# Simple Agreement For EQcoin Tokens

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# 1. Terms

- 1. Simple Agreement For EQcoin Tokens is a utility token. Its symbol is SAFE and is referred to as "SAFE".
- 2. Simple Agreement For EQcoin Tokens is defined in <u>Section 3</u> below, referred to as "SAFEQCT".
- 3. Eligible Individual is defined in <u>Section 3.2</u> below, referred to as "you", "your", "I", "me", "my", "Participant", "Participants" and similar terms.
- 4. Wandering Earth 0 Corporation is an international business company registered in Seychelles, referred to as "Legal Entity".
- 5. The centralized and/or decentralized cryptocurrency exchanges, referred to as "Exchanges".
- 6. "SAFEs through Exchanges and/or other blockchain-based transactions (e.g., those related to SAFEs for updating the states of blockchain-based networks such as Ethereum, BNB Chain, EOS, TRON, Polygon, etc.) and/or other transactions.", referred to as "SAFEtrans".

# 2. Kindly reminders

The Legal Entity hereby kindly reminds you that before directly and/or indirectly participating in the purchase and/or holding of

SAFEtrans, please make sure that you have first exhaustively read and fully understood the SAFEQCT and the EQcoin Bible, especially the terms and conditions in the SAFEQCT that exempt or limit liability or other terms and conditions involving your significant rights and interests, which may prompt you to pay attention highlighted in bold.

# 3. Simple Agreement For EQcoin Tokens

SAFEQCT is an agreement between Participants and the Legal Entity regarding Participants ' directly or indirectly participating in the purchase and/or holding of SAFEtrans.

Participants ' acceptance of the SAFEQCT constitutes your voluntary agreement to be bound by all of its terms and conditions. If Participants do not accept the SAFEQCT, you must not directly or indirectly participate in the purchase and/or holding of SAFEtrans. Conversely, if Participants directly or indirectly participate in the purchase and/or holding of SAFEtrans, this action legally demonstrates your acceptance of the SAFEQCT. It is legally equivalent to your handwritten "I accept the Simple Agreement for EQcoin Tokens" signature on your SAFEQCT printed on paper. By

taking this action, you are legally confirming that you have exhaustively read, fully understood, and accepted the SAFEQCT. You also agree that all decisions related to direct and/or indirect participation in the purchase and/or holding of SAFEtrans are made under all the terms of the SAFEQCT. These decisions are final, legally binding, and enforceable against you.

Participants are strongly encouraged to seek legal, financial, and tax advice regarding their individual circumstances and objectives in determining whether to directly or indirectly participate in the purchase and/or holding of SAFEtrans.

# 3.1 The legal entities of decentralized public blockchains

Due to the need to avoid legal risks, comply with regulations, list on centralized cryptocurrency exchanges, and fulfill other similar requirements (most centralized cryptocurrency exchanges require that the applicant for cryptocurrency listing must be a legal entity), almost all decentralized public blockchains have one or more legal entities involved in their daily operations.

# 3.1.1 The legal entity of Bitcoin, Bitcoin Cash, Ethereum Classic, Litecoin and Ethereum

According to the information provided by BTC.com (BTC.com)

Professional Data Service for Global Blockchain Enthusiasts), it is indicated that whether it is a PoW-based public chain (Bitcoin, Bitcoin Cash, Ethereum Classic, Litecoin) or a PoS-based public chain (Ethereum), almost all of the providers of their blockchain services are legal entities in the form of limited liability companies.

## 3.1.2 The legal entity of SAFEQCT and SAFE

The legal entity of SAFEQCT and SAFE is the Legal Entity. The legal entity of SAFEQCT and SAFE may be changed according to needs. The changed SAFEQCT and SAFE legal entity will jointly perform the SAFEQCT with you and provide you with services. The change of the SAFEQCT and SAFE legal entity will not affect your rights under the SAFEQCT.

# 3.2 Eligible Individual

Only Eligible Individual can directly and/or indirectly participate in the purchase and/or holding of SAFEtrans.

