sale price is subject to change due to the market performance.  
Please stay tuned to the final announcement made by the DxChain project team.

# TIMELINE

All supporters around the world who want to participate in the public sale will have to pass the KYC. The KYC process will start on Monday **2018/07/09 12:00:00 pm PST** time, and will last for 2-3 weeks. More details and instructions about how to participate will be released very soon.

\* You have to join at least one of the official DxChain Global Telegram Groups to be able to participate in the KYC.

Public sale will start in either late July or early August, depending on the KYC progress.

# WHITELISTING

We have been working incredibly hard to explore directions that would allow broader participations, however we cannot guarantee allocations for all supporters due to the growing interest in DxChain and limited token supply for public sale.

A probabilistic approach will be used to make the token distribution as fair as possible, and a whitelist scoring system will be designed to provide supporters who really care and contribute to DxChain community more opportunities to get involved in the public sale.

Detailed information will be announced very soon, please stay tuned.

Some of our official channels include:

- **Telegram News Channel** (look for the pinned post): <https://t.me/dxchainchannel>
- **Telegram Groups** (look for the pinned post)
  - i. **DxChain Global - New** (more than 40K members) : <https://t.me/dxchain>
  - ii. **DxChain Global** (almost 100K members): <https://t.me/dxchain1>
- **Twitter** (almost 27K subscribers): <https://twitter.com/DxChainNetwork>
- **Medium Blog**: <https://medium.com/dxchainnetwork>
- **Website** (watch out for fake spellings): <https://www.dxchain.com/>

## **KYC FORM**

In order to complete proper KYC, we are requesting that you provide the following, either as an individual or as a business:

1. Full Name (this must match the name appearing on submitted Photo ID):
2. Nationality / Place of incorporation:
3. Date of Birth / Date of incorporation:
4. Photo ID Number / Company Registration Number:
5. Personal Address/Business Address:
6. Email:
7. Upload Government issued Photo ID (e.g. Passport/National ID/Driving License):
8. Upload selfie picture (1) with Photo ID and (2) with piece of paper with current date:
9. Upload proof of address (e.g. utility bill, phone bill, bank statement sent by post within the last 3 months):
10. Upload a copy of the Certificate of Incorporation (for businesses):
11. Full name of authorised person (for businesses):
12. Upload document authorising the authorised person to bind the company, such as a board resolution or power of attorney (for businesses):
13. ETH Contribution Address (Do NOT use an address from an exchange to contribute as we will send DX to this address):
14. Source of funds:
15. Declaration to agree:
  - I confirm that I have read and understand the **DXCHAIN WHITE PAPER** and that I expressly accept all risks associated with my purchase, holding and use of DX.
  - I confirm that I have read and understand the **DX TOKEN - TERMS AND CONDITIONS OF TOKEN SALE AND USAGE** and that I expressly accept all terms, conditions, obligations, affirmations, representations and warranties described in this document and agree to be bound by them.
  - I confirm that I have obtained separate advice from my own legal, financial, tax or other professional adviser in relation to my purchase, holding and use of DX and I am responsible for my own decision to purchase, hold or use DX. I will not hold DXCHAIN LTD, its related companies, any of the project team members, or any of their distributors,

vendors or service providers liable for any kind of direct or indirect damage or loss whatsoever which I may suffer in connection with purchasing, holding or using DX.

- I confirm that I (or the entity which I represent, as the case may be) am/is not a citizen, resident (tax or otherwise), domiciliary and/or green card holder or other similar certificate of residency of, or incorporated / constituted in (as applicable), a country (a) which prohibits the purchase of any virtual currency, participation in token sales, or other similar activities, or (b) where it is likely that the sale of DX 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 and People's Republic of China), or (c) which is the subject of any sanctions administered or enforced by any country or government or international authority (and neither I nor the entity which I represent is the subject of any such sanctions), (including without limitation Cuba, North Korea, Serbia, Tunisia, Somalia, Zimbabwe, Congo, South Sudan, Sudan (north), Sudan (Darfur), Turkey, Iran, Iraq, Libya, Syria, Ethiopia, Yemen, Sri Lanka, and Venezuela).
- I confirm that I am not a politically exposed person.

**Notice:** By submitting this KYC form, you undertake that all information and material provided are true and authentic. You shall indemnify us for any claims, demands, actions, damages, losses, costs and expenses caused by false or misleading information. We reserve the right to reject any person if upon audit and additional review, we discover omissions or any matter which may be a cause for concern. It is our sole discretion to reject KYC applications and there is no appeal process.

