

LCD TOKEN GENERATION EVENT - TERMS AND CONDITIONS

LUCYD PTE LTD.

TERMS OF TOKEN SALE

PLEASE READ THESE TERMS OF OUR TOKEN GENERATION EVENT CAREFULLY. NOTE THAT SECTION 16 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH, IF APPLICABLE TO YOU, AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PURCHASE TOKENS.

THE TERMS OF THE TOKEN GENERATION EVENT IS NOT AN OFFER OF SECURITIES OR A COLLECTIVE INVESTMENT SCHEME, NOR TO OUR KNOWLEDGE DOES IT REQUIRE REGISTRATION WITH OR APPROVAL FROM THE MONETARY AUTHORITY OF SINGAPORE. YOU ARE ADVISED TO READ THIS DOCUMENT CAREFULLY AND IN FULL.

Your purchase of LUCYD Tokens (“**LCD**”) during the LCD sale period (“**Sale Period**”) from LUCYD PTE LTD together with its parent company, subsidiaries and affiliates, (all together referred to as “**Company**”, “**we**,” or “**us**”) is subject to and governed by these Terms of Sale (“**Terms**”). Each of you and the Company is a “**Party**”, and together the “**Parties**”.

These Terms are to cover a public sale of tokens conducted by the Company through a Token sale or an exchange. In particular, these Terms cover the use of the LCD distribution smart contract (the “**LCD Distribution**”) and purchase of the ERC20 compatible tokens distributed on the Ethereum blockchain. It is an express agreement between you or the entity that you represent and the Company.

By purchasing LCD from us during the Sale Period and/or using LCD in connection with Products (as defined below), you will be bound by these Terms and all terms incorporated by reference. If you have any questions regarding these Terms, please contact us at info@lucyd.co.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained in these Terms, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and you agree as follows:

1. PURPOSE AND USE OF LCD IN CONNECTION WITH THE PRODUCTS

LCD are intended to be used for the introduction, development, creation and/or fabrication of (i) hardware and (ii) software for Augmented Reality (“**AR**”) products (the “**Products**”). Important additional details regarding the Products are provided in Exhibit A.

Ownership of LCD carries no rights, express or implied, other than the right to use LCD as a means to obtain Products to the extent successfully developed and produced. In particular, you understand and accept that LCD do not represent or confer any ownership right or stake, share or security or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the Company and its corporate affiliates, other than rights relating to the potential receipt of Products subject to limitations and conditions in these Terms and other terms and policies. LCD are not intended to be a digital currency, security, commodity or any other kind of financial instrument.

2. SCOPE OF TERMS

Unless otherwise stated herein, these Terms govern only your purchase of LCD from us during the Sale Period.

The use of LCD in connection with the Products may be governed by other applicable terms and policies. Any terms and policies we promulgate will be available at lucyd.co. We may from time to time, in our sole discretion, add, update, modify or remove terms and policies in accordance with procedures set forth therein. To the extent of any conflict with these Terms, the information on the site shall control issues relating to the use of LCD in connection with the Products.

3. ACCEPTANCE OF TERMS

- 3.1 These Terms shall be effective and binding on the Parties when you: (i) indicate your intention to be an early buyer during the pre-sale, (ii) clicks the check box on the official LCD website to indicate that you have read, understood and agree to these Terms or (iii) upon Company’s receipt of payment from you. You agree to be bound on this basis, and confirms that you have read in full and understands these Terms which are binding on you.
- 3.2 The Company has established terms of use, as may be amended from time to time, for the LCD website located at lucyd.co which are hereby incorporated by reference. You have read, understood and agree to those terms.
- 3.3 The Company has prepared a Whitepaper and other materials concerning the sale of LCD and the Products, which are available at lucyd.co. The Whitepaper, as it may be amended from time to time, is hereby incorporated by reference. You confirm that you have read and understood the Whitepaper and its contents.
- 3.4 LCD are utility tokens to be redeemed against the services or Products offered by the Company or to be traded on a public exchange. They do not have any rights, uses, purpose, attributes, functionalities or features, express or implied, outside the Products. Although the tokens may be tradable, they are not an investment, currency, security, commodity, a swap on a currency, or any other kind of financial instrument.
- 3.5 You acknowledge and understand that the proceeds from the sale of the tokens will be utilised by Company in its sole and absolute discretion.