An "Eligible Individual" is a natural person or organization(including corporation, not for profit corporation and

other nonprofit organization, limited liability company, partnership, and other legal entities) who:

- 1. If is a natural person who:
- 1.1 Is the greater of: (1) 18 years of age, or (2) the minimum age that is legally permitted to use and hold cryptocurrency.
- 1.2 Participates in the SAFEQCT in the jurisdiction where such person resides;
- 1.3 Is legally permitted to participate in the SAFEQCT and holding SAFEs, Passports and EQCs in the jurisdiction where such person resides.
- 2. Is not a citizen of, located in, or otherwise normally residing in Cuba, Iran, North Korea, Syria, any Russian-controlled region of Ukraine, or any other country or region subject to sanctions by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), as may be updated from time to time;
- 3. Is not an individual, or an individual employed by or associated with an entity, or an organization, identified on the U.S. Department of Commerce's Denied Persons or Entity List;
- 4. Is not an individual, or an individual employed by or associated with an entity, or an organization identified on the U.S. Department of the Treasury's Specially Designated Nationals list or Blocked Persons or Entity List, or the U.S. Department of the State's Debarred

#### **Parties List**:

- 5. Does not reside in a jurisdiction where participate in the SAFEQCT or the transfer and/or holding of cryptocurrency is illegal or would require a special license or authorization that the such person does not possess;
- 6. Does not reside in a jurisdiction where access to or use of the services is prohibited by applicable law, decree, regulation, treaty, or administrative act or that requires cryptocurrency businesses to be licensed;
- 7. Is not a Resident of, or located in, a jurisdiction that is subject to U.S. or other sovereign country sanctions or embargoes;
- 8. Does not reside in a jurisdiction where transactions in respect of, or with use of, cryptocurrency are prohibited or fall under the restrictive regulations or require from the Legal Entity to be registered or licensed with any applicable governmental authorities; and
- 9. Does not reside (1) in the United States of America (including its states and the District of Columbia), Puerto Rico, the Virgin Islands of the United States, or any other possessions of the United States of America, or (2) in the People's Republic of China, or (3) in the Canada, or (4) in the United Kingdom, or (5) in the Republic of Korea, or (6) in a country or territory where transactions with cryptocurrency are prohibited or in any manner restricted by applicable laws or

regulations.

#### 3.3 About SAFE

SAFE is an ERC20 standard utility token issued based on Polygon. It supports issuance and burn. Its initial supply is 21,000,000 and may be subject to additional issuance as needed. Its decimal is 8. SAFE is issued in Seychelles.

SAFE, EQC, and Passport are all commodities with their own inherent original value and utility. SAFE, EQC, and Passport are not securities, futures, stocks, bonds, business trusts, collective investment plans, investment contracts, and derivative contracts.

Therefore, directly or indirectly participating in the purchase and/or holding of SAFEtrans will not yield any profits and/or returns.

Participants enjoy the following future rights by directly or indirectly participating in the purchase and/or holding of SAFEtrans:

1. The right to priority exchanges Passport.

Participants can exchanges Passports one by one in descending order according to the SAFEAge<sup>1</sup> of the SAFEs they held, and the Passport ID numbers that participants can exchanges starts from No.1002. The balance of each Passport shall not be less than 51 EQC.

<sup>&</sup>lt;sup>1</sup> SAFEDay is the SAFE held days on Ethereum. SAFEAge is the sum of (SAFE held amount \* its SAFEDay). When SAFEAges are equal, Passports will be Exchangesd one by one in descending order according to the time when participants first deposit SAFEs to Polygon.

According to the amount of SAFEs directly and/or indirectly purchased by the participants, they can specify to issue Passports that do not exceed the maximum number of Passports that they can issue.

2. The right to exchanges EQC according to the exchanges ratio of one SAFE for one EQC.

# 3.4 SAFE delivery schedule

Passports and EQCs earned by the participants through the directly and/or indirectly participate in the purchase and/or holding of SAFEtrans will be delivered in the Eden stage (this stage is only for participants to exchanges their own Passports and EQCs) at the starting point of the launch of the EQcoin main network. The EQcoin main network is expected to be launched in 2024 (the launch time may be delayed).

The Legal Entity will exchanges Passports and EQCs for the participants of the relevant SAFE transaction pairs one by one.

The Legal Entity will inform participants of the specific method of converting SAFE to Passports and EQCs through the Legal Entity's official Twitter at least 30 days in advance at the Eden stage at the start of the EQcoin mainnet launch for participants to provide relevant information.

#### 3.6 Restrictions on SAFE transfer

Participants may not directly and/or indirectly assign, resell or otherwise transfer SAFEs, Passports, EQCs and the rights contained in the SAFEQCT to non Participants.

