



**MOO TOKEN SALE**

# **Whitepaper**

V1.9

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## **IMPORTANT NOTICE**

**This Whitepaper does not constitute or form part of any offer, invitation, or solicitation of any investment and does not pertain in any way to an offering, invitation, or purchase of securities in any jurisdiction. This Whitepaper has not been or will be submitted to, registered with, reviewed or verified by any regulatory authority in any jurisdiction.**

The Token Sale is subject to the terms and conditions including but not limited to the disclaimers made and the risks disclosed in the Whitepaper, in particular Annex 1. A Participant of this Token Sale or purchaser of any MOO Token pursuant to this Token Sale shall be deemed to have agreed to and accepted all the terms and conditions of this Token Sale set out in this Whitepaper.

If you have any question or doubt on anything contained or unaddressed in the Whitepaper, please communicate with Cloud Moolah Foundation Limited (“**CMF**”) at your convenience. You should refrain from supporting this Token Sale or purchasing any MOO Token until you are satisfied with the answers provided.

Please note that we have not sought the consent of the third parties referred to in this Whitepaper on the information relating to each of them. These third parties have not verified the accuracy of such information in the Whitepaper and are thereby not responsible for the accuracy of the information.

Supporting the Token Sale is voluntary. No person will be deemed as committed or obliged to support the Token Sale as a result of visiting [www.cloudmoolah.io](http://www.cloudmoolah.io), registering himself/herself with [www.cloudmoolah.io](http://www.cloudmoolah.io), requesting or reading any materials (including the Whitepaper) made available by CMF or communicating with CMF in any manner.

Each person shall only support the Token Sale (a “Participant”) through direct participation with CMF, subject to such person’s satisfaction of CMF’s “know-your-customer” and “anti-money-laundering” exercises. The following shall not participate in the Token Sale (the following, being “Restricted Participant”):

- (i) a person (citizen or resident, tax or otherwise); and
- (ii) any company or association or body of persons, corporate or unincorporated, of the following jurisdictions:
  - a) United States of America;
  - b) the People’s Republic of China; and
  - c) such other jurisdictions whereby the purchase of MOO Token or similar digital token/cryptocurrency may be prohibited or the Token Sale is deemed to be non-compliant with applicable laws and regulations.



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# 1 INTRODUCTION

## 1.1 What makes the MOO Token Sale different?

The video gaming market is possibly the earliest and longest adopter of virtual currency before cryptocurrencies came into existence. As gamers and developers are familiar with in-game virtual currencies, we believe that they will be comfortable with adopting the MOO Token.

The MOO Token Sale stands out from the competition, for the following reasons:

- **Experienced founding team**

The founding team has a collective experience of more than 30 years in the video game publishing and payment industries in Asia with a **stellar track record of issuing virtual currencies and publishing blockbuster game titles** such as EA Sports™ FIFA Online 2, World of Warcraft, Counter-Strike Online, and Starcraft 2.

- **Successful track record**

**The company, Cloud Alliance, has successfully launched its first product “CloudMoolah” in 2017** which allows Unity developers to enable in-app revenue collection from more than 100 million gamers and 500,000 retail point of sales across Southeast Asia where the average credit card penetration rate is less than 3%.

- **Exclusive partnership in Southeast Asia with Unity**

Cloud Alliance has an **exclusive partnership in Southeast Asia with Unity**, the world’s largest video game development engine to co-develop our new product – the MOO Store. The partnership entails the channelling of Made-with-Unity content into the MOO Store.

Cloud Alliance is exploring the use of blockchain to realise our vision of democratizing mobile game distribution in Southeast Asia.

Blockchain technology enables transaction efficiency and immutability. By incorporating blockchain into virtual currency for gaming, we aim to eliminate chargebacks and reduce the risk of fraud. This will strengthen the gaming ecosystem for both developers and gamers.

We also aspire to give more back to game developers. While incumbent app stores typically charge developers 30%, the MOO Store aspires to lower this fee significantly by using blockchain technology. This enables us to help developers save on intermediary costs such as retail margins and currency conversion fees, which means developers will receive more of their share for their work.



## 2 ABOUT CLOUD ALLIANCE AND CLOUDMOOLAH

### 2.1 Cloud Alliance

Cloud Alliance Pte. Ltd. (“**Cloud Alliance**”), a private company incorporated and based in Singapore, is a technology firm that currently provides payment solutions, game localisation, marketing and advertising services to game developers. Cloud Alliance was founded by entrepreneurs with a collective experience of more than 30 years in the video game publishing and payments industries in Asia with a stellar track record of publishing more than 20 games in the region including blockbuster titles such as EA Sports™ FIFA Online 2, World of Warcraft, Counter-Strike Online, and Starcraft 2.

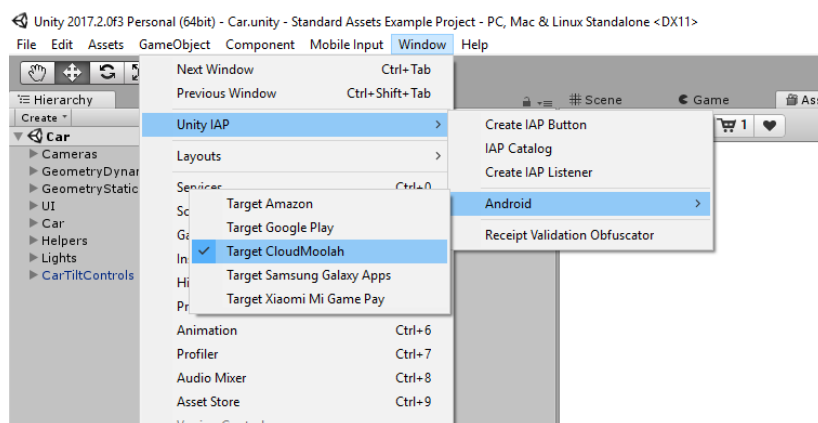
Cloud Alliance’s flagship product, **CloudMoolah**, is a payment aggregator integrated within the Unity Technologies’ game development software and is offered alongside other in-app-purchase (IAP) products from technology giants such as Apple, Google, Amazon, Facebook, Xiaomi and Samsung. CloudMoolah allows Unity developers to enable in-app revenue collection from more than 100 million gamers and 500,000 retail point of sales across Southeast Asia where the average credit card penetration rate is less than 3%. In short, we help to simplify monetisation in the Southeast Asian gaming market – the fastest growing mobile gaming market in the world. Leveraging the use of blockchain and our partnerships, our CloudMoolah payment system and our new product - the **MOO Store**, shall democratise the distribution of mobile games in Southeast Asia, and give more back to game developers and gamers.

### 2.2 CloudMoolah; Existing Collaboration with Unity

CloudMoolah is our first step towards democratising mobile gaming distribution and allowing game developers all over the world to access Southeast Asia – a market of 10 countries with a fragmented payment landscape and low credit card penetration. Southeast Asia is the world’s fastest-growing mobile gaming market with 854 million mobile subscriptions and a 69% annual growth. The market size is projected to exceed US\$4 billion by 2022.

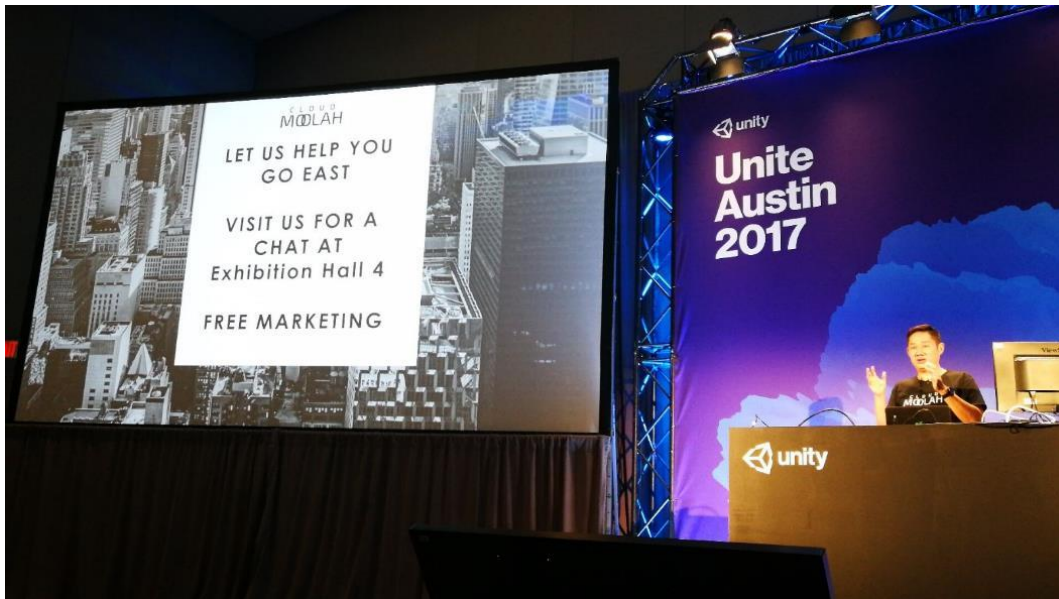
Unity Technologies ([www.unity3d.com](http://www.unity3d.com)), which is backed by Sequoia Capital, DFJ and Silverlake Partners, owns the world’s largest video game development engine (Unity Editor) used by more than 5.5 million developers. Unity supported the development of blockbuster multimillion-dollar games such as Pokemon Go, Hearthstone, Super Mario Brothers and Assassin’s Creed.

In March 2016, Cloud Alliance entered into a development and integration services agreement with Unity to integrate CloudMoolah into the Unity Editor. As of October 2017, CloudMoolah has been successfully integrated into the Unity Editor, and is currently available together with Amazon Apps, Apple’s iOS App Store and Google Play Store. By simply integrating the CloudMoolah software development kit (SDK) into their game, a Unity developer can immediately enable in-app revenue collection capability from more than 100 million gamers and 500,000 retail point of sales across Southeast Asia, thereby saving time and hassle of integrating multiple offline payment channels in Southeast Asia.





In October 2017, CloudMoolah was launched at Unite Austin 2017, the annual developer conference for Unity. Please see Section 4 for more information on CloudMoolah.





## 2.3 MOO Store; Second Collaboration with Unity

Following our success with CloudMoolah, we have signed an exclusive deal with Unity on a collaboration to develop an app store, called MOO Store which integrates our flagship product, CloudMoolah. The MOO Store will explore the use of blockchain to democratise mobile game distribution and make transactions highly secure and efficient.

Given our access to game studios and publishers and our experience in providing value-added services, we will build an app store that focuses on the highly lucrative mobile game market in Southeast Asia. Furthermore, with our successful collaboration with Unity on CloudMoolah, we have access to more than 5.5 million Unity game developers who can provide a pipeline of content for the store.

The core feature of the MOO Store is the **CloudMoolah Points (“CMP”)**, an in-app virtual currency, which will be the primary transacting virtual currency used in the MOO Store. The CloudMoolah payment aggregator will be integrated into the MOO Store and process all transactions using CMP. CMP can be purchased with fiat currency at US\$0.01 per CMP via credit cards and local payment methods or converted from MOO Token – see Section 4.5(b) for further information.

Through the use of CMP, the MOO Store will allow game developers to increase their revenue and ensure transactions on the platform will be more secure and transparent, reducing fraud which the traditional game credit industry is prone to. CMP will be built on ERC-20 in the future to create a unified game economy – see Section 4.5(d) for further information.

Please see Section 4 for more information on the MOO Store.

## 2.4 Token Sale; MOO Token

To accelerate the development of the MOO Store, **Cloud Moolah Foundation Limited (“CMF”)** has been incorporated to undertake the Token Sale. CMF has been incorporated in Singapore as a company limited by guarantee pursuant to the Companies Act (Chapter 50) of Singapore. CMF targets to raise up to **USD 30 million** via the issue of up to 300,000,000 MOO Token to finance the development and marketing of CloudMoolah and MOO Store to global developers and gamers.

The MOO Token will be an ERC20 token built on the Ethereum blockchain. We intend to seek listing of MOO Token on recognised cryptocurrency exchanges. Amongst other features, holders of the MOO Token may tender the MOO Token in exchange for CMP with a bonus not exceeding 20% through the MOO Store. The CMP may then be used for purchases in the MOO Store. Please see Section 7 for more information on the MOO Token.

CMF will undertake the following activities:

- (a) Issue MOO Token for sale during the Token Sale;
- (b) Direct and supervise the development and maintenance of the MOO Token blockchain technology; and
- (c) Promote the safety and harmony of the MOO Token blockchain ecosystem through the adoption of best practice governance principles.

**We have commenced the marketing of the CloudMoolah payment system since November 2016, and have already received expression of interest from more than 300 game developers (See Appendix A) from our roadshows with Unity across the world. With the completion of the Token Sale, we expect to intensify our marketing efforts towards more game developers.**





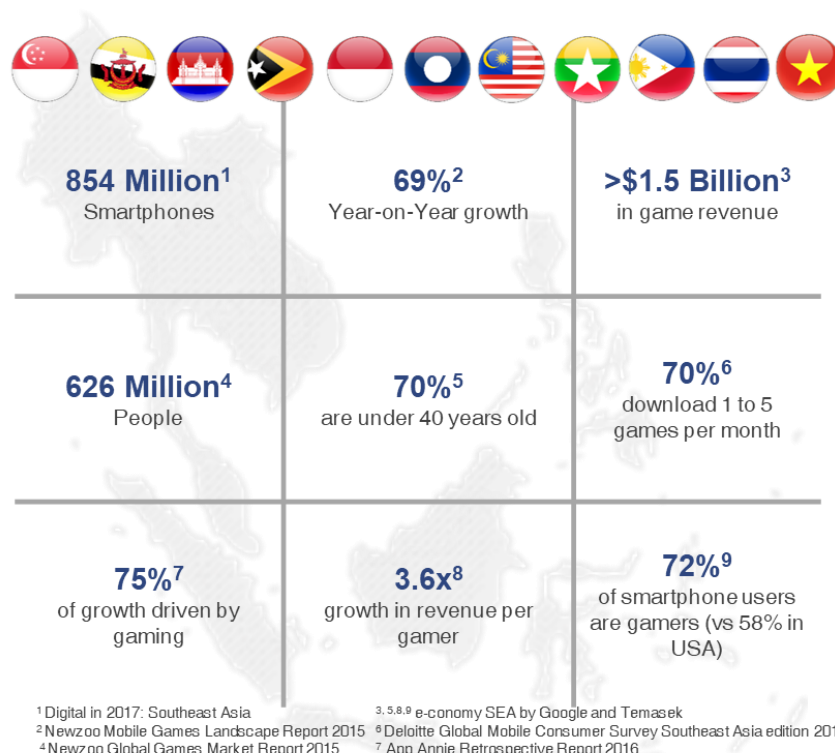
### 3 OBSTACLES FACED IN THE GAMING INDUSTRY

#### 3.1 Background

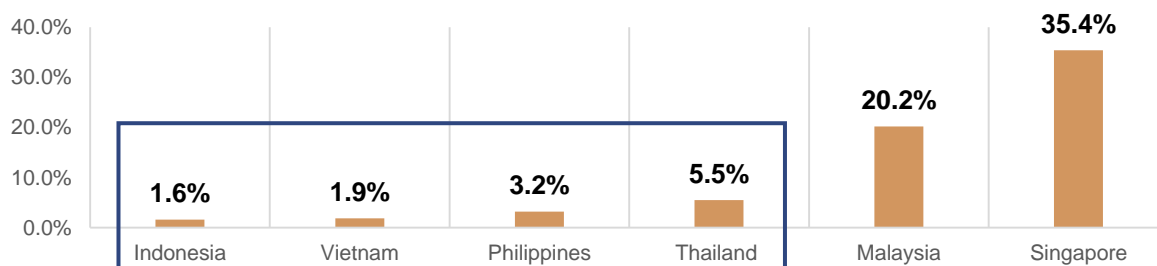
Game developers around the world face the problem of being unable to monetise their games effectively from gamers in Southeast Asia, mainly because Southeast Asia is a fragmented region with low credit card penetration rates. At the same time, incumbent dominant app stores mainly offer online payment options and tend to serve game developers with larger advertising budgets. The MOO Store seeks to solve these pain points – to bring power back to the developers by enabling revenue collection from local payment options and greater discovery of their games – as well as to bring enhanced features to a gaming-app store ecosystem.