4. TOKEN DISTRIBUTION

- 4.1 **Allocation and Distribution of Tokens**
The Company intends to allocate and distribute tokens (the “**Token Distribution**”) in accordance with these Terms. Before and during the Token sale the Company will provide specific procedures on how you may seek to purchase tokens through the website and based on the overview set forth in Exhibit B. By purchasing tokens, you acknowledge, understands and have no objection to such procedures and specifications. Failure to apply these Terms, properly use the website or follow such procedures may result in you not receiving any tokens. The access or use of the Token Distribution and/or the receipt or purchase of those tokens through any other means are not sanctioned or agreed to in any way by the Company. You should take great care that the website used to purchase tokens has the following universal resource locator (URL): lucyd.co/getlcd
- 4.2 **Allocation and Sale of tokens to Company’s team**
You understand and consent to the participation of the Company’s past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors and service providers in the purchase of tokens, including people who may work on the development and implementation of the Products or who may work for the Company’s future businesses that the Company may establish with a portion of the proceeds from the Token Distribution.
- 4.3 **No Representations and Warranties**
The tokens will be distributed to buyers thereof pursuant to the Token Distribution. The Company makes no representations or warranties, express or implied, including, without limitation, any warranties of title or implied warranties of merchantability or fitness for a particular purpose with respect to the Token Distribution or the tokens or their utility, or the ability of anyone to purchase or use the tokens. Without limiting the foregoing, none of the Company officers represent or warrant that the process of purchasing and/or receiving the tokens will be uninterrupted or that the tokens are error-free. You shall provide an accurate digital wallet address to the Company for receipt of any tokens distributed to you pursuant to the Token Distribution.

4.4 Not an Offering of Securities, Commodities, or Swaps

The sale of tokens by the Company and the tokens themselves are not securities, commodities, swaps on either securities or commodities, or a financial instrument of any kind. Purchases and sales of tokens are therefore not subject to the protections of any laws governing those types of financial instruments. These Terms and all other documents referred to herein including the Whitepaper do not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity.

5. CANCELLATION AND REFUSAL OF PURCHASE REQUESTS

Your purchase of LCD from us during the Sale Period is final, and there are no refunds or cancellations except (i) if the Activation Threshold is not reached, pursuant to applicable procedures set forth in Exhibit B or (ii) as may be required by applicable law or regulation. We reserve the right to refuse or cancel LCD purchase requests at any time in our sole discretion.

6. LCD SALE PROCEDURES AND SPECIFICATIONS

Important information about the procedures and material specifications of our LCD sale is provided in Exhibit B, including, but not limited to, details regarding the timing and pricing of the LCD sale, the amount of LCD we will sell, and our anticipated use of the LCD sale proceeds. By purchasing LCD, you acknowledge that you understand and have no objection to these procedures and material specifications.

7. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

You acknowledge and agree that there are risks associated with purchasing LCD, holding LCD and using LCD in connection with the Products, as disclosed and explained in Exhibit C. If you have any questions regarding these risks, please contact us at info@lucyd.co. BY PURCHASING LCD, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

In particular you acknowledge, understand and agree:

- 7.1 Binding Agreement: You confirm that you are subject to and bound by these Terms by virtue of your purchase of LCD.
- 7.2 LCD has no rights, uses or attributes outside of the platform.
- 7.3 Purchase of LCD are non-refundable and cannot be cancelled which means that you may lose all amounts paid.
- 7.4 The Company reserves the right to refuse or cancel a LCD purchase request at any time in its sole discretion.
- 7.5 Entities that purchase earlier than you may receive more tokens for the amount paid.
- 7.6 Please read the risks set forth in Exhibit C carefully and in their entirety.
- 7.7 These Terms include dispute resolution and require arbitration as set out in Section 16.

8. SECURITY

You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold LCD you purchase from us, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your LCD. Notwithstanding any other provision of these Terms, we will not be responsible or liable for any damages, losses, costs, penalties, fines or expenses arising out of or relating to (i) your failure to implement reasonable measures to secure your wallet or other storage mechanism wallet or vault you use to receive and hold LCD or the relevant access credentials or (ii) the loss of or unauthorised use of any of your access credentials. As a result you confirm that the Company is not responsible in any way for any such losses.