# 3.7 SAFE Participant representations

I fully understand, represent, agree, accept, acknowledge, and warrant the following to the Legal Entity and its cooperative partners as of the date of the SAFEQCT and as of the SAFEs, Passports and EQCs Delivery Date.

- (1) I fully understand, represent, agree, accept, acknowledge, and warrant that it is my responsibility and obligation to exhaustively read and fully understand the SAFEQCT before directly and/or indirectly participate in the purchase and/or holding of SAFEtrans.
- (2) I fully understand, represent, agree, accept, acknowledge, and warrant that I am a Participant as defined in Section 3.2 and if my country of residence or other circumstances change so that the above representations are no longer accurate, I will immediately cease using the relevant services and stop holding the SAFEs, Passports and EQCs. If I am not a Participant but I still directly and/or indirectly purchased and held the SAFE so that I have done it on an

unlawful, unauthorized and fraudulent basis, and in this regard will bear any negative consequences. I fully understand, represent, agree, accept, acknowledge, and warrant that I agree to indemnify the Legal Entity for any and all costs, fees and expenses (including fines, taxes, reasonable legal fees and disbursements, etc) related to any damages and/or losses directly and/or indirectly caused by me.

- (3) I fully understand, represent, agree, accept, acknowledge, and warrant that there are substantial restrictions on the transferability of the SAFEs, Passports, EQCs and the rights contained in the SAFEQCT so that I am not assign, resell or otherwise transfer SAFEs, Passports, EQCs and the rights contained in the SAFEQCT to non participants.
- (4) I fully understand, represent, agree, accept, acknowledge, and warrant that any transfer made in violation of the transfer provisions of the SAFEQCT will be void.
- (5) I fully understand, represent, agree, accept, acknowledge, and warrant that I have relevant knowledge and experience in financial and business matters so that I am able to assess the advantages and risks of directly and/or indirectly participating in the purchase and/or holding of SAFEtrans, am able to bear the full loss of directly and/or indirectly participating in the purchase and/or holding of SAFEtrans without compromising my financial situation, and am able to bear

the economic risks of directly and/or indirectly participating in the purchase and/or holding of SAFEtrans indefinitely.

- (6) I fully understand, represent, agree, accept, acknowledge, and warrant that my acceptance of the SAFEQCT constitutes my voluntary agreement to be bound by all of its terms and conditions. If I do not accept the SAFEQCT, I will not directly and/or indirectly participate in the purchase and/or holding of SAFEtrans; Conversely If I complete all the procedures for directly and/or indirectly participate in the purchase and/or holding of SAFEtrans, it means that I have carefully read and fully understood, recognized, agreed, accepted and acknowledged that the SAFEQCT, and agreed that all decisions related to the directly and/or indirectly participate in the purchase and/or holding of SAFEtrans are made pursuant to these rules and are final and binding.
- (7) I fully understand, represent, agree, accept, acknowledge, and warrant that I have reviewed with my tax advisors the federal, state, local, and foreign tax consequences of directly and/or indirectly participating in the purchase and/or holding of SAFEtrans. I am relying solely on such advisors and not on any statements or representations of the Legal Entity or any of its cooperative partners. I understand that I (and not the Legal Entity or any of its cooperative

partners) shall be responsible for my tax liability that may arise as a result of the transactions contemplated by the SAFEQCT.

- (8) I fully understand, represent, agree, accept, acknowledge, and warrant that SAFE, EQC and Passport are not securities, stocks, bonds, commercial trusts, collective investment plans, investment contracts and derivative contracts.
- (9) I fully understand, represent, agree, accept, acknowledge, and warrant that mine directly and/or indirectly participate in the purchase and/or holding of SAFEtrans is a consumption behavior of my directly and/or indirectly purchase and/or hold of commodities and not my investment behavior.
- (10) I fully understand, represent, agree, accept, acknowledge, and warrant that my directly and/or indirectly participate in the purchase and/or holding of SAFEtrans will not yield any profits and/or returns.
- (11) I fully understand, represent, agree, accept, acknowledge, and warrant that I directly and/or indirectly participate in the purchase and/or holding of SAFEtrans for priority exchanges of Passport and use/provide the decentralized finance services via the EQcoin ecosystem.
- (12) I fully understand, represent, agree, accept, acknowledge, and warrant that as a holder of SAFE I have no right to vote or receive dividends or to be regarded as the holder of the ownership interests

in the Legal Entity for any purpose, nor will anything contained herein be construed to confer on me, as such, any of the rights of a member of the Legal Entity or any right to vote for the election of directors or managers or upon any matter submitted to members at any meeting thereof, or to give or withhold consent to any Legal Entity action or to receive notice of meetings, or to receive subscription rights or otherwise.

