

# Simple Agreement for EQcoin Token

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# 1. Terms

1. EQcoin Token is a utility token, hereinafter referred to as "**ET**".
2. Simple Agreement for EQcoin Token is defined in [Section 3](#) below, hereinafter referred to as "**SAET**".
3. **Participant** is defined in [Section 3.2](#) below, hereinafter referred to as "**you**", "**your**", "**I**", "**me**", "**my**", "**Participants**" and **similar terms** used throughout this file.
4. Wandering Earth Corporation is an international business company registered in Seychelles, hereinafter referred to as "**the foundation**".
5. BankCEX Exchange(the domain name is [www.bankcex.com](http://www.bankcex.com), is a cryptocurrency exchange and platform focused on driving mass adoption, the end user experience and regulatory compliance), hereinafter referred to as "**the exchange**".

## 2. Special reminder

The foundation hereby reminds you that before directly and/or indirectly purchasing and/or holding ET directly and/or indirectly through the exchange, please be sure to carefully read and fully understand all the contents of the [EQcoin Bible](#) and all the terms of the SAET, especially the terms in the SAET that exempt or limit

liability or other terms involving your significant rights and interests, which may prompt you to pay attention highlighted in bold.

### **3. Simple Agreement for EQcoin Token**

SAET is an agreement between Participant and the foundation and its cooperative partner the exchange regarding Participant's directly and/or indirectly purchase and/or holding of ET directly and/or indirectly through the exchange. The foundation and its cooperative partner the exchange respectively sign SAET with you for your rights and obligations in the process of receiving directly and/or indirectly services from the exchange, and independently assume responsibility for you, without assuming any guarantee or joint liability for each other.

Your acceptance of the SAET constitutes your voluntary acceptance to be bound by all the terms of the SAET. If you do not accept the SAET, you should not directly and/or indirectly purchase and/or hold ET directly and/or indirectly through the exchange; Conversely if you complete all the procedures for directly and/or indirectly purchasing and/or holding ET directly and/or indirectly through the exchange, it means that you have carefully read and fully understood,

**represented, agreed, accepted, acknowledged and warranted that you accept the SAET, and agreed that all decisions related to the directly and/or indirectly purchase and/or holding of ET directly and/or indirectly through the exchange are made pursuant to these rules and are final and binding.**

**Participants are strongly encouraged to seek legal, financial, and tax advice regarding their individual circumstances and objectives in determining whether to directly and/or indirectly purchase and/or hold ET directly and/or indirectly through the exchange.**

### **3.1 Scope of ET legal entity**

**The legal entity of ET is the foundation. Under the SAET, the legal entity of ET may be changed according to the adjustment of the operating business. The changed ET legal entity will jointly perform the SAET with you and provide you with services. The change of the ET legal entity will not affect your rights under the SAET.**

### **3.2 Participant eligibility**

**ET is only available for directly and/or indirectly purchase and/or hold directly and/or indirectly through the exchange by Eligible Individual, as defined below in Section 3.2.1.**

### **3.2.1 Eligible Individual**

**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 SAET in the jurisdiction where such person resides;**

**1.3 Is legally permitted to participate in the SAET and holding ETs, 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 SAET 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 foundation 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 ET**

ET is an ERC20 standard utility token issued based on Ethereum. It does not support additional issuance, but supports burn. Its total supply is fixed at 21,000,000 and the decimal is 8.

ET, EQC and Passport are not securities, futures, stocks, bonds, business trusts, collective investment plans, investment contracts and derivative contracts, so the directly and/or indirectly purchase and/or holding of ET directly and/or indirectly through the exchange will not bring any profits and returns.

ET, EQC and Passport are all commodities with their own inherent original value and use value. Participants enjoy the following future rights through the directly and/or indirectly purchase and/or holding of ET directly and/or indirectly through the exchange:

- 1. The right to priority exchange Passport.**

Participants can exchange Passports one by one in descending order according to the ETAge<sup>1</sup> of the ETs they held, and the Passport

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<sup>1</sup> ETDay is the ET held days on Ethereum. EQAge is the sum of (ET held amount \* its ETDay). When ETAgEs are equal, Passports will be exchanged one by one in descending order according to the time when participants first deposit ETs to Ethereum.