#### 3.2 Southeast Asia Gaming Market

Southeast Asia, comprising 11 diverse countries (Singapore, Brunei, Laos, Timor-Leste, Indonesia, Cambodia, Malaysia, Myanmar, Philippines, Thailand and Vietnam), has the perfect combination of growing young demographic and increasing affluence and is the world's fastest-growing market for mobile gaming.



#### Credit Card Penetration Rates in Southeast Asia



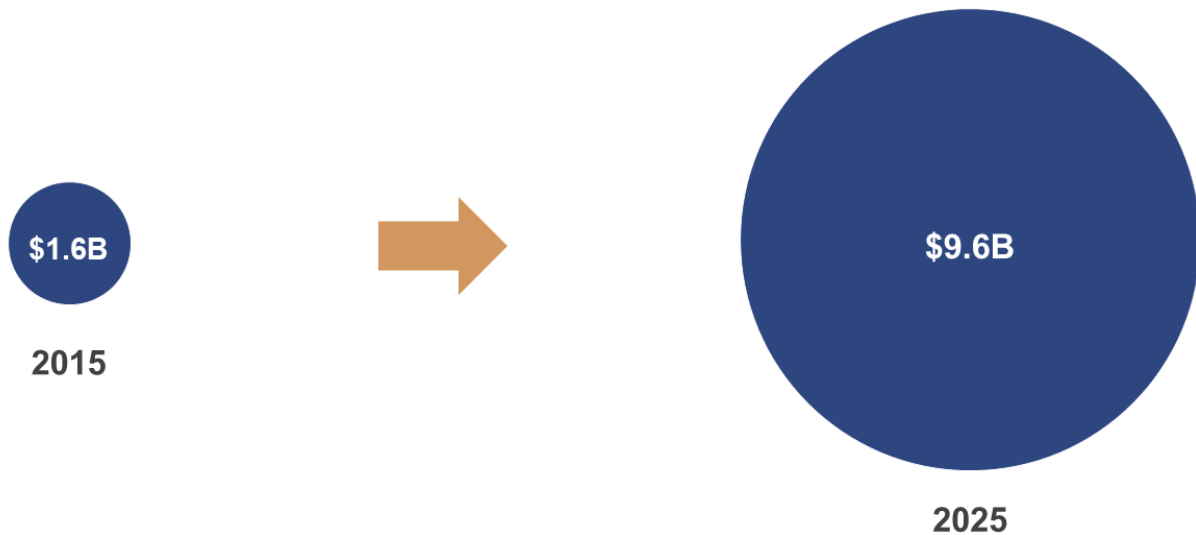
Source: Worldbank Financial Inclusion Data / Global Findex





Although Indonesia, Philippines, Vietnam, and Thailand represent key growth markets with a total gamer base of 107 million gamers, the average credit card penetration in these key markets is below 3%.

Based on our experience in, and analysis of, the Southeast Asia game industry, the total addressable market (TAM) in Southeast Asia is currently more than US\$1.5B and is projected to exceed US\$9B by 2025 as mobile gaming continues to grow rapidly in this region. The online gaming market in Southeast Asia is expected to grow at 20% CAGR between 2015-2025 due to increased internet penetration, greater engagement, improved game quality, and growing affluence in the region.



Source: Google, Temasek; e-economy SEA, unlocking the \$200 billion digital opportunity in Southeast Asia (2016)

### 3.3 Obstacles to greater monetisation of games

Despite the growing video gaming industry in Southeast Asia, game developers are unable to effectively monetise their games in the Southeast Asian market due to four main reasons:



**Fragmented region** comprised of eleven countries with differing demographics and economics.



**Multiple languages are spoken throughout the region** – hundreds of languages belonging to five distinctly different families.



**Low credit card penetration in the region** with an average of <3% as compared to 53% in high-income OECD countries.



**App saturation on app stores** tends to drown out potentially high quality apps. In 2016, there were 928,506 new apps on iOS with an average of 2,579 new apps per day, crowding out any potential mind share.

Sources: Worldbank Financial Inclusion Data / Global Findex & Pocketgamer.biz App Store Metrics



### **Unique / Diverse Payment Channels**

Lack of payment channels and local support for content customisation and marketing makes Southeast Asia a difficult market to penetrate. Most users still pay via local payment modes such as e-banking, prepaid cards, and over the counter (OTC) receipts. The only alternative would be direct engagement with local payment solution providers – which are very fragmented and requiring multiple negotiations and arrangements for developers who want to cover the entire region.

### **Prohibitive App Store Transaction Fees**

Developers are facing such challenges despite the high transaction fee charged by incumbent app stores - 30% of all transactions. Consequently, it became impractical and prohibitively expensive for developers to effectively enter and monetise from the Southeast Asian market, thus limiting the number of apps available in the region. More than half of mobile game developers are living below the “app poverty line” (defined as US\$500 per app per month) as more than 50% of total mobile game revenue is earned by less than 2% of all app developers who predominantly have big advertising budgets. As such, game apps have the highest ratio of ‘dead apps’ by genre at 21.7% – as developers pull out their apps from the app stores. (Source: Adjust (2014). *Birth, life and death of an app.*)

Cloud Alliance seeks to democratise game distribution – enabling developers to offer their apps into Southeast Asia, and thus create a more vibrant app ecosystem for app users in the region. Cloud Alliance will build a new app store, the MOO Store, which allows developers to monetise more effectively and securely from local payment options, increase their revenue share, and provide greater discovery.



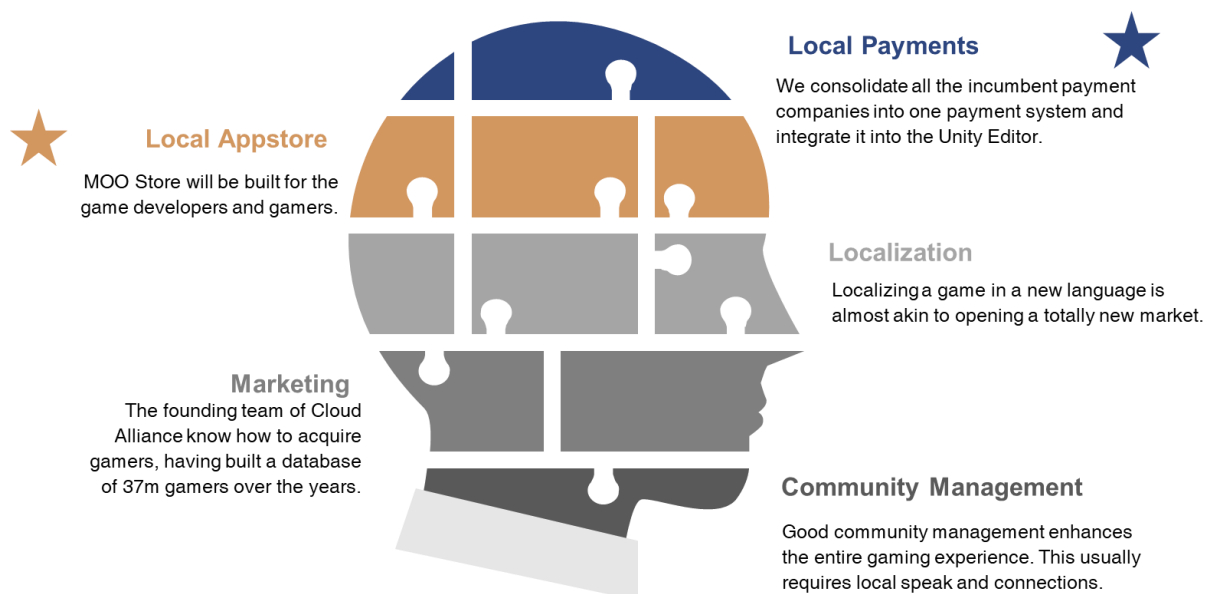
## 4 OUR SOLUTIONS

### 4.1 Overview

Leveraging on the management team's network and expertise to overcome the unique challenges and issues facing Southeast Asia, Cloud Alliance intends to build a gaming ecosystem in Southeast Asia using two main products – CloudMoolah and MOO Store.

CloudMoolah is a payment aggregator that enables game developers to conveniently tap into the Southeast Asia market where users do not own or have a preference towards credit card payments. It is currently live in the Unity game engine, providing easy solution to a user base of more than 5.5 million developers.

MOO Store, which is currently under development, will be a curated 3<sup>rd</sup> party app store that is populated with Unity content and utilises blockchain technology to enable a more secure and efficient interaction between developers and gamers. CloudMoolah will also be integrated into the MOO Store, together with other value-adding services, to provide a comprehensive solution for developers looking to penetrate the booming Southeast Asia market.



### 4.2 CloudMoolah Payment Solution

CloudMoolah, our flagship payment solution, was launched at a Unity developer conference in Austin, Texas in October 2017. CloudMoolah has been successfully integrated with Unity Editor, and is currently available together with Amazon Apps, Apple's iOS App Store and Google Play Store. By simply integrating the CloudMoolah SDK into their game, a Unity developer can immediately enable in-app revenue collection capability from more than 100 million gamers and 500,000 retail point-of-sales across Southeast Asia, thereby saving time and hassle of integrating multiple offline payment channels. Developers are now able to effectively monetize from gamers who do not use credit cards or Paypal to pay for in-game content through the use of CloudMoolah. This is made possible through our major payment partners throughout Southeast Asia and Taiwan.



True Digital Plus



Soft World



MOL



VTC Online



BluePay



UniPin



IAHGames

The CloudMoolah Payment solution has the following features:

✓ **Robust and Secure**

Our payment gateway partners are established businesses with years of proven track records and used by millions of local gamers.

✓ **Easily Integrated**

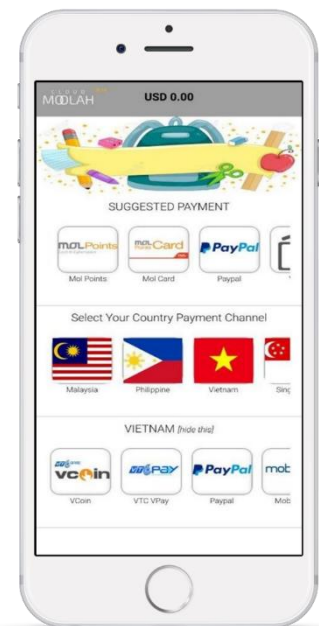
Replace some ID codes in the Unity IAP codings and start testing in just 10 minutes.

✓ **Zero Upfront Fees**

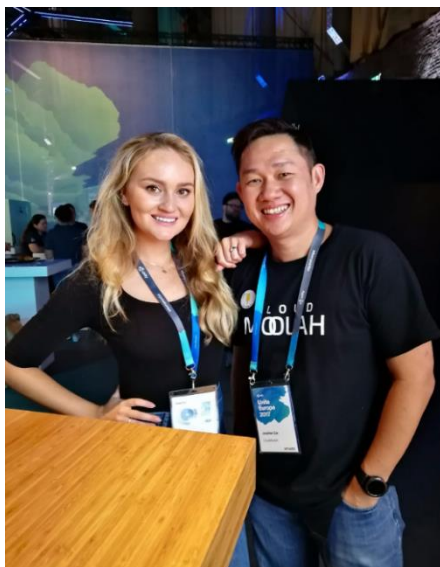
There are zero upfront costs. The local payment channel fee will be deducted on a per-transaction basis.

✓ **Single Currency Pay-out**

Collect from various local currencies and receive payment in USD without worrying about conversion.



As of Q4 2017, more than 300 Unity developers have expressed interest in adopting CloudMoolah in their game monetization efforts. Appendix A lists some key developers who have registered their interest with CloudMoolah.



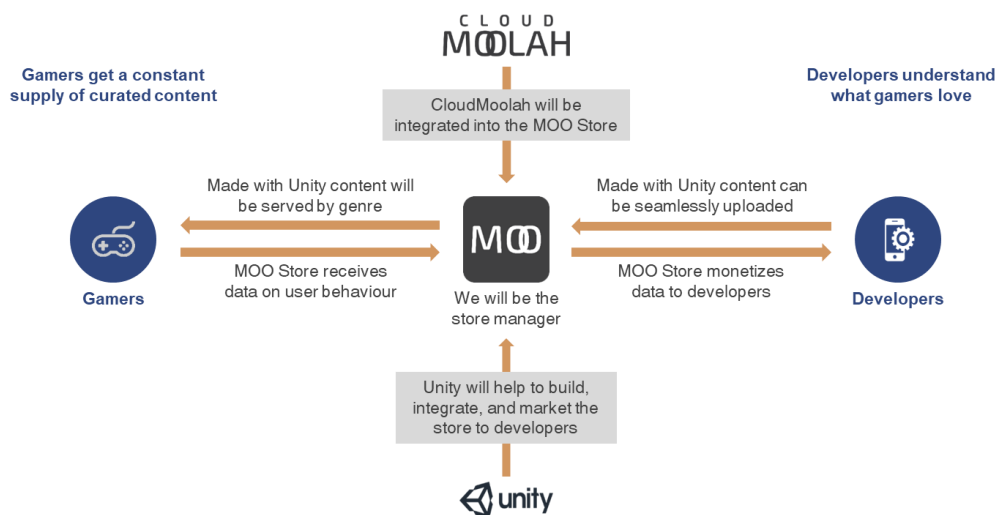


### 4.3 MOO Store - Features and Solution

The MOO Store seeks to solve many of the unique challenges and issues facing Southeast Asia mobile gamers, game developers, and publishers by allowing developers to monetise their games more effectively and securely, increase their revenue share and provide greater discovery of their games and gamer profile.