- (13) I fully understand, represent, agree, accept, acknowledge, and warrant that I agree upon request to execute any further documents or instruments necessary or desirable to carry out the purposes or intents of the SAFEQCT.
- (14) I fully understand, represent, agree, accept, acknowledge, and warrant that my directly and/or indirectly participate in the purchase and/or holding of SAFEtrans is based on my real consumer needs, and I did not make any directly and/or indirectly malicious participate in the purchase and/or holding of SAFEtrans otherwise I made it on an illegal, unauthorized and fraudulent basis, and I will bear any negative consequences in this regard.
- (15) I fully understand, represent, agree, accept, acknowledge, and warrant that I can not use SAFEs, Passports and EQCs for any military purposes, support terrorism, nuclear facilities, chemical and biological weapons, missiles, weapons of mass destruction, etc.

- (16) I fully understand, represent, agree, accept, acknowledge, and warrant that the Legal Entity or any of its cooperative partners are not liable in damages in respect of any failure or loss on my directly and/or indirectly participate in the purchase and/or holding of SAFEtrans.
- (17) I fully understand, represent, agree, accept, acknowledge, and warrant that the performance and consummation of the transactions contemplated by the SAFEQCT do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Legal Entity; (ii) results in the acceleration of any material indenture or contract to which the Legal Entity is a party or by which it is bound; or (iii) results in the creation or imposition of any lien upon any property, assets or revenue of the Legal Entity or the suspension, forfeiture, or non renewal of any material permit, license or authorization applicable to the Legal Entity, its business or operations.
- (18) I fully understand, represent, agree, accept, acknowledge, and warrant that all SAFEs directly and/or indirectly purchased from the Legal Entity directly and/or indirectly through the Exchanges and/or other Participants are final, and there are no refunds or cancellations.

  (19) I fully understand, represent, agree, accept, acknowledge, and warrant that if I am directly and/or indirectly participate in the

purchase and/or holding of SAFEtrans on behalf of a legal entity:

- (i) the legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (ii) I am duly authorized by the legal entity to act on its behalf.
- (20) I fully understand, represent, agree, accept, acknowledge, and warrant that there are risks associated with directly and/or indirectly participating in the purchase and/or holding of SAFEtrans, and, once the Passports and EQCs are delivered, holding and/or using them on the EQcoin Network, as more fully disclosed and explained in the SAFEQCT. By directly and/or indirectly participating in the purchase and/or holding of SAFEtrans, I expressly acknowledge and assume these risks.
- (21) I fully understand, represent, agree, accept, acknowledge, and warrant that I have sufficient knowledge, understanding, and experience, either independently or together with my purchaser and/or holder representative(s), in financial and business matters, and of the functionality, usage, storage, transmission mechanisms, and other material characteristics of cryptocurrency, cryptocurrency wallets and other cryptocurrency storage mechanisms, public and private key management, blockchain technology, and blockchain based software systems, to understand the terms of the SAFEQCT, as well as relevant knowledge, understanding, and experience that

enables me to evaluate the advantages and risks of directly and/or indirectly participating in the purchase and/or holding of SAFEtrans.

(22) I fully understand, represent, agree, accept, acknowledge, and warrant that I am directly and/or indirectly participating in the purchase and/or holding of SAFEtrans to receive future delivery of the Passports and EQCs and other rights listed in the Section 3.3. I desire to receive future Passports and EQCs in order to provide or use services via the EQcoin network. I am not directly and/or indirectly participating in the purchase and/or holding of SAFEtrans for any other uses or purposes, including, but not limited to, any investment, speculative, or other financial purposes.

(23) I fully understand, represent, agree, accept, acknowledge, and warrant that I agree on behalf of myself and my successors and assigns, without further consideration, to prepare, execute, acknowledge, file, record, publish, and deliver any other instruments, documents and statements and to take any other action that the Legal Entity may deem necessary or appropriate to comply with applicable laws and to effectuate and carry out the purposes of the SAFEQCT. I further agree that the Legal Entity may, in its sole discretion, refuse to sell me SAFEs if, among other things, I refuse to comply with this provision.