9. PERSONAL AND REGISTRATION INFORMATION

- 9.1 We may determine, in our sole discretion, that it is necessary to obtain certain information about you in order to comply with applicable law or regulation in connection with selling LCD to you. You agree to provide us such information promptly upon request, and you acknowledge that we may refuse to sell LCD to you until you provide such requested information and we have determined that it is permissible to sell you LCD under applicable law or regulation.
- 9.2 We will collect certain information from you, including your phone number, email address, and wallet address, in connection with your Registration (“Registration Information”).
- 9.3 We may use your Registration Information for determining your eligibility for the Token Sale, determining your compliance with these Terms, providing updates to you regarding the Token Sale, facilitating your purchase of LCD and use of LCD in connection with the Products in addition to providing notices to you under these Terms.
- 9.4 We may share your Registration Information as follows: (i) with consultants and other service providers who need access to such information to carry out work on our behalf, (ii) in response to a request for information if we believe disclosure is in accordance with, or required by, any applicable law, regulation or legal process, (iii) if we believe your actions are inconsistent with these Terms or to protect the rights, property and safety of Company or others, (iv) in connection with, or during negotiations of, any merger, sale of company assets, financing or acquisition of all or a portion of our business by another company, (v) between and among Company and our current and future parents, affiliates, subsidiaries and other companies under common control and ownership and (vi) with your consent or at your direction.
- 9.5 We may also share aggregated or de-identified information, which cannot reasonably be used to identify you.
- 9.6 You acknowledge that we may obtain some Registration Information from third parties, including your phone number and email address, and you authorise us to use such Registration Information in accordance with these Terms. We are not responsible for the collection, use or sharing of any information that you provide to such third parties or that such third parties collect from you.
- 9.7 We may determine, in our sole discretion, that it is necessary to obtain certain other information about you or (if relevant) your family members, beneficiaries, shareholders, beneficial owners, partners, directors, officers or any other individuals connected to you in order to complete the Token Sale or in order to comply with applicable laws or regulations or requests of any regulator in any relevant jurisdiction. You agree to provide us such information promptly upon request, and any information you provide in respect of any third party individuals may be collected, used and disclosed by us in order for us or our corporate affiliates to complete the Token Sale or to comply with laws or regulations or requests of any regulator in any relevant jurisdiction. You acknowledge that we may refuse to sell LCD to you until you provide such requested information and we have determined that it is permissible to sell you LCD under applicable laws or regulations.

10. TAXES

The purchase price that you pay for LCD is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of LCD including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of LCD.

You acknowledge, understand and agree that (i) the purchase and receipt of LCD may have tax consequences for you, (ii) that you are solely responsible for your compliance with your tax obligations and (iii) the Company bears no liability or responsibility with respect to any tax consequences to you.

11. REPRESENTATIONS AND WARRANTIES

By transferring Ether, Bitcoin or the specified currency to the smart contract system (“**Smart Contract System**”, as explained in Exhibit B) to purchase LCD from us, you represent and warrant that:

- 11.1 You have read and understand these Terms (including all Exhibits);
- 11.2 You have a sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens like Bitcoin and Ether, token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to understand these Terms and to appreciate the risks and implications of purchasing LCD;
- 11.3 You have carefully reviewed the code of the Smart Contract System located on the Ethereum blockchain at the addresses set forth in Exhibit B and fully understand and accept the functions implemented therein;
- 11.4 You have obtained sufficient information about LCD to make an informed decision to purchase LCD;
- 11.5 You understand the restrictions and risks associated with the creation of LCD by the Smart Contract System as set forth herein, and acknowledge and assume all such risks;
- 11.6 You understand, acknowledge and assume the risks associated with the purchase, holding and use of LCD in connection with the Products as explained and disclosed in Section 5 and Exhibit C;
- 11.7 You understand that LCD confer only the right to receive Products and confer no other rights of any form with respect to the Company or its corporate affiliates, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
- 11.8 You are purchasing LCD solely for the potential opportunity to receive Products and to support the development, testing, deployment and production of the Products, being aware of the commercial risks associated with the Company and the Products. You are not purchasing LCD for any other purposes, including, but not limited to, any investment, speculative or other financial purposes; Your purchase of LCD complies with applicable law and regulation in your jurisdiction, including, but not limited to, (i) legal capacity and any other applicable legal requirements in your jurisdiction for purchasing LCD, using LCD and entering into contracts with us, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;
- 11.9 You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of LCD;
- 11.10 If you are purchasing LCD on behalf of any entity, you are authorised to accept these Terms on such entity’s behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to “you” in these Terms refer to you and such entity, jointly);
- 11.11 You will not use LCD in connection with any activity that violates applicable laws in any relevant jurisdiction, including, but not limited to, use of LCD with transactions that violates the Financial Services and Markets Act 2000, Markets in Financial Instruments Directive (MiFID), The Market Abuse Regulation or any securities or commodity laws which is to include that at federal or state level in the U.S..
- 11.12 You are not (i) a citizen or resident of a geographic area in which access to or use of the Products is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area in U.S., Singapore, China or other sovereign country which restricts or prohibits access or use of cryptocurrency or digital tokens, (iii) a citizen with a primary residence or domiciled in a geographic area in U.S., Singapore, China or other sovereign country which restricts or prohibits access or use of cryptocurrency or digital tokens, (iv) an individual, or an individual employed by or associated with an entity, identified on 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 or (v) do not intend to hinder, delay or defraud the Company and Company Parties (as defined below) or engage in any illegal conduct and or unlawful activity in relation to money laundering, (i) receiving the proceeds of drug trafficking or terrorist activities, (ii) receiving the proceeds of criminal activities, terrorist activities or (iii) trading with such countries as might from time to time be subject to any embargo imposed by the Security Council of the United Nations, the European Union, U.S., Singapore or China or in any place of the world. You agree that if your country of residence, domicile or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Products. If you are registering to use the Products on behalf of a legal entity, you further represent and warrant that (i) such legal entity is duly organised and validly existing under the applicable laws of the jurisdiction of its organisation, and (ii) you are duly authorised by such legal entity to act on its behalf; and
- 11.13 You confirm that the onus and obligation is solely with you to ensure the subscription for the token is not an infringement of the laws of your domicile, citizenship, residential base or geographic area.
- 11.14 You understand and acknowledge that title to, and risk of loss of, LCD you purchase from Company and receive from the Smart Contract System passes from Company to you in Singapore.

12. INDEMNIFICATION

- 12.1 To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Company and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “**Company Parties**”) from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys’ fees) that arise from or relate to: (i) your purchase or use of LCD, (ii) your responsibilities or obligations under these Terms, (iii) your violation of these Terms, or (iv) your violation of any rights of any other person or entity.
- 12.2 Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 12.1. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

13. DISCLAIMERS

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (I) LCD ARE SOLD ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO LCD, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (II) WE DO NOT REPRESENT OR WARRANT THAT LCD ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN LCD WILL BE CORRECTED; AND (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT LCD OR THE DELIVERY MECHANISM FOR LCD ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this section may not apply to you.

14. LIMITATION OF LIABILITY

- 14.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF LCD OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND

THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE LCD, EXCEED THE AMOUNT YOU PAY TO US FOR LCD.

- 14.2 THE LIMITATIONS SET FORTH IN SECTION 14.1 WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF COMPANY.
- 14.3 Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to you.

15. RELEASE

To the fullest extent permitted by applicable law, you release the Company and the other Company 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 as a creditor, particularly in relation to unknown claims, under the appropriate jurisdiction as well as any other 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.

16. DISPUTE RESOLUTION AND ARBITRATION

- 16.1 PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT CONTAINS ADDITIONAL PROVISIONS APPLICABLE ONLY TO INDIVIDUALS LOCATED, RESIDENT, OR DOMICILED IN THE UNITED STATES. IF YOU ARE LOCATED, RESIDENT, OR DOMICILED IN THE UNITED STATES, THIS SECTION REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.
- 16.2 Binding Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “Disputes”) in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and Company (i) waive your and Company’s respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and Company’s respective rights to a jury trial. Instead, you and Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).
- 16.3 No Class Arbitrations, Class Actions or Representative Actions. Any Dispute arising out of or related to these Terms is personal to you and Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.
- 16.4 Arbitration Act. The enforceability of this Section 16 will be both substantively and procedurally governed by and construed and enforced in accordance with the Arbitration Act (1996) (the “AA”), to the maximum extent permitted by applicable law.
- 16.5 Notice: Informal Dispute Resolution. Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Company shall be sent by e-mail to Company at info@lucyd.co. Notice to you shall be by email to the then-current email address in your Account. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or Company may, as appropriate and in accordance with this Section 16, commence an arbitration proceeding or, to the extent specifically provided for in Section 16.1, file a claim in court.
- 16.6 Any arbitration will occur in London, England with the the language of the arbitration to be in English. Arbitration will be conducted confidentially by a single arbitrator in accordance with the rules and guidelines of the London Court of International Arbitration (“LCIA”), which are hereby incorporated by reference. The courts located in London, England will have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county where you reside if the Dispute meets the requirements to be heard in small claims court.
- 16.7 Authority of Arbitrator. As limited by the AA, these Terms and the applicable LCIA rules, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court, provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.
- 16.8 Rules of LCIA. The rules of LCIA and additional information about LCIA are available on the LCIA website. By agreeing to be bound by these Terms, you either (i) acknowledge and agree that you have read and understand the rules of LCIA, or (ii) waive your opportunity to read the rules of LCIA and any claim that the rules of LCIA are unfair or should not apply for any reason.
- 16.9 Severability of Dispute Resolution: Arbitration. If any term, clause or provision of this Section 16 is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section 16 will remain valid and enforceable. Further, the waivers set forth in Section 16.2 are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