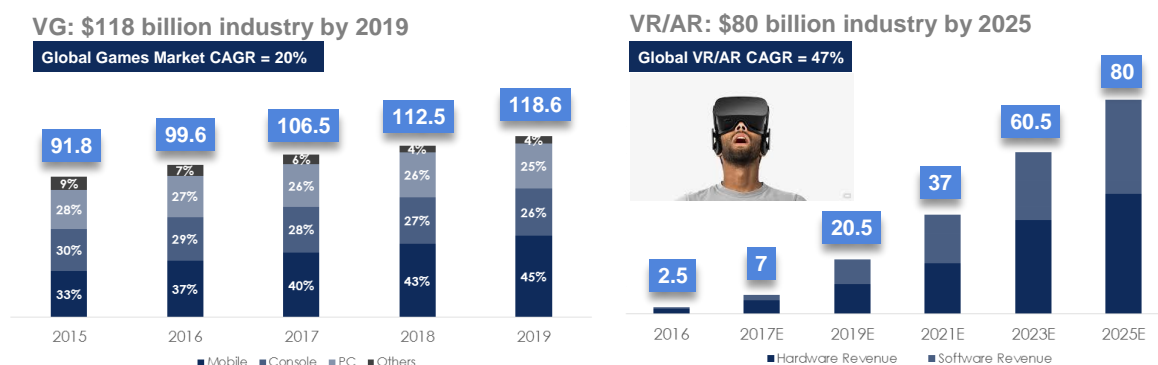
Through the use of the MOO Store, developers get access to more than 100 million gamers in one of the fastest growing mobile games market in the world. In return, Cloud Alliance receives massive amounts of insightful data in a traditionally opaque Southeast Asian market to help serve both developers and gamers better.

Cloud Alliance is exploring the use of blockchain to realise our vision of democratizing mobile game distribution in Southeast Asia. Blockchain technology enables transaction efficiency and immutability. By incorporating blockchain into virtual currency for gaming, we aim to eliminate chargebacks and reduce the risk of fraud. This will strengthen the gaming ecosystem for both developers and gamers. We also aspire to give more back to game developers. While incumbent app stores typically charge developers 30%, the MOO Store aspires to lower this fee significantly by using blockchain technology. This enables us to help developers save on intermediary costs such as retail margins and currency conversion fees, which means developers will receive more of their share for their work.



The core feature of the MOO Store is the CloudMoolah Points (“CMP”), an in-app virtual currency, which will be the primary transacting virtual currency used in the MOO Store. The CloudMoolah payment aggregator will be integrated into the MOO Store and process all transactions using CMP.

The MOO Store is set to tap into the huge projected growth of the global gaming industry. Globally, mobile app stores revenue is expected to reach more than US\$100 billion by 2020. This is spurred by the proliferation of smartphones, reliable internet connection, and a fast-growing appetite for digital content, especially in Video Gaming (VG) and Virtual Reality / Augmented Reality (VR/AR).



Source: Newzoo 2016 Global Games Market Report, Goldman Sachs VR/AR Report 2016



#### 4.4 CloudMoolah Points (“CMP”)

CMP, an in-app virtual currency used as the mode of payment and transactions within the MOO Store ecosystem, forms the backbone of the MOO Store. All transactions using CMP will be processed using CloudMoolah. As the CMP will be operated within the closed system of MOO Store managed by Cloud Alliance, it enables transparent dealing of virtual items, efficiency and accuracy of reward systems, and security of user account and information. Holders of MOO Token can also tender the MOO Token in the MOO Store in exchange for CMP. Please see Section 7 for more information on the MOO Token.

##### (a) Features and Uses

The features and uses of the CMP are summarized below:

Feature & Uses	Description
1. <b>Tech</b>	<ul style="list-style-type: none"> <li>MOO Store virtual game currency</li> </ul>
2. <b>Uses</b>	<ul style="list-style-type: none"> <li>Gamers: To acquire games and purchase in-game items</li> <li>Developers: Receive CMP from games, exchange CMP for cash at MOO Store</li> </ul>
3. <b>Acquiring CMP</b>	<ul style="list-style-type: none"> <li>CMP can be purchased using fiat currency through the MOO Store</li> <li>MOO Token can be tendered in the MOO Store in exchange for CMP. Please see Section 4.5 below for more details.</li> <li>On completion of Phase 3, CMP can be earned by gamers based on certain objectives</li> </ul>
4. <b>Value</b>	<ul style="list-style-type: none"> <li>Constant value pegged at 1 CMP = US\$0.01, to provide predictability in the value of CMP to gamers and developers.</li> <li>Not subject to market volatility</li> </ul>
5. <b>Others</b>	<ul style="list-style-type: none"> <li>CMP is indivisible and non- transferable</li> <li>MOO Store can issue unlimited number of CMP</li> </ul>

##### (b) Benefits of CMP

The introduction and use of CMP in the closed-ecosystem of the MOO Store provide several benefits to both gamers and developers:

##### **For Gamers**

- ✓ Buy & sell virtual assets with minimal risk of fraud
- ✓ Easy, simple, convenient, and hassle-free payments even without a credit card
- ✓ Earn CMP while playing games
- ✓ One currency for all mobile games

##### **For Developers**

- ✓ Increased developer’s cut of revenue
- ✓ Cash out CMP received from gamers into fiat currency (at US\$0.01 per CMP) or respective amount of MOO Token (based on spot market values averaged across all exchanges that list the MOO Token)
- ✓ Minimal risk of fraud
- ✓ No chargebacks or cancellations

#### 4.5 MOO Token



Cloud Alliance has signed major deals with multiple parties, laying the foundation for this ground-breaking product. However, a general fundraise is still required to continue the tech development and marketing of the MOO Store.

Funds raised from the Token Sale will also be utilised for the development of the MOO Store to enable the fulfilment of its vision to democratise game distribution.

(a) Features and Uses

The features of the MOO Token is set out below:

Feature	Description
1. Tech	<ul style="list-style-type: none"> <li>ERC20 token on the Ethereum Blockchain</li> <li>Ethereum based tokens rely on a well-established Ethereum infrastructure, benefiting from several advantages: <ul style="list-style-type: none"> <li>(i) Security and predictability</li> <li>(ii) Use of robust and well-supported clients</li> <li>(iii) High liquidity</li> <li>(iv) Easier listing on exchanges</li> <li>(v) Ethereum smart contracts enable a very transparent and secure reward and payment system</li> </ul> </li> </ul>
2. Conversion	<ul style="list-style-type: none"> <li>Holders of the MOO Token may tender their MOO Token in the MOO Store in exchange for such number of CMP with a bonus not exceeding 20% of the Benchmark Value of the MOO Token</li> </ul>
3. Acquiring MOO Token	<ul style="list-style-type: none"> <li>Only way for non-developers to obtain MOO Token will be through the Token Sale or secondary trading on public exchanges that accept MOO Token</li> <li>Developers may be able to cash out CMP payments made by gamers in MOO Token (based on spot market values averaged across all exchanges)</li> </ul>
4. Value	<ul style="list-style-type: none"> <li>MOO Token only have potential value and are not backed or associated with any assets</li> </ul>
5. Others	<ul style="list-style-type: none"> <li>MOO Token do not represent ownership of Cloud Alliance and/or the MOO Store in any form</li> <li>MOO Token will be divisible up to 8 decimal points</li> </ul>

(b) Conversion into CMP

Apart from being traded in public exchanges, holders of the MOO Token may tender their MOO Token to Cloud Alliance through the MOO Store in exchange for such number of CMP calculated based on the formula below:

$$\left( \frac{\text{Number of MOO Token} \times \text{Benchmark Value}}{\text{US\$0.01}} \right) \times \text{Bonus Multiple}$$

“**Benchmark Value**” means the average market value of one (1) MOO Token denominated in US Dollars quoted on any number of cryptocurrency exchanges as may be determined by Cloud Alliance from time to time, with regard to multiple factors, including but not limited to, volatility and volume of trades of MOO Token on such cryptocurrency exchanges. The Benchmark Value will be made known through the MOO Store.





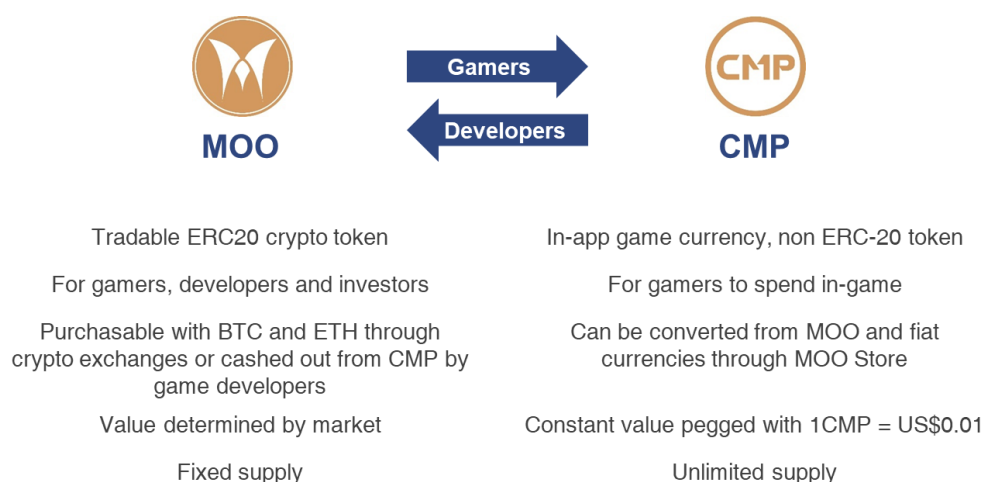
“**Bonus Multiple**” means such number above 1.0 but not exceeding 1.2, to be determined in the sole discretion of Cloud Alliance. The Bonus Multiple will be made known through the MOO Store.

Relative to purchasing CMP with fiat currency, the exchange of MOO Token into CMP provides the holder of the MOO Token more CMP due to the Bonus Multiple. The mechanism is intended to incentivise developers and gamers to obtain, hold and exchange the MOO Token into CMP.

MOO Token tendered in exchange for CMP will be retained by Cloud Alliance, which shall be entitled to, hold or sell them in public exchanges based on market conditions in its absolute discretion.

(c) Differences between MOO Token and CMP

In order to fulfil the fund raising objectives and ensure the price-predictability of the in-game currency, the Token Sale will be conducted using the MOO Token while the CMP will feature exclusively in the MOO Store ecosystem. Apart from the conversion of MOO Token into CMP, the MOO Token and CMP are independent of each other. The key differences between the MOO Token and CMP are set out below:



MOO Token can be tendered to the MOO Store in exchange for CMP. Please see Section 4.5(b) above for more information. After gamers spend CMP within the MOO Store ecosystem, developers can cash out the CMP spent by gamers in MOO Token or fiat currency.

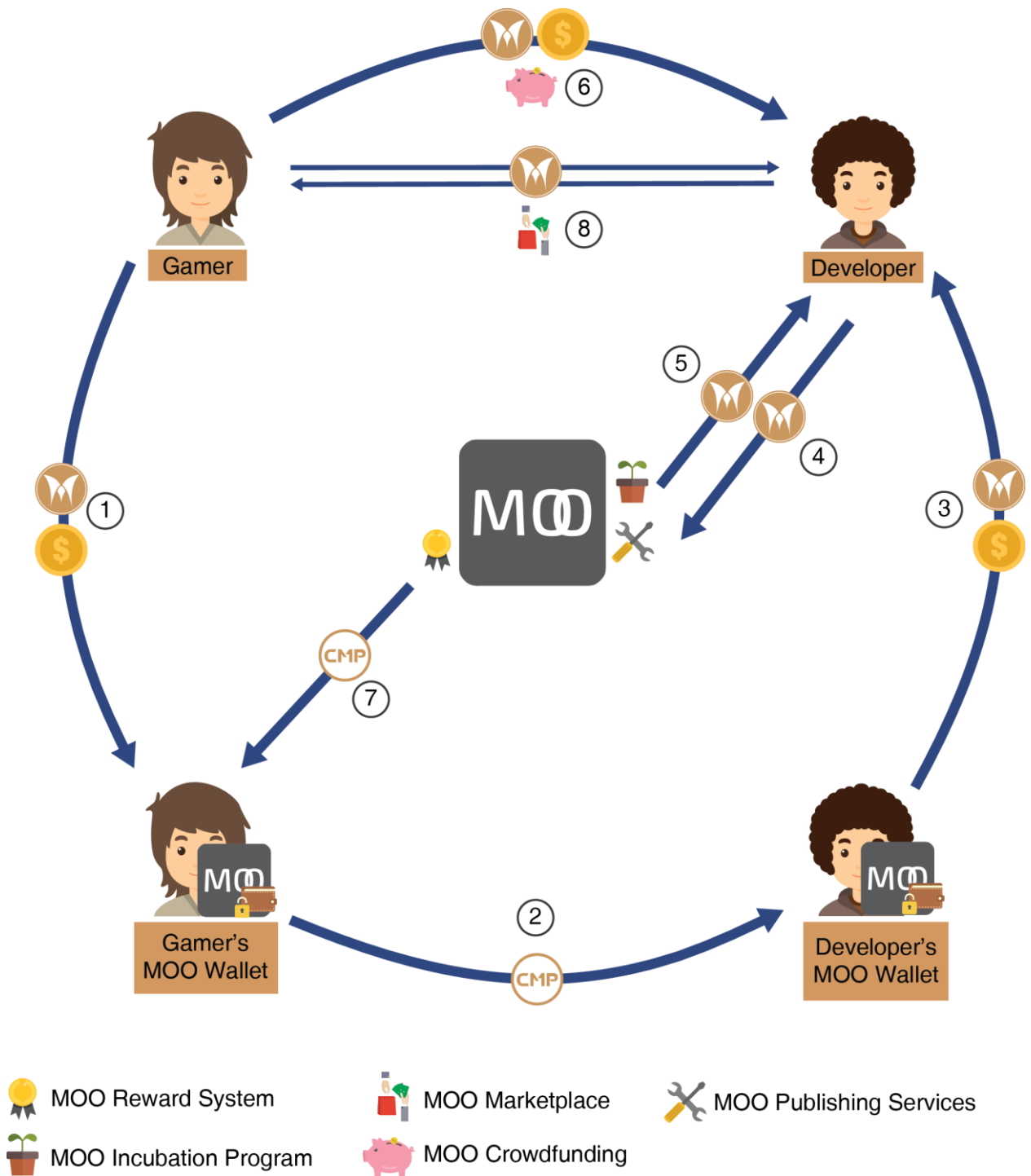
(d) ERC-20 CMP token

CMP is used to power all transactions in the MOO Store, providing all users with minimal risk of fraud or chargeback and hassle-free payments even without a credit card. CMP will be converted to an ERC-20 token in the second phase of development. Building the CMP as an ERC-20 token will **enable immutable records and prevent fraud**. All transactions in-game will be available on the blockchain, providing traceability of funds and items. This helps to prevent fraud which has plagued the video gaming industry for years.