- (24) I fully understand, represent, agree, accept, acknowledge, and warrant that the Legal Entity and its cooperative partners will rely on my information, representations, warranties and covenants in the SAFEQCT for many purposes.
- (25) I fully understand, represent, agree, accept, acknowledge, and warrant that the SAFEQCT shall become binding and enforceable against me in accordance with its terms and conditions on the date that I accept the SAFEQCT. I fully understand, represent, agree, accept, acknowledge, and warrant that, once I accept the SAFEQCT, I have no right to cancel, terminate or revoke the SAFEQCT.
- (26) I fully understand, represent, agree, accept, acknowledge, and warrant that If I am an individual:
- (i) I have all the necessary legal capacity to directly and/or indirectly participate in the purchase and/or holding of SAFEtrans;
- (ii) I have all the necessary legal capacity to execute and deliver the SAFEQCT and any other documents relating to the SAFEQCT that I need to execute and deliver in order to directly and/or indirectly participate in the purchase and/or holding of SAFEtrans; and
- (iii) Neither the execution, delivery, or performance of the SAFEQCT or any other documents relating to the SAFEQCT that I need to execute and deliver in order to directly and/or indirectly participate in the purchase and/or holding of SAFEtrans nor the consummation

of any of the transactions contemplated hereby or thereby by me,

(a) will violate or conflict with any law, rule, ordinance, judgment,
order or decree of any court or other governmental authority, (b) will
conflict with or result in any breach or default, permit any party to
accelerate or terminate any rights, or result in the creation of any lien,
charge or encumbrance pursuant to the provision of any material
contract, deed, mortgage, lease, franchise, license, permit
authorization, instrument or agreement of any kind to which I am a
party or by which I am bound or to which the properties or assets of
me are subject, or (c) will require the consent or approval of any
person except for consents or approvals that have already been
obtained.

- (27) I fully understand, represent, agree, accept, acknowledge, and warrant that If I am an entity:
- (i) I am a duly incorporated or organized, validly existing and reputable corporation or other organization duly incorporated or organized under the laws of the country in which the organization is incorporated or organized, and have the necessary powers and authorities to carry out its current business and operations as now being conducted,
- (ii) The execution and delivery of the SAFEQCT and any documents that I need to sign and deliver in connection with my directly and/or

indirectly participate in the purchase and/or holding of SAFEtrans, and my performance under these agreements, have been duly authorized by appropriate action;

- (iii) I will provide the Legal Entity with any evidence of the foregoing that the Legal Entity may reasonably request, whether by certified resolution or otherwise; and
- (iv) I execute and deliver the SAFEQCT and any other instruments on behalf of I have all the necessary powers, authorities and capacities to execute and deliver those instruments.
- (28) I fully understand, represent, agree, accept, acknowledge, and warrant that I have relied solely upon the SAFEQCT and the independent investigation I have done in making the decision to directly and/or indirectly participate in the purchase and/or holding of SAFEtrans. I also do not rely on the Legal Entity with respect to the legal, tax and other economic factors involved in directly and/or indirectly participating in the purchase and/or holding of SAFEtrans and understand that it is solely responsible for reviewing the legal, tax, and other economic factors involved in directly and/or indirectly participating in the purchase and/or holding of SAFEtrans with my own legal, tax and other consultants.
- (29) I fully understand, represent, agree, accept, acknowledge, and warrant that I am solely responsible for reviewing the SAFEQCT and

discussing with counsel the representations, warranties and agreements that I am making in the SAFEQCT, to the extent I deem necessary.

- (30) I fully understand, represent, agree, accept, acknowledge, and warrant that neither the Legal Entity nor its representatives have made any representations (whether written or oral) to me
- (i) regarding the future value of the SAFEs or the future value of the Passports and EQCs or (ii) that the past business performance and experience of the Legal Entity will in any way predict the current or future value of the SAFEs or the current or future value of the Passports and EQCs.
- (31) I fully understand, represent, agree, accept, acknowledge, and warrant that the directly and/or indirectly participate in the purchase and/or holding of SAFEtrans:
- (i) does not provide me with any form of rights relating to the

  Legal Entity or its revenues or assets, including but not limited to any
  voting, distribution, redemption, liquidation, proprietary (including
  all forms of intellectual property rights) or other financial or legal
  rights;
- (ii) is not a loan to the Legal Entity; and
- (iii) does not provide me with any ownership or other interests in the Legal Entity.