## DXCHAIN 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 DX (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 DX, OR BY CONTINUING TO HOLD OR USE DX 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 DxChain tokens (**DX**) from **DXCHAIN LTD.**, a company incorporated or to be incorporated in the British Virgin Islands (the **Seller, we, or us**), as well as continued holding and/or usage of DX 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://dxchain.com> (the **Website**). By accessing or using the Website, purchasing DX (whether through an intermediary or otherwise), or continuing to hold or use DX, 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 DX (whether through an intermediary or otherwise) or continue to hold or use DX. We shall be under no obligation to maintain a copy of these Terms on the Website after the sale of DX, 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

DX is a cryptographic utility token. The purpose of DX is to facilitate the participation in the "DxChain" network (the **DxChain Network**) which, when fully developed, is envisaged to be an infrastructure level decentralised big data and machine learning network which is powered by a computing-centric blockchain with a native protocol token. End users may potentially use this network as a data exchange platform to trade data and as a business intelligence analytics platform to analyse data for supporting business insights. Eventually, it is the goal for the DxChain Network to include tools for the blockchain community and developers to design and build

applications within the ecosystem thereon. The DxChain Network 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.

DX is designed to be the only mechanism by which a user may obtain access to certain products and services on the DxChain Network (when the same is completed and deployed), and further, DX is to be paid to users as incentives for contributions to and/or maintenance of the DxChain Network. For each exchange of services or products on the DxChain Network, the costs are to be quantified in DX and paid to the DxChain Network and/or the other party providing the service. The goal of introducing DX is to provide a convenient and secure mode of payment and settlement between participants who interact within the DxChain Network. Users of the DxChain Network and/or holders of DX which did not actively participate in the DxChain Network will not receive any DX incentives.

DX is required as virtual crypto "fuel" for using certain designed functions on the DxChain network, providing the economic incentives which will be consumed to encourage participants to contribute and maintain the DxChain network. Computational and storage resources are required for running various applications and executing transactions on the DxChain Network, as well as the validation and verification of additional blocks / information on the blockchain, thus providers of these services / resources would require payment for the consumption of these resources (i.e. "mining") to maintain network integrity. Accordingly, DX will be used as the unit of exchange to quantify and pay the costs of the consumed computational resources.

DX is an integral and indispensable part of the DxChain Network because in the absence of DX, there would be no common unit of exchange for goods and services or economic incentive to motivate users to contribute, thus rendering the ecosystem on the DxChain Network unsustainable. The precise scope of the DxChain Network will be developed further and will be announced once finalised.

The ownership of DX 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 DX as a means to enable usage of and interaction with the DxChain Network, upon the successful development and deployment of the DxChain Network. DX is sold as a consumable virtual good, and does not have any functionality or utility outside the ecosystem on the DxChain Network – accordingly it is not necessarily merchantable and does not necessarily have any other use or value. The ecosystem on the DxChain Network is structured as a "closed system" insofar as the usage of DX is concerned.

You understand and accept that DX:

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

DX does not have any tangible or physical manifestation, and does not have any intrinsic value (nor does any Group Entity or any other person make any representation or give any commitment as to its value).

You acknowledge and agree that no Group Entity is under any obligation to issue replacement DX in the event any DX 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 DX. FOLLOWING THE CONCLUSION OF THIS ANALYSIS, THERE MAY BE CHANGES TO THE INTENDED FUNCTIONALITY OF DX IN ORDER TO ENSURE COMPLIANCE WITH ANY LEGAL OR REGULATORY REQUIREMENTS TO WHICH WE ARE OR DX IS SUBJECT. IN THE EVENT OF ANY CHANGES TO THE INTENDED FUNCTIONALITY OF DX, 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 DX (whether through an intermediary or otherwise), and continued holding and/or usage of DX is governed solely by these Terms. New terms or policies may be published from time to time on the DxChain Network at our sole discretion.

The sale of DX 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. You acknowledge that upon completion of the sale, title to, and risk of loss of, DX passes from us to you in the British Virgin Islands.

Any potential future usage of DX in connection with providing or receiving services or the usage of the DxChain Network (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 DxChain Network and/or Website, if the services and the DxChain Network 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 DxChain Network / 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 DxChain Network shall prevail with respect to any issues relating to the usage of DX in connection with the DxChain Network.

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 DX to your digital wallet.