(e) Use of MOO Token and CMP



The use of MOO Token and CMP in the MOO Store ecosystem is illustrated below.















	Description
1	Gamers tender fiat currency or MOO Token to the MOO Store in exchange for CMP. MOO Store allocates CMP into the gamers' wallet based on the amount of fiat currency or MOO exchanged.
2	Gamers use CMP to pay for in-game content and services.
3	Developers can choose to cash out their total CMP received in either fiat currency (at US\$0.01 per CMP) or MOO Token (based on spot market values averaged across all exchanges).
4	Developers will be able to pay for game publishing services using MOO Token received to grow their games.
5	Developers requiring support can approach Cloud Alliance for incubation support in the form of the MOO Token.
6	Developers may also choose to obtain support from the gamers through crowdfunding in either fiat currency or the MOO Token.
7	Gamers may be rewarded CMP for playing games.
8	Gamers and developers can trade various services and items on the CloudMoolah marketplace using the MOO Token.



## 4.6 Development Phases

To achieve the set objectives, MOO Store will incorporate the following features and solutions in phases:

	Phase 1	Phase 2	Phase 3
Payment	✓	✓	✓
Publishing Services	✓	✓	✓
Crowd Funding & Incubation		✓	✓
Blockchain CMP			✓
Rewards			✓
Marketplace			✓

 Under Research  Under Construction  Completed

More details on the different phases of development as follow:



	Feature/Solution	Brief Description	Benefits
<b>Phase 1</b>	1. Payment Solution	<ul style="list-style-type: none"> <li>CloudMoolah, our payment aggregator, will be incorporated in the MOO Store</li> <li>Use of virtual currency “CloudMoolah Points” (“<b>CMP</b>”) as the mode of payment within the MOO Store ecosystem</li> <li>Development of simple wallet system for gamers to hold CMP and virtual items</li> </ul>	<ul style="list-style-type: none"> <li>✓ Increased revenue for game developers</li> <li>✓ No fraud, chargebacks or cancellations</li> <li>✓ Simple convenient payments for gamers and developers</li> </ul>
	2. Publishing services for developers	<ul style="list-style-type: none"> <li>Integration of publishing services available to game developers</li> <li>One-stop shop for localisation, user acquisition and other publishing services</li> </ul>	<ul style="list-style-type: none"> <li>✓ Easier penetration by game developers into newer markets through publishing services</li> </ul>
<b>Phase 2</b>	3. Developer incubation program	<ul style="list-style-type: none"> <li>Incubate and assist game developers who need help publishing, including through the use of the MOO Token</li> </ul>	<ul style="list-style-type: none"> <li>✓ Increased support for indie game developers</li> </ul>
	4. Crowdfunding	<ul style="list-style-type: none"> <li>Allow gamers to support the development of the games that they love</li> </ul>	
<b>Phase 3</b>	5. Blockchain CMP	<ul style="list-style-type: none"> <li>CMP will be an ERC-20 token where CMP will be the de facto mobile gaming currency</li> </ul>	<ul style="list-style-type: none"> <li>✓ All transactions using the CMP will be immutable</li> </ul>
	6. Gamer reward system	<ul style="list-style-type: none"> <li>Allow games to earn CMP based on objectives set by MOO Store and/or game developers</li> </ul>	<ul style="list-style-type: none"> <li>✓ Promote gamer loyalty and allow gamers to be rewarded with CMP</li> </ul>
	7. Virtual asset marketplace	<ul style="list-style-type: none"> <li>Allow gamers to trade virtual assets outside of the game</li> </ul>	<ul style="list-style-type: none"> <li>✓ Trade virtual assets with no risk of fraud</li> </ul>



## 4.7 Phase 1 Development

### (a) Development and Integration of CloudMoolah in the MOO Store

CloudMoolah, our flagship payment solution, was successfully launched at a Unity developer conference in Austin, Texas in October 2017 – with interest from more than 300 game developers. CloudMoolah will be developed further and reach out to more game developers globally. CloudMoolah will be integrated into the MOO Store once the MOO Store is ready. Cloud Alliance has secured the following partners to combine, aggregate and integrate their respective payment products under the CloudMoolah payment aggregator.



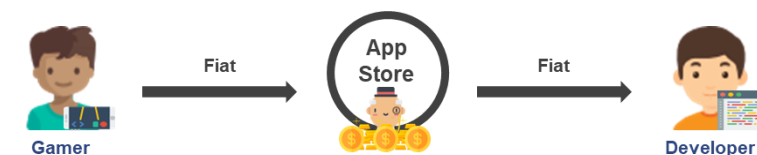
With these partnership, CloudMoolah users can access more than 500,000 retail payment points and approximately 100 million gamers in Southeast Asia and Taiwan.

### (b) CMP and Wallet System

Following the integration of CloudMoolah in the MOO Store, CMP would be made available as a payment option under CloudMoolah for use within the MOO Store ecosystem. To enable usage of the CMP, a simple wallet system will be implemented for gamers and developers. Gamers will be able to use fiat currency to purchase CMP, and subsequently use the CMP to make in-game purchases directly to the game developer's wallet. Developers that receive the CMP can then tender the CMP from their wallet to Cloud Alliance/ the MOO Store in exchange for fiat currency and MOO Token.

Through the use of the MOO Store and CMP, game developers can achieve higher monetisation of their games.

#### Current



#### The MOO Store Solution



The use of CMP and the wallet system within the MOO Store allows for traceability of items and collection of data by the MOO Store which will enable developers to collect gamers' feedback more rapidly and



provide a better gaming experience – whether in limited edition game items, special quests, etc. Through big data analytics available, the MOO Store will be able to predict and curate games with high performance potential, providing gamers with high-quality games tailored to their gaming preference.

**Completion of Phase 1 would serve as a minimum viable product and proof of workability of the MOO Store.** The development of MOO Store moves to Phases 2 and 3 to improve the functionality, security and features of the MOO Store.

(c) Publishing Services for Developers

To improve local support for content customisation and marketing, publishing services will be made available to game developers on the MOO Store. As these will be integrated into the MOO Store, game developers will be able to use the MOO Token received as payment for the publishing services they required. The MOO Store will serve as a one-stop shop for all publishing services which include the following:

- User acquisition
- Local payment channels
- Localisation
- Training & certification
- Tools
- Talents

The MOO Store will utilise the data that it collects to provide insightful information to game developers on how to best market and develop their games.

## 4.8 Phase 2 Development

Phase 2 would see greater features being built to increase a game developer's access to Southeast Asia.

(a) Developer Incubation Program

The **developer incubation program** seeks to incubate and provide various forms of support to developers who need help in publishing their games into markets. Developers may approach the MOO Store if they require funding support for their games. A panel of industry experts selected by Cloud Alliance will evaluate game proposals and provide advice on a range of issues, including marketing, funding and improvements on the proposed game.

(b) Crowdfunding

The MOO Store will feature a crowdfunding platform where game developers may raise funds by leveraging on the user base of the MOO Store. Gamers or supporters may provide fiat currency or MOO Token to the game developers in support of the development of the new game.

## 4.9 Phase 3 Development

Phase 3 would introduce features aimed at increasing gamer enjoyment through the usage of the MOO Store.

(a) Blockchain CMP

CMP will be built as an ERC-20 token to leverage on the benefits blockchain brings to the ecosystem. Building CMP on the blockchain enables immutable records and fraud prevention.

All transactions in-game will be available on the blockchain, providing traceability of funds and items. This helps to prevent fraud which has plagued the video gaming industry for years.





(b) Gamer reward system

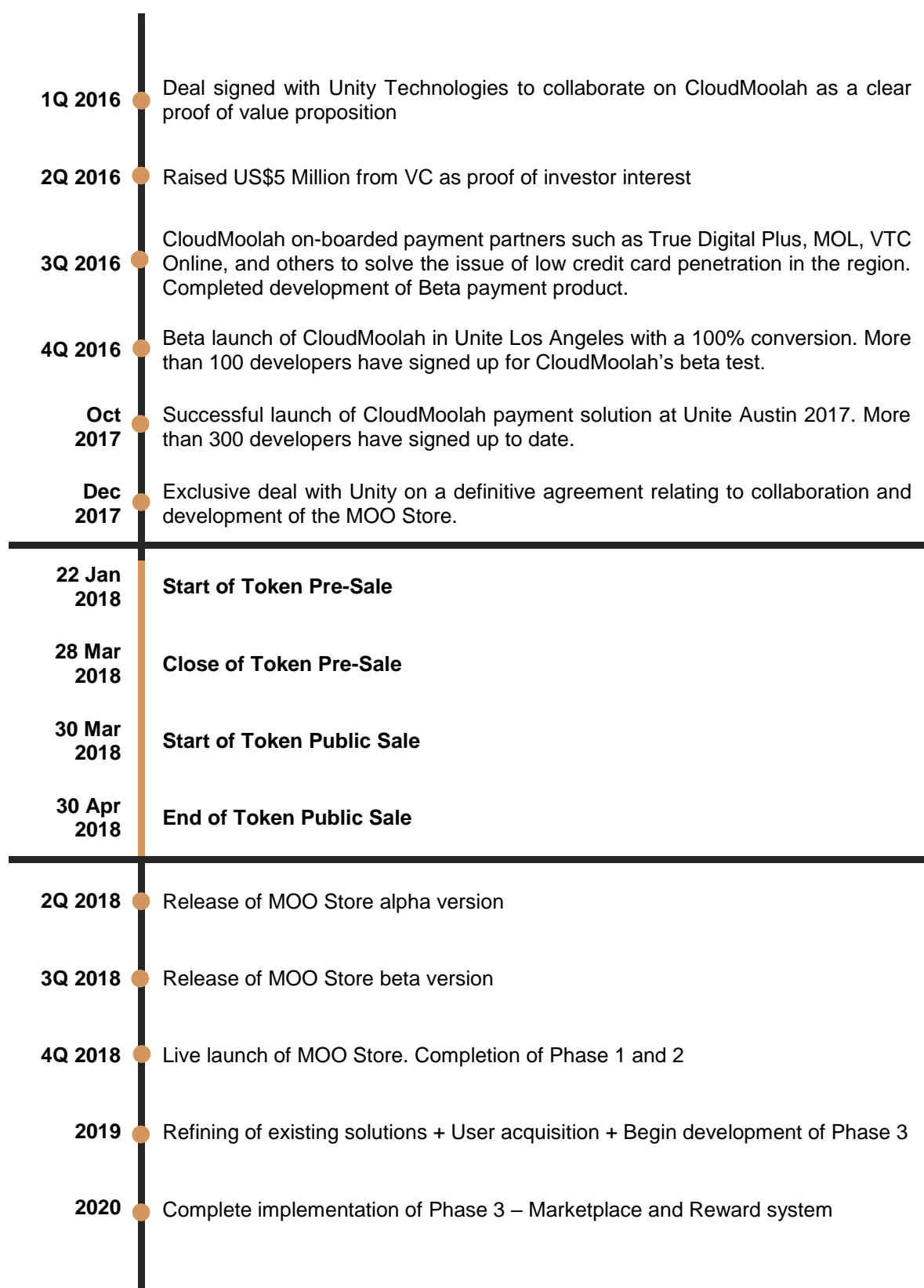
In the MOO gamer reward system, gamers will be awarded CMP tokens when they accomplish certain objectives set out by the game or MOO Store. The more objectives or targets that the gamers achieve, the more CMP tokens they will be rewarded which can be used to make purchases in the MOO Store. The introduction of the gamer reward system allows game developers to tailor their game or introduce milestones to promote gamer loyalty.

(c) Virtual asset marketplace

Gamers can trade MOO Token with virtual items from games on the MOO Store in a virtual asset marketplace integrated into the MOO Store. The marketplace will allow gamers to exchange their virtual items with other gamers outside a game. The marketplace will also enable the trading of game publishing services between gamers and developers. The virtual asset marketplace will feature an escrow mechanism, whereby the MOO Store will hold the assets to be exchanged so as to ensure transaction certainty.



#### 4.10 Development Progress





The CloudMoolah payment solution is currently launched in Unity Editor alongside Apple, Google, Microsoft, Xiaomi and Amazon. It currently enables Unity developers to access more than 500,000 retail point of sales in Southeast Asia. The MOO Store and wallet system will be the next step of development.