17. INTELLECTUAL PROPERTY

The Company retains all right, title and interest in all of the Company’s intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. You may not use any of the Company’s intellectual property for any reason without the Company’s prior written consent.

18. NO CLAIM, LOAN OR OWNERSHIP INTEREST

The purchase of LCD offered by the Company:

- 18.1 Does not provide you with rights of any form with respect to the Company or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights.
- 18.2 Is not a loan to the Company.
- 18.3 Does not provide you with any ownership or other interest in the Company.

19. CONFIDENTIALITY

Without prejudice to these Terms and conditions, you shall not at any time (whether during the duration of these Terms and at any time after its termination):

- 19.1 Use or exploit any Confidential Information for your own purposes or those of any third party.
- 19.2 Disclose (whether by copying or reproducing in any form or on any media or device, including in electronic form, or permitting anyone else so to copy or reproduce), communicate or publish any Confidential Information to any third party.

- 19.3 Make, except for the benefit of the Company or any of its subsidiaries and affiliated companies any copy, record, or memorandum (whether/his or not recorded in writing or on computer disk or tape) of any Confidential Information.
- 19.4 You shall at all times during these Terms and after their termination use your best endeavours to prevent the unauthorised use, exploitation, disclosure, communication or publication of any Confidential Information whether/his by any officer or employee of the Company or any of its subsidiaries and affiliated companies or by any third party and shall promptly report to the Company any such unauthorised use, exploitation, disclosure, communication or publication which comes into your knowledge.
- 19.5 You shall not without the prior consent of the Company either directly or indirectly publish any opinion, fact or material or deliver any lecture or address or participate in the making of any film, radio broadcast or television transmission or communicate with any representative of the media or any third party relating to: (i) the business or affairs of the Company or any of its subsidiaries and affiliated companies or to any of its officers, employees, customers, clients, suppliers, distributors, agents or shareholders; or (ii) the development or exploitation of any Intellectual Property, Confidential Information or any other materials. For the purposes of this clause, media shall include television (terrestrial, satellite and cable), radio, newspapers and other/his journalistic publications.
- 19.6 For the purposes of these Terms “**Confidential Information**” means all confidential information or trade secrets belonging to or concerning to the Company or any of its subsidiaries and affiliated companies including, but not limited to, any information expressly designated by the Company or any of its subsidiaries and affiliated companies as being confidential. Confidential Information shall not include any information which is publicly available or becomes generally available to the public otherwise than by or as a result of a breach of these Terms by you.

20. GOVERNING LAW AND VENUE

- 20.1 This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law, without regard to conflict of law rules that would cause the application of the laws of any other jurisdiction.
- 20.2 Any Dispute between the Parties arising out or relating to these Terms or its subject matter or formation (including non-contractual Disputes of claims) that is not subject to arbitration will be resolved in the courts of the England which have exclusive jurisdiction.
- 20.3 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