## **3. CANCELLATION AND REFUSAL AT SELLER'S DISCRETION**

Your purchase of DX (whether through an intermediary or otherwise) from the Seller is final; there are no refunds or cancellations except as may be required by applicable law or regulation and you waive any rights to be refunded any amounts which you have paid to the Seller in exchange for DX or to cancel any purchase.

Notwithstanding the foregoing, the Seller reserves the right to refuse or cancel any request(s) to purchase or purchases of DX (as the case may be), at any time in its sole discretion without giving reasons, including without limitation the following:

- a. in connection with any failure to complete know-your-customer, anti-money laundering and counter terrorist financing checks prescribed by the Seller; or
- b. in connection with an adverse change of the regulatory environment.

In such event, the price paid by you shall be rejected or refunded (as applicable) in accordance with the Seller's internal policies and procedures, less fees and expenses incurred in connection with the development of the DxChain Network and the ecosystem thereon, or, if required by applicable law, confiscated. The Seller reserves the right to require you to provide the Seller with your personal details (including without limitation correct name, address and details of the digital wallet from which you have sent the funds), and it is your responsibility to provide correct details. Failure to provide this information will prevent the Seller from allocating the token to your digital wallet.

Any refund of the price under this Clause 3 shall be calculated at the USD exchange rate of the relevant token which had been paid to the Seller, at the time of payment or refund, whichever would result in a lower fiat / USD value of the refund (as the same may be conclusively determined by the Seller). No interest will accrue on the value of any refund and the Seller shall be entitled to charge a processing fee not exceeding 15% of the refund amount.

#### **4. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**

You acknowledge and agree that there are numerous risks associated with purchasing DX, holding DX, and using DX for participation in the DxChain Network. If you have any queries or require any clarification regarding these risks, please contact us at [support@dxchain.com](mailto:support@dxchain.com).

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 DX, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THE FOLLOWING RISKS:

##### **a. Uncertain Regulations and Enforcement Actions**

The regulatory status of DX 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 DX and/or the DxChain Network. Regulatory actions could negatively impact DX and/or the DxChain Network 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.

**b. Risks associated with the Blockchain Protocol**

Given that DX and the DxChain Network 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 DX and/or the DxChain Network. Moreover, advances in cryptography, or technical advances (including without limitation development of quantum computing), could present unknown risks to DX and/or the DxChain Network by rendering ineffective the cryptographic consensus mechanism that underpins that blockchain protocol. The future of cryptography and security innovations are highly unpredictable.

**c. Security**

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

**d. Insufficient Information**

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

**e. Security weaknesses.**

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

**f. Risks associated with markets for DX**

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

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

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

**g. Risk of Uninsured Losses**

DX 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.

**h. Taxation risks**

The tax characterisation of DX is uncertain. You must seek your own tax advice in connection with the purchase, holding and/or usage of DX, 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 DX and/or the DxChain Network and attempt to re-create similar facilities. The DxChain Network may be required to compete with these alternative networks, which could negatively impact DX and/or the DxChain Network.

**j. Insufficient Interest**

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

**k. Risk of Dissolution of the Seller, any Group Entity or the DxChain Network**

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 DX due to negative adoption of the DxChain Network, the failure of commercial relationships, or intellectual property ownership challenges, the DxChain Network 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 DX confers no governance rights of any kind with respect to the DxChain Network or any Group Entity, all decisions involving the DxChain Network 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 DxChain Network, to create and sell more DX for use in the ecosystem on the DxChain Network, or to sell or liquidate any Group Entity. These decisions could adversely affect the DxChain Network and DX you hold.

**m. Loss of Talent**

The development of the DxChain Network 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 DxChain Network or its future development. Further, stability and cohesion within the team is critical to the overall development of the DxChain Network. There is the possibility that conflict within the team and/or departure of core personnel may occur, resulting in negative influence on the project in the future.

**n. Failure to develop**

There is the risk that the development of the DxChain Network 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 DX, unforeseen technical difficulties, and shortage of development funds for activities.

**o. Risks Involving Cloud Storage**

As the DxChain Network may provide a decentralised cloud storage service to individual and institutional clients, including users and applications, the DxChain Network (and services thereon) are susceptible to a number of risks related to the storage of data in the cloud. The DxChain Network (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 DxChain Network 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 DxChain Network, there is the risk that the DxChain Network 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 DxChain Network and/or services thereon may face increasing interruptions and the ecosystem on the DxChain Network may face additional security vulnerabilities could adversely affect the DxChain Network and ecosystem thereon, and therefore the future utility of any DX that you hold.