← Back to services Go to Dashboard

**COPPA compliance changed**

## \$ IN-APP PURCHASING

Simplify cross-platform IAP

Welcome

**Note: disabling Analytics also disables In-App Purchasing.**

Import our store package to get started on:

- Amazon Apps
- Amazon Underground
- **CloudMoolah Store**
- Facebook Gameroom
- Google Play
- iOS App Store
- Mac App Store
- Samsung GALAXY Apps
- Tizen Store
- Windows Store
- Xiaomi Mi Game Pay

Import

### Supported Platforms

Amazon Apps Amazon Underground **CloudMoolah Store** Facebook Gameroom

Google Play iOS App Store Mac App Store Samsung GALAXY Apps Tizen Store

Windows Store Xiaomi Mi Game Pay

Window Help

- Next Window Ctrl+Tab
- Previous Window Ctrl+Shift+Tab
- Unity IAP**
  - Create IAP Button
  - IAP Catalog
  - Create IAP Listener
- Layouts
- Services Ctrl+0
- Scene Ctrl+1
- Game Ctrl+2
- Inspector Ctrl+3
- Hierarchy Ctrl+4
- Project Ctrl+5
- Animation Ctrl+6

Android

- Target Amazon
- Target Google Play
- Target CloudMoolah**
- Target Samsung Galaxy Apps
- Target Xiaomi Mi Game Pay



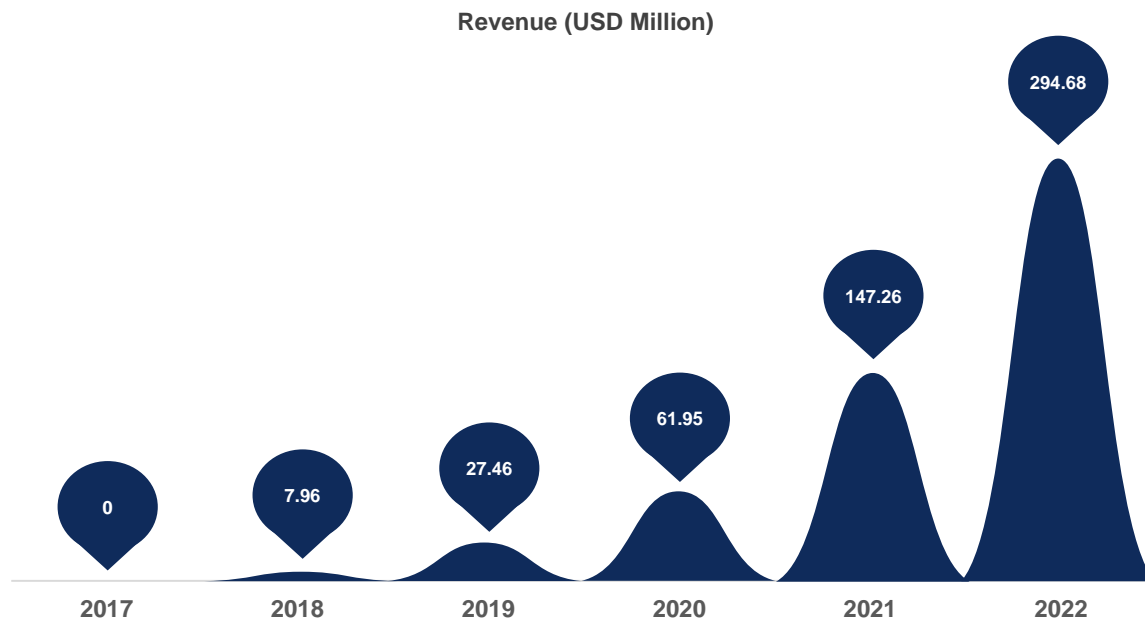
## 4.11 Financials

The key revenue streams of the MOO Store include transaction fee from:

- App Purchases
- In-App Purchases

Since gamers pay directly to game developers using CMP through the MOO Store, the game developers can immediately receive their CMP and have the option to cash out the CMP to either fiat currency (at US\$0.01 per CMP) or MOO Token (based on spot market values averaged across all exchanges), a significant improvement in working capital receivables period. The MOO Store takes a small convenience fee for (a) facilitating the payments, (b) transfer of CMP between gamers and developers, and (c) cashing out of CMP to fiat currency or MOO Token by the game developers.

Based on the size of the TAM in Section 3.2, the MOO Store may generate revenues of US\$295 million by the year 2022. We expect to incur substantial expenses due to the development and marketing of the MOO Store in the next few years of the MOO Store, and hence there is no guarantee that the MOO Store will be profitable during those years.





## 5 OUR PARTNERS – UNITY AND KEY LOCAL PARTNERS

### 5.1 Introduction to Unity

Unity Editor (<https://unity3d.com>) is a cross-platform game engine developed by Unity Technologies, which is primarily used to develop video games and simulations for computers, consoles and mobile devices. Unity has a vision to democratize game development and started with the goal of making game development universally accessible.



Unity is notable for its ability to target games for multiple platforms. The currently supported platforms are:

Android	Android TV	Facebook Gameroom
Fire OS	Gear VR	Google Cardboard
Google Daydream	HTC Vive	iOS
Linux	macOS	Microsoft HoloLens
Nintendo 3DS family	Nintendo Switch	Oculus Rift
PlayStation 4	PlayStation Vita	PlayStation VR
Samsung Smart TV	Tizen	tvOS
WeiGL	Wii U	Windows
Windows Phone	Windows Store	Xbox One



 <p>World's most popular game development engine</p> 	 <p>#1 game development software with over 50% market share</p> <p>5.5M developers 238 game titles</p> <p>770M gamers 7.7B devices</p>
 <p>VR content domination with over 95% market share</p> <p>Samsung Gear VR Oculus VIVE</p>	 <p>Valued at \$2.6B with \$400M PE Investment in 2017</p> <p>SILVERLAKE iglobe partners</p> <p>中国投资有限公司 SEQUOIA DRAPER FISHER JURYETSON</p>

Source: <http://fortune.com/2016/02/11/valves-partners-with-unity/>,  
<https://www.bloomberg.com/news/articles/2017-05-24/silver-lake-invests-400-million-in-video-game-toolmaker-unity>

## 5.2 Virtual Reality/ Augmented Reality

Unity's dominance in game production continues to grow, especially as AR and VR technology becoming more mainstream. More than 95% of VR experiences made by developers worldwide use Unity Editor due to the software's ease of use and accessibility. Notable works include:



*The Leviathan Project*  
developed by 5D World Building Media Lab  
funded by Intel



*theBlu: Encounter*  
developed by Wevr  
HTC Vive media demo content

BloombergTechnology

## No Matter Which VR Headset You Buy, This Company Wins

Unity makes software tools used by some 4 million developers to build video games. Virtual reality could turn it into a \$1.5 billion business.



Bloomberg, March 2016





### 5.3 Key Local Payment Partners

Cloud Alliance has developed strong and effective collaborations with key local partners to drive the growth of CloudMoolah and the MOO Store. Our partners are entities that are highly established with longstanding track-record and widespread network in their respective geographies. The list below are non-exhaustive and Cloud Alliance will continue to expand its geographical network with other partners.

#### **True Digital Plus (Bangkok)**

Founded in 2002, True Digital Plus is one of Thailand's largest game publisher and payment aggregator. True Digital Plus is a subsidiary of True Corporation which has a market capitalization of US\$10 Billion. True Digital Plus has been a pioneer in e-Sport competition and has hosted several world class championships in Thailand. See: <http://www.truedigitalplus.com>



#### **VTC Online (Vietnam)**

Vietnam Television Corporation (VTC) is the largest multimedia corporation in Vietnam. It was founded on February, 1988 by Vietnam Television with the main purpose to construct television stations. VTC is also an established game publisher and payment aggregator in Vietnam. See: <https://online.vtc.vn>







### **MOL Money Online (SEA)**

MOL Money Online is Southeast Asia's largest local payment company with more than 100,000 retail points for prepaid cards. See: <http://www.mol.com/>



### **Softworld (Taiwan)**

Listed game publisher and distributor in Taiwan, HK and Macau game markets with a market capitalization exceeding US\$200 Million. See: <http://www.soft-world.com/>





### **BluePay (Thailand)**

The leading mobile payment platform in Southeast Asia with more than 1,000 partners spanning gaming, live video, fintech, and other lifestyle services such as AIS, Singtel, Tencent, LINE, Wechat, mobifone, Visa, Mastercard, and many others. See: <http://bluepay.asia/>

# BluePay



### **IAHGames (SEA + Hong Kong)**

Leading game operator, publisher, and distributor in SEA and Hong Kong with 37 million + gamers. IAHGames has published notable games including EA Sports™ FIFA Online 2 and Granada Espada. See: <https://www.iahgames.com/>

# IAHGames



### **UniPin (Indonesia)**

One of Indonesia's fastest growing game payments platform with more than 100 games such as Mobile Legends: Bang Bang, Candy Crush, Pokemon Go, and over 17,000 points of sales through offline vouchers, e-banking, credit card, and SMS services. See: <https://www.unipin.co.id/>

# UniPin®

VOUCHER GAME ONLINE



#### 5.4 Sam&Co Group (TOG & Excelgames)



Aside from empowering gamers and developers online through MOO Store and CMP, we also seek to implement **online-to-offline (O2O) strategies** to create a more comprehensive gaming ecosystem. To achieve this, we have formed a collaboration with Singapore's largest offline game distribution player: **Sam&Co Group**.



Sam&Co Group is a prominent player in the video game distribution industry in Singapore and Asia Pacific region. They operate Toy or Game (TOG), which is the largest game, console and merchandise retailer in Singapore with a global presence through its online shop. With 14 retail stores strategically located in major shopping malls in Singapore, TOG is a leading force in Singapore's video game industry. TOG also has a membership program with more than 80,000 members.

In addition, they also operate Excelgames, which is focused on distribution, export & import business of game products and merchandise in Asia Pacific. The company has secured the exclusive right to distribute Activision games (Destiny, Call of Duty, etc.) in Southeast Asia and China.

Through our collaboration, Sam&Co products will be made available in the MOO Store, and the MOO Token can be used to purchase products and merchandise in Sam&Co stores.



## 6 THE TEAM

### 6.1 Management Team

The management team is made up of high performing individuals with a proven track record in the gaming industry.



#### **Roland Ong, Executive Chairman & Co-Founder**

Serial Entrepreneur with more than 20 years' experience in the video game industry. Roland was credited with the of success from bringing World of Warcraft to China and listing The9 Ltd in Nasdaq. Prior to Cloud Alliance, Roland was the CTO of Singapore's first internet company Horizon.com Limited where he designed and implemented Nationwide Digital Media Repository for all schools, Co-Chairman and CEO of C9i where he published World of Warcraft, and the founder of IAHGames which won rights for top rated games such as Starcraft 2, FIFA Online 2, and Counter Strike Online.



#### **Jonathon Sze, COO & Co-Founder**

Veteran game industry executive. Successfully built EA Sports™ FIFA Online 2 fan base from 0 to 25 Million in Southeast Asia and managed a 100 man strong publishing arm across Southeast Asia. Prior to Cloud Alliance, Jonathon was a technology manager in iGamesAsia which launched Southeast Asia's first local online game, A3.



#### **Benjamin Cher, CFO/CIO & Co-Founder**

Ex Temasek and Credit Suisse investment and finance professional. Closed US\$500 million+ worth of VC/PE deals in his career. Stanford University alumnus. Prior to Cloud Alliance, Benjamin was the founding team member and principal fund manager for Heliconia Capital Management, a Temasek-backed investment platform with AUM exceeding US\$500 million.



#### **Tom Wong, CTO**

Tom is an experienced Chief Technology Officer with a demonstrated history of working in the computer software industry. Tom is highly skilled in SQL, ASP.NET MVC, Databases, Software Project Management, Integration, and Solidity. At Cloud Alliance, Tom is responsible for building the CloudMoolah payment gateway and all blockchain related features.



#### **Andy Chiang, Managing Director, Greater China**

Andy has over 20 years of experience in technology, catering and retail, and is currently responsible for investment management, M&A and international business development. Andy is part of China Second Ring Chain Management Association, ASEAN Retail-Chains Franchise Federation. Ex Taiwan National Chengchi University EMBA.



**Herman Quah, Technical Director**

15 years of managing IT teams for games such as FIFA Online 2, CS:GO and Granado Espada. Integrated five payment gateways into Unity Editor.



**Zhao Yi, Creative Director**

Led creative marketing campaigns of more than 30 games to Southeast Asia region including FIFA Online 2, Counter Strike Online, Starcraft 2 and GTA5.



**Rachel Tan, Marketing Director**

Planned and executed marketing plans for more than 20 games over ten years with a deep understanding of the mobile marketing ecosystem.



**TT Lim, Business Development Director**

15 years of gaming industry experience. Managed regional publishing offices across key markets in Asia, specializing in the localization of PC, Web & Mobile games.



**Andrew Li, Product Development Manager**

Seven years of gaming industry experience. Successfully managed AAA online games such as Counter Strike Online, FIFA ONLINE 2 and Granado Espada.



**Tan Mei Lin, Business Development Manager**

Seven years of gaming industry experience consisting of PC and mobile game publishing, and e-sports event planning.

## 6.2 Investors

**Aetius Capital, Investor**



Aetius Capital is a Singapore-based venture investment firm backing driven entrepreneurs in next-generation industries. Aetius Capital actively works closely with founders and management to grow companies. To date, Aetius Capital has portfolio interests in fintech, e-commerce and mobile gaming. Cloud Alliance raised US\$5 million from Aetius Capital in May 2016.

## 6.3 Advisors





### **Lieutenant-General (Retired) Ng Jui Ping**

LG (Ret) Ng serves as the chairman of the advisory board. LG (Ret) Ng had a distinguished 30-year military career as the Chief of Defence Force of Singapore with prior positions as the Chief of Army, Chief of Staff of the General Staff and Commander of a field army Division. After a successful military career, he became a successful entrepreneur. He listed an internet technology company on SGX in 2000 and exited the listing through a share sale in 2004. He also sold an education company with more than 1000 students in 2010 via a trade sale. He currently heads a business consulting company called August Asia Consulting Pte Ltd and holds several Directorships and Adviser positions in both private and public-listed companies.

LG (Retired) Ng served as the Deputy Chairman of CPF, Director of PSA International and Chairman of its China and North East Asia Group, Director of NTUC Income, Chairman of Singapore Technologies Automotive, Chairman of Chartered Industries, Chairman of Ordnance Development and Engineering, Chairman of Nanyang Institute of Management, Advisor to Singapore Technologies, Advisor to Chesterton International Property Consultants Singapore, Advisor to AGT International, Consultant to Samsung Engineering, Advisory Group Member of Samsung Asia Group, and Advisor to Aldar, the largest property development company in UAE.

He currently serves as the Director of Yanlord Land Group, Director of Singapore Shipping Corporation, Director of Pacific Andes Resources Development, Chairman of August Asia Consulting, and Consultant to Sumitomo Mitsui Banking Corporation.



### **Brian D. Evans, CMO Shipchain**

Brian is an Inc. 500 Entrepreneur, the founder of the 25th fastest growing advertising and marketing agency in America, and the founder of Influence.com. Brian has spent over 15 years in online advertising and directly helped multiple top-10 apps acquire millions of users. He was ranked as one of the top influencers in the world on Forbes, and as the 4th most influential business journalist in the world. Brian D. Evans was instrumental in helping Shipchain raise US\$30 million via a token generation event. The token generation event was completely sold out in the presale.