21. SEVERABILITY

If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

22. MISCELLANEOUS

- 22.1 Force Majeure
You understand and agree that the Company shall not be liable and disclaims all liability to you in connection with any force majeure event, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.
- 22.2 Assignment
You shall not assign your rights and obligations under these Terms without the prior written consent of the Company. Any assignment or transfer in violation of this Section 22.2 will be void. The Company may assign our rights and obligations under these Terms to an affiliate. Subject to the foregoing, these Terms, and the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.
- 22.3 Waiver
The failure by the Company to exercise or enforce any right or provision of these Terms will not constitute a present or future waiver of such right or provision nor limit the Company’s right to enforce such right or provision at a later time. All waivers by the Company must be unequivocal and in writing to be effective.
- 22.4 Delay
We will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control.
- 22.5 No Partnership
Purchasing LCD from us does not create any form of partnership, joint venture or any other similar relationship between you and us.
- 22.6 Third-Party
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.
- 22.7 Notice
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.
- 22.8 Entire Agreement
These Terms constitute the entire agreement between you and us relating to your purchase of LCD from us. 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 post the amended Terms at lucyd.co and update the Last Updated provision above. We may also attempt to notify you through the LCD website at lucyd.co. The amended Terms will be effective immediately.

EXHIBIT A

Description of Company, Products and LCD

1. Overview of Company and Affiliates

The Company is incorporated under the laws of the Republic of Singapore and is not presently under supervision or regulation by The Monetary Authority of Singapore (MAS). Company will have primary responsibility for the provision and development of the Products.

Until recently, the intellectual property, was utilised, developed and operated entirely by the Company's affiliate, Lucyd Ltd ("Lucyd UK"). As part of a strategic reorganisation, the Company and its corporate affiliates decided to provide the Product, and to continue development from the Company rather than Lucyd UK. Lucyd UK will operate as a holding company with primary responsibility for the Products and operations transferred to the Company. It is anticipated that Lucyd UK and other corporate affiliates will provide certain administrative, technical and development services to Company in connection with the Products.

2. Overview of Current Products

Currently, the Company believes that certain future Products will have intellectual property patent coverage in certain jurisdictions.

3. Development of Products

The Company intends to develop and/or fabricate (i) hardware and (ii) software ("AR Prototypes") in addition to improving the AR ecosystem. LCD will be the utility token for conducting transactions and obtaining Products and related software.

Currently, it is anticipated that the primary products, as developed and made available by Company, will be AR Prototypes. However, LCD may also be used for other purposes, products, software or other items related to the AR ecosystem.

Further details regarding the Products are described in the Lucyd Whitepaper ("Whitepaper"), which is available at: lucyd.co. The information contained in the Whitepaper and at the website are of descriptive nature only, and do not, unless explicitly incorporated herein, form part of these Terms.

Although Company intends to develop the Products and specifically the AR Prototypes in the manner generally described above, it reserves the right to modify features, functionalities or development plans in its sole and absolute discretion.

EXHIBIT B

Token Generation Event Procedures and Specifications

1. Total Number of LCD to be Created and Sold

Company will create up to 100,000,000 LCD through the Smart Contract System. Before the Sale Period Begins, the Smart Contract System will create and directly release a pool of 50,000,000 pre-allocated LCD to the Company (“**Company LCD**”) for certain uses as described in Section 5 of this Exhibit B. A separate pool of up to 50,000,000 LCD will be created by the Smart Contract System for sale by the Company to purchasers during the Sale Period. All LCD will be of equal value and functionality. Although certain discounts may be applied during specified periods.

2. Commencement and Duration of Token Sale

The Company’s sale of LCD will begin around October 17th 2017 and (b) continue until the time that either 31,250 ETH has been received by the Company or 28th February 2018 (the “**Sale Period**”).

If less than 4,688 ETH has been received by Company during the Sale Period (the “Activation Threshold”), each purchaser will have the possibility to request a refund. If, during the Sale Period, the Activation Threshold is reached, but less than 31,250 ETH has been received by Company, no additional LCD will be sold.

3. LCD Price

The initial price of LCD will be 0.00078125 ETH, absent any discount. There is no sale price for Company LCD, which is created by the Smart Contract System and pre-allocated to the Company before the Sale Period.

Pre-sale of LCD conducted by the Company before the planned Token sale date will enable certain buyers to have the opportunity to receive a maximum 40% discount in order to compensate them for the additional risk. During the pre-sale, tokens shall be initially offered at 0.00046875 ETH each and early buyers will be entitled to pay in ETH. Early buyer tokens purchased during the pre-sale will be distributed together with the tokens that are distributed after the formal sale process has been completed. Lucyd reserves the right to modify purchase requirements at any time.