**p. Forking**

The DxChain Network is a community project and certain elements are open-sourced. The Seller (nor any Group Entity) does not and cannot monopolise the development, marketing, operation or otherwise of the DxChain Network. Any entity may independently develop a patch or upgrade of the source code of the DxChain Network or blockchain without prior authorisation of any other party. The acceptance of these patches or upgrades by a sufficient (not necessarily overwhelming) percentage of DX holders could result in a “fork” in the blockchain, and consequently two diverging networks will emerge and remain. Each branch of the blockchain arising from the fork will have its own native cryptographic tokens – accordingly there will be two different versions of DX respectively residing in the two divergent branches with almost identical technical features and functions. The community on the DxChain Network may split into two groups in support of the two branches respectively.

Further, it is theoretically possible for each branch of the forked blockchain to be further forked an unlimited number of times. The temporary or permanent existence of forked blockchains could adversely affect the operation of the DxChain Network and blockchain and the DX which you hold, and may ruin the sustainability of the DxChain Network.

**q. Other risks**

In addition to the aforementioned risks, there are other risks associated with your purchase, holding and usage of DX, 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 DX 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 DX to you until you provide such requested information and we have determined that it is permissible to sell you DX 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 DX 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 DxChain Network. 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@dxchain.com](mailto:support@dxchain.com) (marking your email for the attention of "Data



Protection Officer"). We will endeavour to respond to your query / request within 30 days, and if that is not possible, we will inform you of the time by which we will respond to you.

- 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 DX 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 DX 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 DX, 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 DX 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 DX 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 DX. We are not responsible for withholding, collecting, reporting, or remitting any Taxes arising from your purchase, holding and/or usage of DX. 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 DX, 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 DX token sale, to purchase, hold and/or use DX, 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 DX. 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 DX 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 DX, 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, blockchain-like technology, blockchain-based software systems as well as other similar technologies and 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 DX.
- f. You have obtained sufficient information about DX to make an informed decision to purchase, hold and/or use DX.
- g. The funds, including any fiat, digital currency, virtual currency or cryptocurrency, used to purchase DX 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 DX 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 DX being purchased, held or used by you, or any person for whom you are acting as agent or nominee in connection with DX, is the subject of any sanctions or similar lists administered or enforced by the Financial Action Task Force, Financial Crimes Enforcement Network, the US Department of the Treasury’s Office of Foreign Assets Control, the US Department of State, the United Nations Security Council, North Atlantic Treaty Organization, 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 DX token sale or the DxChain Network is prohibited by applicable law, decree, regulation, treaty, or administrative act or (B) where it is likely that the sale of DX 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, and the People's Republic of China) (the **Restricted Countries**), (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), (iv) a citizen or resident of, or located in, a geographic area or country designated as "High-risk and other monitored jurisdictions" (or such other similar classification) by the Financial Action Task Force, or (v) a Politically Exposed Person (defined as a current or former senior official in the executive, legislative, administrative, military, or judicial branch of a government (elected or not), a senior official of a major political party, a senior executive of a government owned commercial enterprise, and/or being a corporation, business or other entity formed by or for the benefit of any such individual, any individual publicly known (or actually known by the relevant financial institution) to be a close personal or professional associate, or an immediate family member of such individual, meaning spouse, parents, siblings, children, and spouse's parents or siblings).
- j. The funds used in the purchase of DX 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 DX to participate in the DxChain Network, as well as to support the advancement, promotion, research, design and development of, and advocacy for a decentralised parallel-computing environment that supports big data and machine learning, as well as data storage, data exchange and big data computation for the data, as well as potentially receiving services on the DxChain Network (when the same is completed and deployed). You are not purchasing, holding or using DX for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes.
- l. You shall not sell or transfer any DX prior to procuring the purchaser's or transferee's agreement to these Terms.
- m. You acknowledge that the funds paid to us for the purchase of DX 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 undertaking to you in relation to the sale of DX or otherwise. Prospective purchasers of DX

should carefully consider and evaluate all risks and uncertainties (including financial and legal risks and uncertainties) associated with the DX 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 DX;
- 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 DX 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 DX. 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 DX 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 DX at your sole risk and discretion, and that DX 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 DX, 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 DX, 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 DX or the delivery mechanism for DX 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 DX.

## **18. SELLER NOT LIABLE**

DX 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 DX.

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

## **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 DX (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 DX 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@dxchain.com](mailto:support@dxchain.com).