### **Sandra Wu, Principal, Head of Legal & Chief Compliance Officer, Mercer Investments (Asia)**

Sandra, who has more than 13 years of professional legal experience, is Mercer's Chief Counsel for Mercer Investments. She is a Securities & Corporate Law specialist and leads the Legal & Compliance team across 12 countries (Japan, Singapore, Indonesia, Philippines, Macau, China, Korea, Malaysia, Hong Kong, Taiwan, Vietnam, and Thailand). She also sits on the Marsh & McLennan Advisory Board of Mergers & Acquisitions Counsels. She was heavily involved in the pre and post token sale stages with CoinFi and Akropolis.



### **Quentin Staes-Polet, Ex-Regional Director South APAC, Unity Technologies**

Quentin is a versatile, P&L driven, general manager and deal maker with 25 years of experience at the intersection of media and technology. Quentin was the Regional Director for South APAC at Unity Technologies where he led the team for Southeast Asia, Australia, New Zealand and Indian Sub-continent. His track record includes Universal Music APAC, IBM, and Take 2.



#### **Andras Kristof, CTO Yojee**

Andras is an entrepreneur, digital currency technology expert and an avid gamer. He has 20+ years of IT experience building robust, scalable systems. He started working with blockchains in 2013, starting with Bitcoin, then moving to Ripple and finally to Ethereum. After a successful exit from viki.com, he founded Tembusu Systems in late 2013. viki.com is Singapore's most successful ever start-up exit as Rakuten acquired them for US\$200 million in 2014. Andras also ran successful projects in Indonesia and Vietnam for Yahoo Southeast Asia. Andras is the co-author of the "Handbook of Digital Currency" and provides consulting services for governments, international organisations and companies on blockchain topics including digital currencies, implementation feasibility and security. Andras sits on the advisory board and is an ICO consultant for Digital Developers Fund, and is the Director of Industry Relations on ACCESS Singapore, the Singapore Cryptocurrency and Blockchain Industry Association.



#### **Branden Hampton, Social Media Influencer and Advisor**

Branden has been in the social media space for 9 years and has amassed over 35 million social media followers; he was one of the very first social media influencers. Branden was a #1 rated influencer by Forbes. He's currently CEO of Elevator Studio, a social media agency & production company in Hollywood that works with over 200 influencers and celebrities. He's an active angel investor, advisor, and got started in cryptocurrency in 2013.



#### **Hal Bame, Tech Entrepreneur and Advisor**

Hal currently advises both Asia and US-based blockchain-related companies. Hal has amassed over 15 yrs of global games and esports experience having worked with ESL (Electronic Sports League, the world's leading esports company), as Managing Director for Southeast Asia, Hong Kong, Taiwan and Macau, as well as co-founder for Nemesis, a casual games esports gaming platform. He previously worked in senior International roles for Sony Computer Entertainment Europe (PlayStation) and Codemasters Software Company.



#### **Yap Lian Seng, Managing Director of ZICO Insights Law LLC**

Lian Seng, who has more than 22 years professional experience, is the Managing Director of ZICO Insights Law LLC. His practice encompasses mergers and acquisitions, corporate finance, capital markets and restructuring work. Lian Seng is recognised for his strong deal-making skills and has demonstrated client skills and technical ability on several major transactions in Singapore.

## **6.4 Legal Counsel**

### **Zico Insights Law LLC**



ZICO Insights Law LLC has advised CMF on the Token Sale in relation to Singapore law, and will be retained to provide advice to CMF and Cloud Alliance on regulatory and compliance matters. ZICO Insights Law LLC is a member of ZICOLaw, the first and only integrated network of legal and related services providers in the ASEAN region, with a presence in 17 cities in all 10 ASEAN countries.





## 7 TOKEN SALE OF MOO TOKEN

### 7.1 Overview

**300 million MOO Token** will be minted and made available in the Token Sale in a single round ("**Token Sale**"). CMF will also create a non-minted supply of MOO Token capped at 200 million ("**Reserved MOO Token**") to strengthen the gaming ecosystem and to ensure the long-term sustainability of the project as set out in Section 4.6. For the avoidance of doubt, the Reserved MOO Token will not made available in the Token Sale.

Following the successful close of the Token Sale, Cloud Alliance and the CMF intend to enter into agreement(s) relating to the following:



- (a) CMF shall provide such grants to be determined by Cloud Alliance and CMF to direct towards the development and marketing of CloudMoolah and the MOO Store; and
- (b) Cloud Alliance undertaking to accept MOO Token (when requested by holders of MOO Token) and exchange them with such number of CMP with a bonus not exceeding 20% of the Benchmark Value (as defined in Section 4.5) of the MOO Token.

CMF will issue the MOO Token to early adopters and enthusiasts in exchange for funding.

**Please refer to Annex 1 for (a) the legalese in respect of the Token Sale and (b) the risk factors relating to the Token Sale, the business and operations of Cloud Alliance, CMF and the MOO Store. The Token Sale is made subject to the terms and conditions set out in Annex 1.**

All updates will be posted on the official website: [www.cloudmoolah.io](http://www.cloudmoolah.io)

### 7.2 Timeline

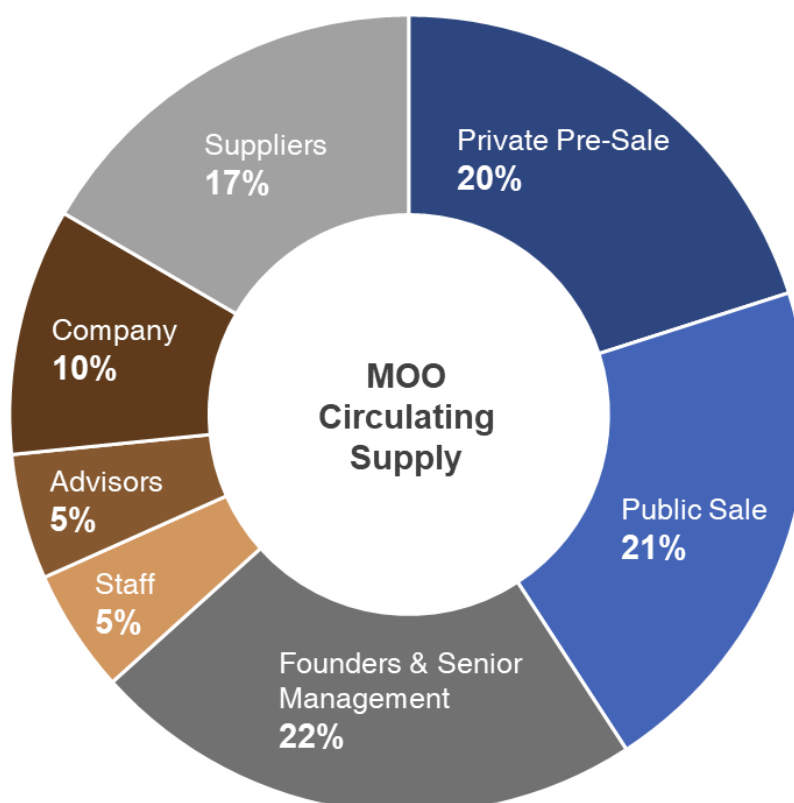
			
Private Presale		Public Sale	
<b>Start</b>		<b>Start</b>	
22 January 2018		30 March 2018	
<b>End</b>		<b>End</b>	
28 March 2018		30 April 2018	



### 7.3 Circulating Supply

MOO Circulating Supply will be allocated as follows:

	Number of MOO Token	Percentage of total MOO Token (rounded to the nearest whole number)
<b>Token Sale</b>		
Private Pre-Sale	60,210,949	20%
Public Sale	62,250,000	21%
Founders	67,500,000	22%
Staff	15,000,000	5%
Advisors	15,249,051	5%
Company	30,000,000	10%
Suppliers	49,790,000	17%
<b>Total</b>	<b>300,000,000</b>	<b>100%</b>





#### 7.4 Private Pre-Sale (“Pre-Sale”)

- (a) **60,210,949** number of MOO Token will be sold or otherwise allocated to institution investors and pre-sale investors during the Pre-Sale.
- (b) The Pre-sale will be by invitation only for investors who provide strategic benefit to CMF. To gain access to the presale, please email [tokensale@cloudmoolah.io](mailto:tokensale@cloudmoolah.io), Participation in the Pre-Sale is contingent upon satisfactory due diligence and KYC undertaken by CMF on the Participant.
- (c) Any MOO Token unsold during the Pre-Sale will be assigned to the Public Sale, as CMF deems appropriate in its sole discretion.

#### 7.5 Public Sale

- (a) The number of MOO Token offered under the Public Sale shall be equivalent to **62,250,000** plus such number of MOO Token unsold under the Private Pre-sale (“**Public Sale MOO Token**”).
- (b) The Public Sale MOO Token will be offered in a single round. Any unsold or unallocated MOO Token during the Public Sale will be retained and allocated to the Reserved MOO Token, as CMF deems appropriate in its sole discretion.
- (c) The base price of the Public Sale will be **1 MOO Token: US\$0.30**. The value of ETH transferred will be determined at the start of the Public Sale. CMF will make an announcement hours before the Public Sale regarding the MOO:ETH exchange rate used for the entire Public Sale.
- (d) The Participants of earlier tranches will receive more bonus MOO Token. The bonus MOO Token will be allocated on top of the MOO Token that the Participant is purchasing. The number of bonus MOO Token will be announced by CMF once the Pre-Sale has concluded.
- (e) Participation in the Public Sale shall be limited to natural persons, and each wallet which has been cleared pursuant to KYC checks shall be permitted to purchase a maximum of US\$9,900 equivalent of MOO Token.
- (f) If any purchase bridges between two tranches, the bonus MOO Token received will be adjusted between the two rates.

#### 7.6 Cloud Alliance Team MOO Token

- (a) A total of **97,749,051** MOO Token (“**CA Team MOO Token**”) will be reserved for the Cloud Alliance team and its early investors in exchange for their efforts and resources contributed to the development of the MOO Store.
- (b) CA Team MOO Token consists of
  - (i) 67,500,000 Founders MOO Token
  - (ii) 15,000,000 Staff MOO Token
  - (iii) 15,249,051 Advisors MOO Token
- (c) CA Team MOO Token will be subject to a lockup period of 6 months commencing from the date of release of the MOO Token to participants of the Token Sale (“**Lockup Period**”). CA Team MOO Token will be vested over 30 months after the end of the Lockup Period.

#### 7.7 Company MOO Token

- (a) A total of **30,000,000** MOO Token (“**Company MOO Token**”) will be reserved by CMF to provide internal ecosystem liquidity.



## 7.8 Supplier MOO Token

- (a) A total of **49,790,000** MOO Token ("**Supplier MOO Token**") will be used by Cloud Alliance and CMF to defray any and all costs and expenses arising out of or in connection with the Token Sale.
- (b) In the event there is any balance of Supplier MOO Token after the close of the Token Sale, these balance Supplier MOO Token will be retained and allocated to the Reserved MOO Token, as CMF deems appropriate in its sole discretion.

## 7.9 Reserved MOO Token

- (a) The total number of MOO Token reserved for future use shall be equivalent to the sum of the following:
  - (i) **200,000,000** MOO Token;
  - (ii) such number of MOO Token unsold under the Public Sale; and
  - (iii) such number of unutilised Supplier MOO Token,(together, the "**Reserved MOO Token**").
- (b) The Reserved MOO Tokens will be not be given away for free, and solely for the purpose of achieving the three development phases as set out in Section 4.6.
- (c) The Reserved MOO Tokens will be subject to a lockup period of 12 months commencing from the date of release of the MOO Token to participants of the Token Sale ("**Reserved Lockup Period**").
- (d) CMF will limit the annual average number of distributed Reserved MOO Token to **20,000,000** (the "**Distribution Cap**") after the Reserved Lockup Period. The distribution of the Reserved MOO Token is subject to the approval of a distribution committee. Notwithstanding the foregoing, there is no certainty that the Reserved MOO Token will be utilised or offered for future sale. The Distribution Cap shall not be applicable to Reserved MOO Token sold at any future public sale for fundraising purposes.
- (e) All MOO Token will be minted at the time of the Token Sale, EXCEPT the CA Team MOO Token and Reserved MOO Token. To ensure the Lockup Period is complied with, the CA Team MOO Token will be minted after the end of the Lockup Period. As the Reserved MOO Token are reserved for future use, Reserved MOO Token will be minted from time to time when required. CMF will, via an announcement on its website [www.cloudmoolah.io](http://www.cloudmoolah.io), provide at least 7 days' notice in the event any Reserved MOO Token is to be minted and distributed.
- (f) CMF shall retain the sole discretion to deal with the Reserved MOO Token in any manner it deems fit.