ID numbers that participants can exchange starts from No.1002. The balance of each Passport shall not be less than 51 EQC. According to the amount of ETs 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 exchange EQC according to the exchange ratio of one ET for one EQC.

3. The right to provide issue and sell passport services and charge customized service fees.

4. The right to provide deploy smart contract services and charge customized service fees.

### **3.4 ET purchase Instructions**

ET will be offered through the exchange in two independent stages.

**Stage 0:**

Participant can first directly and/or indirectly purchase ET directly and/or indirectly through the [ET IEO LaunchPad of the exchange](#).

After the ET IEO LaunchPad is over, 7 days will be reserved for participants to withdraw ETs from the exchange to Ethereum before the ET relevant transaction pairs start trading(WARNING: ET IEO LaunchPad Participants must complete withdrawing ETs from the

exchange to Ethereum during this period to confirm their participation in the ET IEO LaunchPad and the ETAge of the ETs they hold).

#### **Stage 1:**

After 7 days after the end of the ET IEO LaunchPad, participant can directly and/or indirectly purchase ET directly and/or indirectly through the ET/BTC or ET/ETH transaction pairs of the exchange(WARNING: Participants of ET/BTC or ET/ETH transaction pairs must complete withdrawing ETs from the exchange to Ethereum after purchased ASAP to confirm the order of their purchases and the ETAge of the ETs they hold).

**ET IEO relevant time information:**

**Starting Time: 07:00 PM UTC, 2022.12.12**

**Ending Time: 07:00 PM UTC, 2022.12.26**

### **3.5 ET delivery schedule**

Passports and EQCs earned by the participants through the directly and/or indirectly purchase and/or holding of ET directly and/or indirectly through the exchange will be delivered in the Eden stage (this stage is only for participants to exchange 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 2023 (the launch time may be delayed).**

**The foundation will exchange Passports and EQCs for participants in two independent stages, first for ET IEO LaunchPad participants one by one, and then for the participants of the relevant ET transaction pairs one by one.**

**The foundation will inform participants of the specific method of converting ET to Passports and EQCs through the foundation's official Twitter, Facebook and the exchange 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 ET transfer**

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

### **3.7 ET Participant representations**

**I fully understand, represent, agree, accept, acknowledge and warrant the following to the foundation and its cooperative partners as of the date of the SAET and as of the ETs, Passports and EQCs Delivery Date.**

**(1) I fully understand, represent, agree, accept, acknowledge and warrant that it is my responsibility and obligation to carefully read and fully understand the SAET before participating in the directly and/or indirectly purchase and/or holding of ET.**

**(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 ETs, Passports and EQCs. If I am not a Participant but I still directly and/or indirectly purchased and held the ET 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 foundation and its partner the exchange 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 ETs, Passports, EQCs and the rights contained in the SAET so**

**that I am not assign, resell or otherwise transfer ETs, Passports, EQCs and the rights contained in the SAET 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 SAET 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 purchasing and/or holding ET, am able to bear the full loss of directly and/or indirectly purchasing and/or holding ET without compromising my financial situation, and am able to bear the economic risks of directly and/or indirectly purchasing and/or holding ET indefinitely.**

**(6) I fully understand, represent, agree, accept, acknowledge and warrant that my acceptance of the SAET constitutes my voluntary acceptance to be bound by all the terms of the SAET. If I do not accept the SAET, I will not directly and/or indirectly purchase and/or hold ET directly and/or indirectly through the exchange; Conversely If I complete all the procedures for directly and/or indirectly purchasing and/or holding ET directly and/or indirectly through the exchange, it means that I have carefully read and fully understood, recognized, agreed, accepted and acknowledged that the SAET, and**

**agreed that all decisions related to the directly and/or indirectly purchase and/or hold of ET directly and/or indirectly through the exchange 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 purchase and/or holding the ET and the directly and/or indirectly transactions contemplated by the SAET directly and/or indirectly through the exchange. I am relying solely on such advisors and not on any statements or representations of the foundation or any of its cooperative partners. I understand that I (and not the foundation 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 SAET.**

**(8) I fully understand, represent, agree, accept, acknowledge and warrant that ET, 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 my directly and/or indirectly purchase and/or hold of ET 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 purchase and/or hold of ET directly and/or indirectly through the exchange will not bring any profit and return.**