4. Procedures for Buying and Receiving LCD

During the Sale Period, LCD tokens can be purchased through the web application on <https://lcd.lucyd.co/>. LCD tokens will be transferred to your Ethereum wallet within 90 days after the Sale Period has ended. In order to purchase LCD during the Sale Period, and to receive the LCD you purchase, you must have an Ethereum wallet that supports the ERC20 token standard. Company reserves the right to prescribe additional wallet requirements. By sending any amount through <https://lcd.lucyd.co/> you agree to all Terms and Conditions specified in this document.

To purchase LCD tokens, payments must be made based on the purchasing information specified on the dashboard of the lcd.lucyd.co web application ONLY. Sending Ether or any other currency to any other address may result in loss of the payment. Attempted transactions to purchase LCD will be rejected if Ether or other payment method is sent to the LCD Token Address at any time before or after the Sale Period.

The Smart Contract System is deployed by the Company from Singapore, and is programmed so that all transactions it executes will be executed in Singapore. As such, title to, and risk of loss of, LCD created and delivered by the Smart Contract System passes from Company to purchasers in Singapore.

5. Company LCD and User Growth Fund

Of the Company LCD:

- 30,000,000 LCD will be used for long-term development, working capital, ancillary expenses and for other purposes in connection with the deployment and the development of the Products.
- 10,000,000 LCD will be used for compensating employees, consultants and contractors, and for other internal purposes.
- 10,000,000 LCD will be allocated to a “User Growth Fund”, which we will administer to incentivise use of the Products. The User Growth Fund is intended to reward the network and entities that support the AR ecosystem. Any LCD from the User Growth Fund that is not transacted by a user within six months of receipt will be sent back to the User Growth Fund to reward new or active users. Once the User Growth Fund is exhausted, it will be discontinued, and no new LCD will be created for or transferred to the User Growth Fund.

6. Use of Proceeds from LCD Token Sale

From the Ether that Company receives for LCD sold to purchasers during the Sale Period, up to 100%, will be used to compensate engineers, staff and contractors, cover operating costs, development outlays and marketing expenses, and to address other administrative and legal expenses or any unforeseen costs.

The following is an estimated, illustrative allocation of these budget items, which Company reserves the right to modify in its sole and absolute discretion:

Prototype Development and Staff (estimated 45% of proceeds).

- This budget item will support Company’s team who are developing the Products and related technology.
- Encourage, and coordinate with, partners in building prototypes.
- Explore and build other value-added services and functionalities for the Products.

Marketing and Business Development (estimated 40% of proceeds).

- This budget item will focus on both in-house and third-party sales, marketing, development, promotional work, growth hacking, public relations and affiliate program partnerships.
- This budget item will be used for marketing to expand awareness and adoption of the Products and the AR ecosystem.
- It will also be used for broader development, growth and maintenance of the AR community.

Administration (estimated 10% of proceeds).

- This budget item will entail accounting and other professional and project management services fees.
- Physical infrastructure and security costs.
- Other associated administration costs.

Legal (estimated 5% of proceeds).

- This budget item is intended to help ensure compliance with all applicable regulations and requisite contract work.

EXHIBIT C

Certain Risks Relating to Purchase, Sale and Use of LCD

Important Note: As noted elsewhere in these Terms, the LCD are not being structured or sold as securities or any other form of investment product. Accordingly, none of the information presented in this Exhibit C is intended to form the basis for any investment decision, and no specific recommendations are intended. Company expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this Exhibit C, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information.

By purchasing, holding and using LCD, you expressly acknowledge and assume the following risks:

1. Risk of Losing Access to LCD Due to Loss of Private Key(s), Custodial Error or Purchaser Error

A private key, or a combination of private keys, is necessary to control and dispose of LCD stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing LCD will result in loss of such LCD. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a digital wallet or vault service you use, may be able to misappropriate your LCD. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store LCD, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your LCD. Additionally, your failure to follow precisely the procedures set forth in Section 4 of Exhibit B for buying and receiving LCD, including, for instance, if you provide the wrong address for receiving LCD, may result in the loss of your LCD.

2. Risks Associated with the Ethereum Protocol

Because LCD utilises the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on LCD. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to LCD including the utility of LCD for obtaining Products, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

3. Risk of Mining Attacks

As with other decentralised cryptographic tokens based on the Ethereum protocol, LCD are susceptible to attacks by miners in the course of validating LCD transactions on the Ethereum blockchain, including, but not limited to, double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to LCD, including, but not limited to, accurate execution and recording of transactions involving LCD.