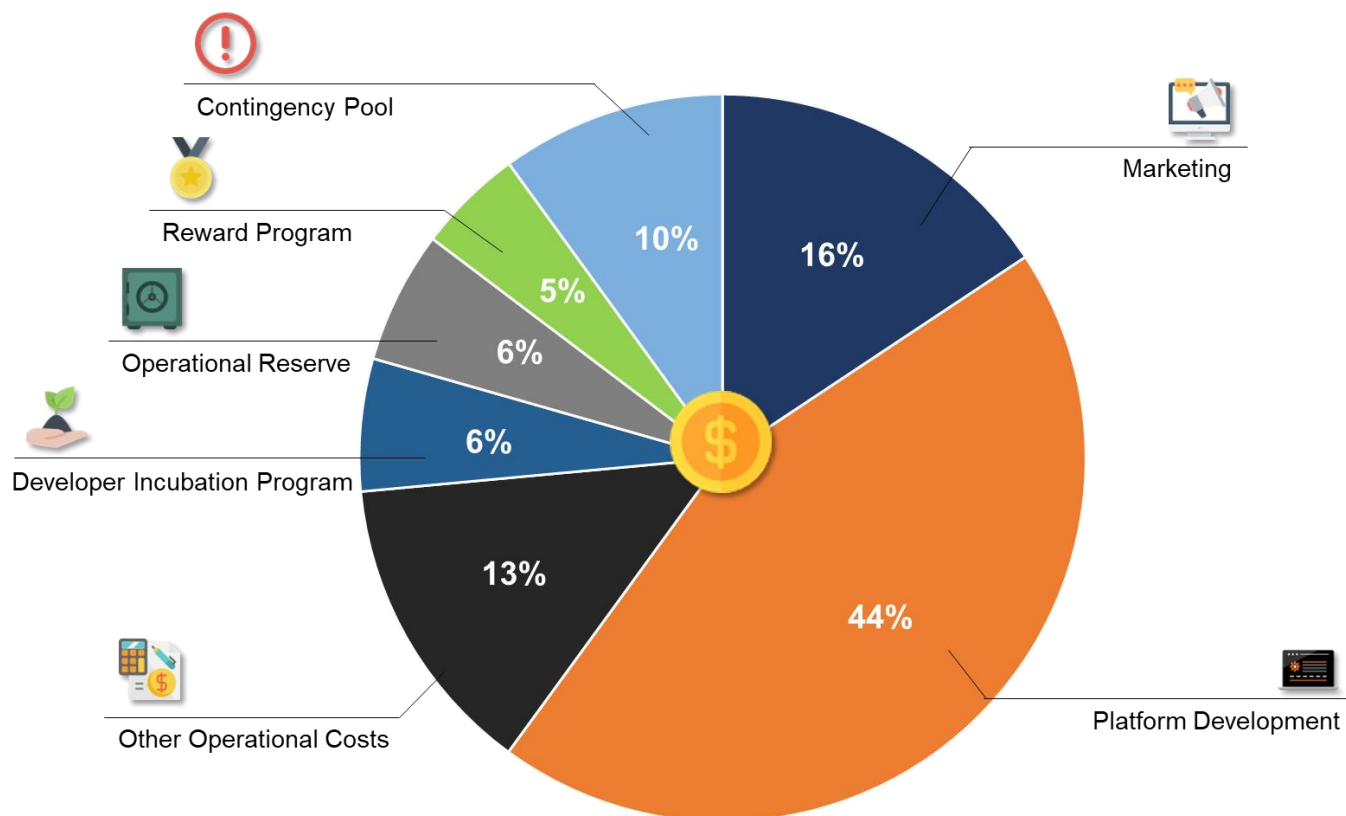
## 7.10 Pricing and Targets

- (a) Each MOO Token offered at the Public Sale will be sold for 1 MOO Token: US\$0.30. Minimum and maximum participation for the public sale is US\$150 and US\$9,900 respectively. The value of ETH transferred will be determined at the start of the Public Sale. CMF will make an announcement hours before the Public Sale regarding the MOO:ETH exchange rate used for the entire Public Sale. Any amount below/above the minimum/maximum participation amount sent to the contract address will be refunded back to the wallet address from which the ETH was received.
- (b) The Participant shall be responsible for all refund costs, including but not limited to Ethereum gas fees.



- (c) The target amount to be raised is US\$30 million. Should the target amount be reached before the end of the sale on 30 April 2018, 12 PM GMT+8, the Token Sale will be closed and all funds sent to the contract address after the sale has completed will be refunded.
- (d) The minimum amount to be raised is US\$10 million. Should the minimum amount not be reached by the end of the sale on 30 April 2018, 12 PM GMT+8, all funds sent to the contract address will be refunded within one (1) month from the end of the sale.

### 7.11 Use of Proceeds





## 8 PARTICIPATING IN THE TOKEN SALE

### 8.1 KYC

- (a) All investors are required to register on [www.cloudmoolah.io](http://www.cloudmoolah.io) to submit relevant KYC documents for approval by the CMF and Cloud Alliance team prior to the public sale. KYC documents will include proof of identity and proof of residence. Further documents might be required in certain cases. KYC is required to prevent MOO Token, CMF or Cloud Alliance from being used, intentionally or unintentionally, by criminal elements for money laundering or terrorism financing activities.
- (b) Participation in the Token Sale will not be available to a person (citizen or resident, tax or otherwise) and any company or association or body of persons, corporate or unincorporated, of the following jurisdictions:
  - (i) United States of America;
  - (ii) the People's Republic of China; and
  - (iii) such other jurisdictions whereby the purchase of MOO Token or similar digital token/cryptocurrency may be prohibited or the Token Sale is deemed to be non-compliant with applicable laws and regulations.

### 8.2 Purchasing ETH

ETH is required to participate in the Token Sale. No other cryptocurrencies are permitted for the Token Sale.

You may purchase ETH from the sites listed below:

<b>Coinbase</b>	<a href="https://www.coinbase.com">https://www.coinbase.com</a>
<b>Coinhouse</b>	<a href="https://www.coinhouse.io">https://www.coinhouse.io</a>
<b>Gemini</b>	<a href="https://gemini.com">https://gemini.com</a>
<b>CEX.IO</b>	<a href="https://cex.io">https://cex.io</a>
<b>Whaleclub</b>	<a href="https://whaleclub.co">https://whaleclub.co</a>
<b>Coinmama</b>	<a href="https://www.coinmama.com">https://www.coinmama.com</a>
<b>Coinhako</b>	<a href="https://www.coinhako.com">https://www.coinhako.com</a>
<b>Quoine</b>	<a href="https://quoine.com">https://quoine.com</a>
<b>Luno</b>	<a href="https://www.luno.com">https://www.luno.com</a>

Disclaimer: Neither CMF nor Cloud Alliance has any partnerships nor agreements with any of the sites listed above to promote the purchase of ETH on their respective sites. Each of CMF and Cloud Alliance does not take responsibility and is not liable for any losses or damage caused directly or indirectly through the use of the sites above.



### 8.3 Transfer of ETH

During the public sale period, CMF will release the Token Sale address where you can send ETH to in exchange for MOO Token. Do note that you should send your ETH from your MyEtherWallet address rather than your exchange address to facilitate the transfer of your ERC-20 MOO Token. As exchange wallets cannot support the holding of new ERC-20 tokens such as the MOO Token, any ETH transfers from your exchange address will result in missing MOO Token. Any website releasing a Token Sale address before the start of the public sale is likely to be a fraud. Please be careful and take extra precaution when transferring ETH to the contract address as sending ETH to the wrong address is irreversible. CMF will not be responsible for any lost ETH.

First, register on [www.cloudmoolah.io](http://www.cloudmoolah.io) and submit KYC data for approval by CMF. When the public sale is open on 30 March 2018, 12 PM GMT+8, CMF will email you the contract address for the fund transfer.

Please contact your respective cryptocurrency wallet for details on how to transfer ETH out to another address.

Once the ETH transfer is made, CMF will verify the transaction and transfer MOO Token to the address from which ETH is successfully sent from or provided by the participant at the end of the Token Sale. MOO Token will be transferrable once the Token Sale has concluded and all checks satisfactorily confirmed. This transaction can take up to 24 hours, so please be patient and check your wallet regularly. Should you not receive your MOO within 24 hours, please contact us at [tokensale@cloudmoolah.io](mailto:tokensale@cloudmoolah.io) and we will get back to you as soon as we can.

Do take note that only ETH sent from wallet addresses associated with an approved KYC will be accepted by the Token Sale contract. Any ETH received from non-approved KYC wallet addresses will be refunded and not allocated any MOO Token.

### 8.4 Storage of ETH and MOO Token

It is advisable to keep your ETH and MOO Token as securely as possible. ETH and MOO Token can be stored in the same wallet as MOO Token is an ERC20 token that is built on the Ethereum network. The most secure method of storing your tokens would be in an offline hardware/cold storage wallet. Being offline removes the risk of being hacked online. If hardware/cold storage wallets are not your style, there are desktop/hot wallets to store your tokens too. Avoid storing your tokens on 3<sup>rd</sup> party sites where they are holding your tokens for you.

#### Hardware/Cold Storage Wallets

These are hardware devices that you use to put your Ether private keys on and lock it away somewhere safe. Because you can't access them via a network, they cannot be hacked. There are two standout hardware cold storage wallets available in the market: Ledger and Trezor.

#### Desktop/Hot Wallets

Desktop wallets are the second most secure wallets available today. The security level also depends on your efforts to ensure proper security of your computer such as your antivirus and firewall. They are still vulnerable to theft because they are constantly connected to the internet. Solutions include: Exodus, Jaxx, MIST, MyEtherWallet and EthereumWallet.

The recommended solutions are not inclusive of all available solutions on the market. CMF and Cloud Alliance do not take responsibility and is not liable for any losses or damage caused directly or indirectly through the use of the recommendations above.





## APPENDIX A

### List of developers<sup>1</sup> who have expressed an interest in CloudMoolah:

demanpyro studios	questite	chrono games	icoms technologies	bottle fusion
latinumfund	jha	3 monkeys pvt ltd	zing games	roaring fangs llc
inside vr	papacorps	frozenbots	hound 13 inc	gear soft
damarian interactive	deepblue worlds inc.	mibi games	fusion game studios	pixelripped
akpublish pty ltd	ovni studios	innogames	level design	moonlight games, llc
together	triangle factory	zorvan	shanghai pptv media tech co ltd	rasa vision llc
sertek	e2i creative studio	noa games	logo games	twdc
allthingsmedia	trevor petersen	sourena	magic cube games	lost signal llc
voice choice	underdogs gaming studio	lapland uas	kaiman games	age of learning
terminal press	lifix	stanfordstudio	agent argyle llc	argis solutions, llc
sweatychair	mamo games ltd	dutch game garden	appix studio	electric hat games
xbridgio	br games	zero one	maga co ltd & csi studio	playfulcorp
highkey games	vivid games	twinkl	riot games	assembla
brainwave vr	owlogue	magma mobile	infovine co ltd	xentstudios llc
schwag bag studios	bluestar works	steel minions	barunson e & a	woodlands prep
gamitz	snow pop corn co ltd	force field	avanco	emr7, inc.
pong studios	game us inc	smiling cube studios	gandromeda inc	vermont digital arts
visioneering games, inc.	photon cloud	paezan	locus games inc	viewer ready
oncomfort	virtuos games	tech & smile	eye dentity games	artcraftent
mojiken	vinetree soft game dev studio	doodlebox ltd	playtika	digital domain
digital creativity labs	busan game association	social point	m-plus	deadmage
total borons	ampd game technologies	rendernet	3ndev	cerberus interactive
z3vr	greenstone initiatives	kiupe	five ronin games	gyoza games
hybrid humans	paranoid joy	gavrint	game pax inc	bird dog games
hellion cat studio	axia soft	gammasoft	zukini mobile	capital factory
inter illusion	rhaon entertainment	monsterlab	flyclops	uken games
gentle t-rex games	energy stone games	ncloud	ikina games	vipercode
geareorks	third door studio	sunghan	trekk	cybernetic walrus
goldfire studios	everstone co ltd	light n place	dux nova	carbon eyed
secret sauce	i-play sensibility engine	rawrsoft	syner-g technologies	ut dallas
dreamgate studios	red bridge game	o2mobile software inc	playcastle	edmunds.com
fenrir studios	a-33 studio	roigames	labsvr	matador games
sunshine committee	golden pig entertainment	gbstudio	pang game	grey vulture
epic tech	mgame	fma	vrvu	ennui studio
kiro'o games	i & k logic korea co ltd	the project crew	daily magic productions	asterrealms
gilp studio	czech invest	visualmediaworks	great world games inc	triple boris
twice different	hammer entertainment	goodnight kitty	digital frog	tata elxsi
mobigame	blackbeard inc	good enough games	colorado game coders	pine street codeworks
industria de jogos	whiteout corp	games cake studios	texyon games	blind ferret
solar games	js studio	suning	absolute games	faun lily
data realms	locojoy international corp	lost our box	jutiful	outact
eddy games	art square	mbbh consulting	undercover studios	sonosim inc
cofa games	shanggame info tech co ltd	fleenworks llc	noknok	
pomchinko	clicksmob	centennial high school	golden rat studios	
corbomite ltd.	htn game company	jam and candy llc	blackbeard inc	
oy games	intivsoft	animate objects	grupo salinas	
dc labs	dropfun entertainment	fairchild consortium	afun interactive	
ferox	4 i lab	magicfuel games	orbital nine	
black box	jumpingu	perblue	generic technologies	
sofa vr	cloudmetric llc	simignite llc	js studio	

<sup>1</sup> Developer list does not include freelance and student developers



## ANNEX 1 – LEGALESE AND RISK FACTORS

### 1. RISK FACTORS

The Token Sale, the business and operations of Cloud Alliance and CMF (including but not limited to the MOO Store and the issue and distribution of MOO Token and CMP) (collectively, the “**Project**”) are subject to numerous risks, many of which are beyond the control of Cloud Alliance and CMF. Outlined below are certain development risks associated with the Project, and does not cover all risks associated with the Project.

Each Participant should complete independent due diligence into the Project, peruse, comprehend and consider carefully the risks described in this Whitepaper before deciding to support the Token Sale. Supporting the Token Sale shall be an action based upon prudent decision and will be deemed as the relevant Participant having been fully aware of and agreed to take all the risks described in the Whitepaper.

#### 1.1 TECH

- (i) **Development.** The MOO Store, which will consist of several components including a payment gateway, gamer reward system, virtual asset market place and publishing services for developers, is currently under development and may undergo significant changes before release. Without completing the development of the MOO Store, it will be impossible to fully anticipate the challenges associated with ensuring the MOO Store is able to incorporate the components. Depending on the implementation challenges, there may be changes to the design, implementation plans and execution of the MOO Store. While the Cloud Alliance team will use its reasonable efforts to develop and implement the MOO Store, there is no assurance that a completed version of the MOO Store will be released and there may not be an operational MOO Store.
- (ii) **Key man risk.** The development team currently consists of only five developers. Expansion of the team will be a priority for Cloud Alliance following the Token Sale.
- (iii) **Reliance on internet infrastructure.** The MOO Store relies on the performance and reliability of the internet infrastructure of the markets in which it operates. There may not be alternative networks or data servers in the event of failures or interruptions with the internet infrastructure. Any unscheduled service interruption or failure could result in unavailability or limited performance of the MOO Store.
- (iv) **Errors in source code.** Despite security audits and peer review, nobody can guarantee that the code used by both Cloud Alliance and CMF is error free. It may contain certain flaws, errors, defects and bugs, which may disable Cloud Alliance and/or CMF in their operations. Such flaws, if any, would compromise the usability, stability, and/or security of both the MOO Token, CMP and the MOO Store, and consequently bring adverse impact on MOO Token, CMP and the MOO Store.

#### 1.2 TOKEN

- (i) **Loss of private key.** Private keys are necessary for accessing blockchain assets. Should a private key be lost or destroyed, access will be permanently unrecoverable. The loss of a private key either by Cloud Alliance or a Participant could result in the loss of MOO Token.
- (ii) **Compromised conversion process.** Should the conversion of MOO Token to CMP become compromised by a hack or other mechanism, there is no certainty that Cloud Alliance will be



able to issue to holders of the MOO Token the accurate number of CMP or at all.