(32) I fully understand, represent, agree, accept, acknowledge, and warrant that the Legal Entity reserves any and all current and future rights, titles and interests in any and all intellectual property rights of the Legal Entity including but not limited to discoveries, ideas, marks, concepts, methods, formulas, processes, codes, software, inventions, compositions, techniques, information and data, whether or not protectable in trademark, copyrightable or patentable, and any trademarks, copyrights or patents based thereon and I can not use any and all intellectual property rights of the Legal Entity for any reason without the prior written consent of the Legal Entity. (33) I fully understand, represent, agree, accept, acknowledge, and warrant that I have sufficient knowledge, understanding, and experience, either independently or together with my purchaser and/or holder representative(s), in financial and commercial matters, as well as in the functionality, usage, storage, transmission mechanisms, and other material characteristics of cryptocurrency, cryptocurrency wallets and other cryptocurrency storage mechanisms, public and private key management, blockchain technology, and blockchain based software systems, to understand the terms of the SAFEQCT, and the relevant knowledge, understanding, and experience enables me to evaluate the

advantages and risks of directly and/or indirectly participating in the purchase and/or holding of SAFEtrans.

- (34) I fully understand, represent, agree, accept, acknowledge, and warrant that I (i) can bear the economic cost of holding SAFE indefinitely; (ii) have sufficient means to meet my current needs and possible personal contingencies, even if SAFE loses all its value; and (iii) don't need the liquidity of SAFE. My directly and/or indirectly participate in the purchase and/or holding of SAFEtrans meets my objectives and cash flow requirements and will not adversely affect my overall demand for diversification and liquidity.
- (35) I fully understand, represent, agree, accept, acknowledge, and warrant that I am solely responsible for reviewing, understanding and considering the relevant risks, including but not limited to those described in the SAFEQCT and the EQcoin Bible and the operations, financial condition and operating results of the Legal Entity may be materially and adversely affected by any one or more risk factors, as well as the underlying value of my SAFE, which may lead to the loss of all values of SAFE.
- (36) I fully understand, represent, agree, accept, acknowledge, and warrant that payment or other transfer of value directly and/or indirectly to the Exchanges and the Legal Entity will not cause the Exchanges and the Legal Entity to violate applicable U.S. federal or

state or non U.S. laws or regulations, including but not limited to anti money laundering, economic sanctions, anti bribery or anti boycott laws or regulations, including but not limited to the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("USA PATRIOT ACT"), various statutes, regulations and executive orders administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) and the Foreign Corrupt Practices Act (FCPA). (37) I fully understand, represent, agree, accept, acknowledge, and warrant that payment or other transfer of value directly and/or indirectly to the Exchanges or the Legal Entity is not or will not be derived from, pledged for the benefit of, or in any way related to (i) the government of any country designated by the USA or the United Nations as a supporter of international terrorism; (ii) property frozen under any laws, orders or regulations; and (iii) any illegal activities, directly and/or indirectly.

- (38) I fully understand, represent, agree, accept, acknowledge, and warrant that the Legal Entity is not obligated to comply with any anti money laundering requirements but may, in its sole discretion, voluntarily comply with any or all such requirements.
- (39) I fully understand, represent, agree, accept, acknowledge, and warrant that any dispute arising out of or relating to the SAFEQCT is

a personal dispute between me and the Legal Entity and its cooperative partners and will be resolved exclusively through individual arbitration and will not be brought as a class, mass and collective arbitration; class, mass and collective action or any other type of representative proceeding. There will be no class, mass and collective arbitration or arbitration in which an individual attempts to resolve a dispute as the representative of another individual or group of individuals. In addition, disputes cannot be brought as a class, mass and collective or other type of representative actions, whether within or outside the arbitration, or on behalf of any other individual or group of individuals.

- (40) I fully understand, represent, agree, accept, acknowledge, and warrant that all disclosures provided to me through relevant websites of the Legal Entity will be deemed to have been good and effective delivery to me when it is released, regardless of whether I actually or timely access these disclosures.
- (41) I fully understand, represent, agree, accept, acknowledge, and warrant that my representations and warranties in the SAFEQCT and the other provisions of the SAFEQCT will continue to be valid after the execution and delivery of SAFE.