4. Risk of Hacking and Security Weaknesses

Hackers or other malicious groups or organisations may attempt to interfere with LCD 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, the use of open-source software, creates a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure which could negatively affect LCD, including LCD's utility for obtaining Products.

5. Risks Associated with Markets for LCD

The Company will not support or otherwise facilitate any secondary trading or external valuation of LCD. This restricts the contemplated avenues for using LCD to obtain Products and could therefore create illiquidity risk with respect to LCD you hold. Even if secondary trading of LCD 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 market-related risks. Furthermore, to the extent that third-parties do ascribe an external exchange value to LCD, for instance as denominated in a digital or fiat currency, such value may be extremely volatile and diminish to zero.

6. Risk of Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, LCD are uninsured unless you specifically obtain private insurance to insure them. Thus, 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.

7. Risks Associated with Uncertain Regulations and Enforcement Actions

The regulatory status of LCD and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including LCD. Regulatory actions could negatively impact LCD in various ways, including, for purposes of illustration only, through a determination that LCD are a regulated financial instrument that require registration or licensing. Company 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.

8. Risks Arising from Taxation

The tax characterisation of LCD is uncertain. You must seek your own tax advice in connection with purchasing LCD, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

9. Risk of Alternative Products

It is possible that alternative products could be developed that are materially similar to the Products. The Products may compete with these alternative products, which could negatively impact the Products and LCD, including LCD's utility for obtaining Products.

10. Risk of Insufficient Interest in the Products

It is possible that the Products 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 comparable products more generally. Such a lack of use or interest could negatively impact the development of the Products and the potential utility of LCD, including its utility for obtaining Products.

11. Risks Associated with the Development and Production of the Products

The Products are still under development and may undergo significant changes over time. Although we intend for LCD and the Products to follow the specifications set forth in Exhibit A, and will take commercially reasonable steps toward those ends, we may have to make changes to the specifications of LCD or the Products for any number of legitimate reasons. This could create the risk that LCD or the Products, as further developed and maintained, may not meet your expectations at the time of purchasing LCD. Furthermore, despite our good faith efforts to develop and produce the Products, it is still possible that the Products will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Products and the potential utility of LCD, including its utility for obtaining Products.

12. Risk of an Unfavourable Fluctuation of Ether and Other Currency Value

The Company team intends to use the proceeds from selling LCD to fund the maintenance and production of the Products, as described further in Section 6 of Exhibit B. The proceeds of the sale of LCD will be denominated in Ether, and may, at our discretion, be converted into other cryptographic and fiat currencies. If the value of Ether or other currencies fluctuates unfavourably during or after the Sale Period, the Company team may not be able to fund development, or may not be able to develop or produce the Products in the manner that it intended.

13. Risk of Dissolution of the Company

It is possible that, due to any number of reasons, including, but not limited to, an unfavourable fluctuation in the value of Ether (or other cryptographic and fiat currencies), decrease in LCD's utility (including its utility for obtaining Products), the failure of commercial relationships, or intellectual property ownership challenges, the Products may no longer be viable to operate and the Company may dissolve.

14. Risks Arising from Lack of Governance Rights

Because LCD confer no governance rights of any kind with respect to the Products or Company, all decisions involving the Products or Company will be made by the Company at its sole discretion, including, but not limited to, decisions to discontinue the Products, to sell more LCD for use in the Products, or to sell or liquidate the Company. These decisions could adversely affect the Products and the utility of LCD that you hold, including LCD's utility for obtaining Products.

15. Risks Associated with AR

AR is a relatively new market with a large number of well-funded players, all with significantly larger resources than the Company. An agreed-upon standard for AR has not yet been established and may require additional technology beyond which the Company has access to. Also, rapidly emerging technologies may render current technology obsolete or inefficient. In addition, the commercialisation of AR glasses and software may not ultimately be successful as it is a new and untested technology. Therefore technology risks, market risks and financial risks are all factors in determining a successful commercial product and participant in the AR space. All of these risk factors should be considered carefully before purchasing LCD.

16. Unanticipated Risks

Cryptographic tokens such as LCD are a new and untested technology. In addition to the risks included in this Exhibit C, there are other risks associated with your purchase, holding and use of LCD, including those that the Company cannot anticipate. Such risks may further materialise as unanticipated variations or combinations of the risks discussed in this Exhibit C.