**(11) I fully understand, represent, agree, accept, acknowledge and warrant that I directly and/or indirectly purchase and/or hold ET directly and/or indirectly through the exchange for priority exchange 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 ET I have no right to vote or receive dividends or to be regarded as the holder of the ownership interests in the foundation 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 foundation 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 foundation 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 SAET.**

**(14) I fully understand, represent, agree, accept, acknowledge and warrant that my directly and/or indirectly purchase and/or hold of ET directly and/or indirectly through the exchange is based on my real consumer needs, and I did not make any directly and/or indirectly malicious purchase and/or holding of ET directly and/or indirectly through the exchange 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 ETs, 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 foundation or any of its cooperative partners are not liable in damages in respect of any failure or loss on my directly and/or indirectly purchase and/or holding any of the ET directly and/or indirectly through the exchange.**

**(17) I fully understand, represent, agree, accept, acknowledge and warrant that the performance and consummation of the transactions contemplated by the SAET do not and will not: (i) violate any material**



**judgment, statute, rule or regulation applicable to the foundation;**

**(ii) results in the acceleration of any material indenture or contract to which the foundation 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 foundation or the suspension, forfeiture, or non renewal of any material permit, license or authorization applicable to the foundation, its business or operations.**

**(18) I fully understand, represent, agree, accept, acknowledge and warrant that all ETs directly and/or indirectly purchased from the foundation directly and/or indirectly through the exchange 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 purchasing and/or holding ET directly and/or indirectly through the exchange 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 purchasing and/or holding the ET directly and/or indirectly through the exchange, 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 SAET. By directly and/or indirectly purchasing and/or holding the ET directly and/or indirectly through the exchange, 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 SAET, as well as relevant knowledge, understanding, and experience that enables me to evaluate the advantages and risks of directly and/or indirectly purchasing and/or holding of ET directly and/or indirectly through the exchange.**

**(22) I fully understand, represent, agree, accept, acknowledge and warrant that I am directly and/or indirectly purchasing and/or holding ET directly and/or indirectly through the exchange 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 purchasing and/or holding ET directly and/or indirectly through the exchange 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 foundation may deem necessary or appropriate to comply with applicable laws and to effectuate and carry out the purposes of the SAET. I further agree that the foundation may, in its sole discretion, refuse to sell me ET if, among other things, I refuse to comply with this provision.**

**(24) I fully understand, represent, agree, accept, acknowledge and warrant that the foundation and its cooperative partners will rely on my information, representations, warranties and covenants in the SAET for many purposes.**

**(25) I fully understand, represent, agree, accept, acknowledge and warrant that the SAET shall become binding and enforceable against me in accordance with its terms on the date that I accept the SAET. I**

**fully understand, represent, agree, accept, acknowledge and warrant that, once I accept the SAET, I have no right to cancel, terminate or revoke the SAET.**

**(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 purchase and/or hold ET directly and/or indirectly through the exchange;**

**(ii) I have all the necessary legal capacity to execute and deliver the SAET and any other documents relating to the SAET that I need to execute and deliver in order to directly and/or indirectly purchase and/or hold ET directly and/or indirectly through the exchange; and**

**(iii) Neither the execution, delivery or performance of the SAET or any other documents relating to the SAET that I need to execute and deliver in order to directly and/or indirectly purchase and/or hold ET directly and/or indirectly through the exchange, 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 SAET and any documents that I need to sign and deliver in connection with my directly and/or indirectly purchase and/or holding of ET directly and/or indirectly through the exchange, and my performance under these agreements, have been duly authorized by appropriate action;**

**(iii) I will provide the foundation with any evidence of the foregoing that the foundation may reasonably request, whether by certified resolution or otherwise; and**

**(iv) I execute and deliver the SAET 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 SAET and the independent investigation I have done in making the decision to directly and/or indirectly purchase and/or hold ET directly and/or indirectly through the exchange. I also do not rely on the foundation with respect to the legal, tax and other economic factors involved in directly and/or indirectly purchasing and/or holding ET directly and/or indirectly through the exchange and understand that it is solely responsible for reviewing the legal, tax and other economic factors involved in directly and/or indirectly purchasing and/or holding ET directly and/or indirectly through the exchange 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 SAET and discussing with counsel the representations, warranties and agreements that I am making in the SAET, to the extent I deem necessary.**

**(30) I fully understand, represent, agree, accept, acknowledge and warrant that neither the foundation nor its representatives have**