#### 3.8 Alter

The Legal Entity reserves the right to amend the SAFEQCT terms and the EQcoin Bible contents as necessary, and the changed SAFEQCT and EQcoin Bible (hereinafter referred to as "change" matters") will be released publicly on the EQcoin/EQcoinFiles (github.com) and relevant websites of the Legal Entity for your reference. The Legal Entity may amend the SAFEQCT terms and the **EQcoin Bible contents from time to time, so the Legal Entity advise** you to visit relevant websites of the Legal Entity regularly. The Legal Entity also recommends that you carefully read, fully understand and double check the SAFEQCT and the EQcoin Bible frequently and carefully for any changes. The change matters are effective when they are already released. If you do not agree and accept with the effective change matters, you shall stop using the services and stop holding SAFE within 7 days after the change matters is released, and the change matters will not have effect on you; Conversely if you continue to use the services and hold SAFE after 7 days after the release of the change matters, you are deemed to have agreed and accepted the change matters that have taken effect.

## 3.9 Legal jurisdiction applies and otherwise

The establishment, entry into force, performance, interpretation and dispute resolution of SAFEQCT shall be governed by the laws of the Republic of Seychelles. If any dispute or controversy arises between you and the Legal Entity, it shall first be settled through friendly negotiation; If the negotiation fails, you fully understand, represent, agree, accept, acknowledge, and warrant that you must bring an action and/or file a lawsuit in the court with competent jurisdiction in the Republic of Seychelles where the Legal Entity is domiciled, without regard to the conflicts of law provisions of such jurisdiction.

The titles of all SAFEQCT clauses are for reading convenience only and have no actual meaning in themselves, and cannot be used as the basis for the interpretation of the SAFEQCT meanings.

If the SAFEQCT clause is partially invalid or unenforceable for any reason, the remaining provisions shall remain valid and binding on the parties.

If certain provisions of the SAFEQCT are inapplicable for any reason, the other provisions of the SAFEQCT will continue to apply and the inapplicable provisions will be modified so that they can be legally applied.

Other rights not expressly authorized by the Legal Entity remain

reserved and you must separately obtain additional written permission from the Legal Entity to exercise these rights. The Legal Entity's failure to exercise any of the foregoing rights shall not constitute a waiver of such rights.

The final interpretation right of the SAFEQCT belongs to the Legal Entity.

## 3.10 Force majeure and third party reasons

The Legal Entity performs relevant obligations in accordance with the law, but the Legal Entity is not liable for breach of contract in case of the SAFEQCT performance obstacles, performance defects, performance delays or changes in performance contents caused by the following reasons:

- 1. Due to force majeure factors such as natural disasters, strikes, riots, wars, government actions, judicial administrative orders;
- 2. Service interruption or obstruction due to public service factors such as power supply failure, communication network failure, or any service interruption, obstruction and other circumstances that cannot meet your requirements caused by hacker attacks, computer virus intrusion, illegal content information, harassment information shielding, government control and any other network, technology,

communication line, information security management measures, etc.;

3. In the case that the Legal Entity has managed in good faith, due to routine or emergency equipment and system maintenance, equipment and system failure, network information and data security and other factors.

### 3.11 Disclaimers

The information set forth in the SAFEQCT may not be exhaustive.

It is the Participant's responsibility and obligation to visit relevant websites of the Legal Entity regularly to carefully read, fully understand and double check the SAFEQCT and the EQcoin Bible frequently and carefully for any changes.

The Legal Entity doesn' t carry on any regulated activity (1) in the United States of America (including its states and the District of Columbia), Puerto Rico, the Virgin Islands of the United States, or any other possessions of the United States of America, or (2) in the People's Republic of China, or (3) in the Canada, or (4) in the United Kingdom, or (5) in the Republic of Korea or (6) in other countries and territories where transactions in respect of, or with use of, cryptocurrency fall under the restrictive regulations or require from the Legal Entity to be registered or licensed with any applicable

governmental authorities.

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Prior to participate in the purchase and/or holding of SAFEtrans, a prospective Participant should consult with Participant's own legal, investment, tax, accounting, and other advisors to determine the potential benefits, burdens, and other consequences of such a transaction.

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