**made any representations (whether written or oral) to me**

**(i) regarding the future value of the ETs or the future value of the Passports and EQCs or (ii) that the past business performance and experience of the foundation will in any way predict the current or future value of the ETs 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 purchase and/or holding of ET directly and/or indirectly through the exchange:**

**(i) does not provide me with any form of rights relating to the foundation 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 foundation; and**

**(iii) does not provide me with any ownership or other interests in the foundation.**

**(32) I fully understand, represent, agree, accept, acknowledge and warrant that the foundation reserves any and all current and future rights, titles and interests in any and all intellectual property rights of the foundation 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 foundation for any reason without the prior written consent of the foundation.**

**(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 SAET, and the relevant knowledge, understanding, and experience enables me to evaluate the advantages and risks of directly and/or indirectly purchasing and/or holding ET directly and/or indirectly through the exchange.**

**(34) I fully understand, represent, agree, accept, acknowledge and warrant that I (i) can bear the economic cost of holding ET indefinitely; (ii) have sufficient means to meet my current needs and possible personal contingencies, even if ET loses all its value; and**



**(iii) don't need the liquidity of ET. My directly and/or indirectly purchase and/or holding of ET directly and/or indirectly through the exchange 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 SAET and the operations, financial condition and operating results of the foundation may be materially and adversely affected by any one or more risk factors, as well as the underlying value of my ET, which may lead to the loss of all values of ET.**

**(36) I fully understand, represent, agree, accept, acknowledge and warrant that payment or other transfer of value directly and/or indirectly to the exchange and the foundation will not cause the exchange and the foundation 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 exchange or the foundation 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 foundation 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 SAET is a personal dispute between me and the foundation 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 foundation 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 SAET and the other provisions of the SAET will continue to be valid after the execution and delivery of ET.

### **3.8 Alter**

The foundation reserves the right to amend the SAET terms as necessary, and the changed SAET (hereinafter referred to as "change matters") will be released publicly on the [EQcoin/EQcoinFiles \(github.com\)](https://github.com/EQcoin/EQcoinFiles) for your reference. If you do not agree with the effective change matters, you shall stop using the services and stop holding ET 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 ET after 7 days after the release of the change matters, you are deemed to agree and accept 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 SAET shall be governed by the laws of the Republic of Seychelles. If any dispute or controversy arises between you and the foundation, 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 foundation is domiciled, without regard to the conflicts of law provisions of such jurisdiction.**

**The titles of all SAET 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 SAET meanings.**

**If the SAET 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 SAET are inapplicable for any reason, the other provisions of the SAET 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 foundation remain reserved and you must separately obtain additional written permission from the foundation to exercise these rights. The foundation's failure to exercise any of the foregoing rights shall not constitute a waiver of such rights.**

**The final interpretation right of the SAET belongs to the foundation.**

### **3.10 Force majeure and third party reasons**

**The foundation performs relevant obligations in accordance with the law, but the foundation is not liable for breach of contract in case of the SAET 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 foundation 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 Disclaimer**

**The information set forth in the SAET may not be exhaustive.**

**It is the Participant's responsibility and obligation to carefully read and fully understand the EQcoin Bible and the SAET before participating in the directly and/or indirectly purchase and/or holding of ET directly and/or indirectly through the exchange.**

**The foundation 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 foundation to be registered or licensed with any applicable governmental authorities.**

**The EQcoin Bible and the SAET are not composed in accordance with, and are not subject to, the laws or regulations of any jurisdiction which prohibit or in any manner restrict transactions in respect to, or with use of, cryptocurrency.**

**The EQcoin Bible and the SAET does not constitute investment, legal, tax, regulatory, financial, accounting or other advice, nor is it intended to provide the sole basis for the evaluation of transactions to directly and/or indirectly purchase and/or hold ET directly and/or indirectly through the exchange.**

**Nothing in the EQcoin Bible and the SAET will be deemed to constitute a prospectus of any sort or a solicitation for investment, nor does it in any way pertain to an offering or a solicitation of an offer to directly and/or indirectly purchase and/or hold any securities directly and/or indirectly through the exchange in any jurisdiction.**

**ETs, Passports and EQCs are high risk and volatile commodities and the EQcoin Bible and the SAET do not provide any representations, warranties or guarantees of their value.**

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