- (iii) **Volatile nature of cryptocurrency.** The price of cryptocurrencies such as ETH has historically experienced large fluctuations. The value of funds raised by the Token Sale may drop significantly in case of a sharp drop in ETH price. Since Cloud Alliance will need to use funds in the fiat currency of each market the company operates in, a drop in the value of the funds will result in reduced resources for Cloud Alliance to operate.
- (iv) **Termination of Token Sale.** The Token Sale could be terminated early due to unforeseen circumstances. If funds in ETH have been exchanged to fiat, Participants may be refunded with only part of their ETH payments due to the volatility of ETH and/or costs incurred to conduct the Token Sale by CMF.
- (v) **Liquidity of MOO Token.** Trading of the MOO Token is not a responsibility or objective of Cloud Alliance or CMF. Secondary trading of the MOO Token will be conducted between voluntary market Participants. There may be a possibility that the MOO Token is not attributed any value or offered for trading by exchanges or marketplaces, which would incur difficulty for the token holder to divest their tokens. Due to different regulatory regimes in different jurisdictions and the obstacles of citizens of certain countries to open accounts at cryptocurrency exchanges, the liquidity of MOO Token may be materially different in different countries thus resulting in substantial price discrepancies.

### 1.3 COMPETITION

- (i) **Gaming app store businesses.** There are other businesses looking to develop some form of gaming app store. The MOO Store seeks to maintain a competitive advantage through its game portfolio, quality of user experience and relationships with game developers and payment channel utilising CMP. Potentially one of these businesses could produce, a better, cheaper, more accessible, versatile, or customer friendly product, relative to the MOO Store product. The MOO Store may make changes to the features and components of the MOO Store to address market demand and obtain an advantage over comparable products, thus increasing its funding requirements.
- (ii) **Payment services.** The adoption of CMP as a utility virtual currency faces competition from debit and credit card providers, and other traditional business in the payment service providers. If these businesses could produce a better, cheaper, more accessible, versatile, or customer friendly product, the use of CMP and the MOO Store will face increased competitive forces. These businesses may also charge lower commissions to merchants by lowering their profit margins or providing subsidies for adoption. The failure of Cloud Alliance to increase usage of the CMP will adversely affect the financial condition of Cloud Alliance, which could impede or limit the ability of Cloud Alliance to continue developing the MOO Store.
- (iii) **Perceived or exposed flaws.** It is possible that a comparable product could become popular due to a perceived or exposed flaw of the MOO Store that is not addressed by Cloud Alliance effectively and expediently. There may also be a perceived advantage of a comparable product that includes features not incorporated in the MOO Store. If this product achieves a significant market share, the financial condition of Cloud Alliance will be adversely affected and there may be a negative impact on the demand for, and price of, the MOO Token.

### 1.4 SECURITY

- (i) **Privacy of Cloud Alliance Private Net.** Cloud Alliance has access to a large amount of information through the MOO Store, and the improper use or disclosure of such information could harm our reputation. Cloud Alliance may be subject to security breaches and attacks,



which may compromise the security of the information store in the private net Cloud Alliance maintains. Cloud Alliance may not have the resources or technical sophistication to anticipate or prevent rapidly evolving types of cyber-attacks. Failure to do so would result in a loss in confidence of the Cloud Alliance's business.

- (ii) **Theft of proceeds.** There may be attempts to steal the Token Sale proceeds received by CMF (including the fiat currency amount converted therefrom). Such a theft or attempted theft may impact the ability of CMF to make the grant to Cloud Alliance to support Cloud Alliance's expansion and development of the MOO Store. This would have an impact on the exchange ratio of MOO Token to MCP. While CMF will adopt best practice technical solutions to keep the Token Sale proceeds safe, certain cyber-thefts may not be preventable.
- (iii) **Other security flaws.** With Ethereum and smart contracts being a relatively new area, there are still some areas where security issues are being discovered. Consequently, it is uncertain that any audit will uncover all security flaws.

## 1.5 THIRD PARTY

- (i) **Ceasing of collaboration with Partners.** Cloud Alliance is in advanced discussions with multiple partners and has entered into agreements with certain partners (such as Unity) on the development of MOO Store and the CloudMoolah payment aggregator. In the event any collaboration does not materialise or existing collaborations are terminated, Cloud Alliance will be seeking alternative partners or develop the MOO Store and/or CloudMoolah independently. In the event Cloud Alliance does not collaborate with a partner that is comparable to its existing partners, the MOO Store and CloudMoolah may face difficulties in expansion and challenges in making the MOO Store and CloudMoolah commercially feasible.
- (ii) **Reliance on game developers.** The MOO Store primarily relies on third-party game developers to make available their games on the MOO Store platform and utilise CMP. We may not be able to establish or maintain mutually beneficial commercial relationships with game developers. Game developers may demand commercial terms, such as commissions, that are less favourable to Cloud Alliance. Any failure by Cloud Alliance or the MOO Store to effectively localise, market or monetise their games may adversely impact our relationship with game developers.
- (iii) **Ethereum obsolescence.** If Ethereum becomes obsolete due to new technology, an update/migration strategy and implementation will need to be developed. Without knowing what the new technology is, the feasibility of this migration is unknown. In the worst case, the MOO Token may become unworkable as ownership of MOO Token will no longer be certain. The MOO Token may be rendered obsolete and could cease to have value.
- (iv) **Ethereum failure.** As the MOO Token are transacted on the public net, if the Ethereum network is compromised, proof of ownership may be impossible to ascertain and therefore it may be possible that MOO Token may also be compromised.
- (v) **Risk of Ethereum mining attacks.** As with other cryptocurrencies, the blockchain used for the MOO Token is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present a risk to the MOO Token, expected proper execution and sequencing of MOO Token transactions, and expected proper execution and sequencing of contract computations.
- (vi) **Other third party failures.** Cloud Alliance's business involves dependency on other service providers. For example, a temporary shutdown of Cloud Alliance's cloud web server could



lead to the Cloud Alliance service being put on hold. As the business grows larger, Cloud Alliance will work to reduce the dependency on third party services.

## 1.6 MARKET RISK

- (i) **Limited interest.** There may be limited interest in the gaming community in the use of utility tokens or virtual currency for gaming. As the MOO Store is a new product, there is no certainty that the MOO Store and CMP will be adopted or used by a large number of games, developers or gamers. The size and engagement level of MOO Store's user base is critical to the success of Cloud Alliance. Cloud Alliance and CMF cannot assure that the user base and engagement levels of the MOO Store will grow. Such a limited interest could adversely affect the development of the MOO Store.
- (ii) **Expansion challenges.** As the MOO Store expands its operations, there exist a risk of the new markets not responding to the MOO Store or the use of CMP due to differences in the economic and infrastructure development, political, cultural, legal and regulatory systems among the countries in which it operates.
- (iii) **Inability to attain business partners.** Cloud Alliance may not be able to find business partners in a new market entered, leading to poor business performance.
- (iv) **A decrease in the growth of gaming industry.** Cloud Alliance and the MOO Store is dependent on the growth of the gaming industry for its success. In general, the gaming industry face competition from other entertainment mediums for gamers' spending on games and time. Other entertainment mediums may be perceived to provide greater variety, affordability and enjoyment. The business of Cloud Alliance and the user base of the MOO Store may be adversely impacted if the size of the gaming industry decreases or fails to grow at a satisfactory rate.
- (v) **No prior market.** Prior to the Token Sale, there had been no public market for the MOO Token. There is no assurance that an active trading market for the MOO Token will develop, or if it develops, be sustained.
- (vi) **Price Volatility.** The trading market price of the MOO Token may fluctuate significantly and rapidly as a result of, amongst others, perceived risk of MOO Token, negative publicity on Cloud Alliance, CMF, the MOO Store or the operating performance of Cloud Alliance.

## 1.7 REGULATORY RISK

- (i) **New token regulation introduced.** Regulatory authorities around the world may introduce new regulations to regulate the use of crypto-tokens. CMF may receive queries, notices, warnings, requests or rulings from one or more regulatory authorities from time to time, or may even be ordered to suspend or discontinue any action in connection with the Token Sale or issuance of CMP. Regulatory authorities around the world may also deem MOO Token and/or CMP as virtual commodities, digital assets or even securities or currencies and therefore could be either prohibited from being traded or held, or be permitted to be traded or held, subject to the tax levied, in certain jurisdictions pursuant to local regulatory requirements.
- (ii) **Regulation of Ethereum.** Regulation of the Ethereum network may be introduced leading to a restriction of access to its networks. An update/migration strategy and implementation will need to be developed urgently.



## 1.8 OTHER

- (i) **Conflict of Interest.** There may exist potential circumstances where the interests of Cloud Alliance may diverge from those of MOO Token holders. Cloud Alliance is not obliged to refrain from such decisions in the interests of the company. By supporting the Token Sale, each Participant will be deemed to have acknowledged these potential conflicts of interest and to have waived any claim with respect to any liability arising from the existence of any such conflicts of interest.
- (ii) **Unknown unknowns.** Cloud Alliance and CMF recognise that there are things that will be discovered in the development process which at this point cannot be predicted. In other words, despite best efforts, Cloud Alliance and CMF may not yet know all the risks that will be associated with the Project. Part of the rationale behind the fundraising is to ensure that Cloud Alliance and CMF have sufficient funds to be able to solve such issues as they arise and be able to continue to grow the business.

## 2. SUPPORTING THE TOKEN SALE

- 2.1 Supporting the Token Sale is voluntary. No person will be deemed as committed or obliged to support the Token Sale as a result of visiting [www.cloudmoolah.io](http://www.cloudmoolah.io), registering himself/herself with [www.cloudmoolah.io](http://www.cloudmoolah.io), requesting or reading any materials (including the Whitepaper) made available by CMF or communicating with CMF in any manner.
- 2.2 Each person shall only support the Token Sale (a **“Participant”**) through direct participation with CMF, subject to such person’s satisfaction of CMF’s “know-your-customer” and “anti-money-laundering” exercises. The following **shall not** participate in the Token Sale (the following, being **“Restricted Participant”**):
  - (i) a person (citizen or resident, tax or otherwise); and
  - (ii) any company or association or body of persons, corporate or unincorporated,of the following jurisdictions:
  - (i) United States of America;
  - (ii) the People’s Republic of China; and
  - (iii) such other jurisdictions whereby the purchase of MOO Token or similar digital token/ cryptocurrency may be prohibited or the Token Sale is deemed to be non-compliant with applicable laws and regulations.
- 2.3 Each Participant will, upon supporting the Token Sale, be deemed as having perused and comprehended the Whitepaper in full (among other things, the risk factors of the Project) and having voluntarily accepted all the terms and conditions including but not limited to the disclaimers made and the risks disclosed in the Whitepaper.
- 2.4 CMF shall be entitled to take any action to identify any Participant at any time, even after the closing of the Token Sale. If CMF conducts “know-your-customer” exercises or any other kind of customer due diligence to verify the identities of all or part of the Participants, the Participants concerned shall provide all such information on a timely basis and shall meet all such requests as may be sought or instructed by CMF for that purpose. This shall equally apply to Participants who purchased MOO Token via the secondary markets, or other secondary purchase mechanisms, as well as primary sales during the Token Sale.





- 2.5 If CMF discovers the purchase of MOO Token by any Participant violates any anti-money laundering, counter-terrorism financing or other regulatory requirements, such purchase shall be invalid with retroactive effect and CMF shall be entitled to immediately deny the relevant person's admissibility to the Token Sale, reject delivery of any MOO Token and/or issuance of CMP in exchange of the MOO Token, irrespective of any payment that could have been made by that Participant.

### **3. NON-FINANCIAL NATURE OF MOO TOKEN**

- 3.1 A MOO Token is not, nor should be construed, understood, deemed or interpreted as:
- (a) an equity interest, voting or non-voting security (or its like) in, or claims against, CMF, Cloud Alliance or any other entity in any jurisdiction;
  - (b) equity or debt investment of any kind in any venture;
  - (c) any securities having intrinsic value or market price;
  - (d) any form of financial derivative;
  - (e) any commercial paper or negotiable instrument;
  - (f) any form of investment contract between the relevant holder and any other person;
  - (g) any commodity or asset that any person is obliged to redeem or purchase; or
  - (h) any note, debenture, warrant or other certificates that entitles the holder to interest, dividend or any kind of return from any person.

### **4. PARTICIPANTS' REPRESENTATIONS AND WARRANTIES**

- 4.1 To support the Token Sale, each Participant shall represent and warrant to Cloud Alliance and CMF and its affiliates that:
- (i) all the information submitted by him/her to CMF is true, complete, valid and non-misleading;
  - (ii) the Participant is not a Restricted Participant;
  - (iii) where the Participant is a natural person, he/she is of sufficient age to support the Token Sale and is a natural person with a full civil capacity of conduct under the laws of the jurisdiction where he/she is domiciled or maintains citizenship;
  - (iv) where the Participant is a company or association or body of persons, corporate or unincorporated (i) it is duly incorporated and validly existing under the laws of its country of incorporation; (ii) it has the legal right and full power and authority to participate in the Token Sale and enter into agreements in connection with the Token Sale, which when executed will constitute valid and binding obligations on such Participant; and (iii) it is not prohibited by its constitution or any applicable laws from participating in the Token Sale;
  - (v) the Participant understands blockchain, distributed ledger technology and crypto-tokens and is fully aware of the risks associated with the Project;
  - (vi) the Participant's support of the Token Sale is voluntary and based on its own independent judgment without being coerced, solicited or misled by anyone else;
  - (vii) the Participant is permitted by the laws of each jurisdiction to support the Token Sale and is





legally permitted to acquire, receive and hold crypto-tokens;

- (viii) no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on his/her part in connection with the participation in the Token Sale;
- (ix) the Participant is experienced in and capable of maintaining and safekeeping the Ethereum private key of the sending address out of which he/she makes any payment for purchasing the MOO Token for Token Sale; the Participant only uses such crypto-tokens as lawfully acquired through mining and/or trading to make payment in the Token Sale and does not support the Token Sale for any money-laundering, terrorism financing or other illicit purposes;
- (x) the Participant understands and accepts that there is no warranty or assurance that the network of miners will allocate the MOO Token to the Participant as proposed by these terms. The Participant understands and accepts that the consensus mechanism securing the Ethereum Network may change in the future, and the stakeholders who are in control of the Network may also change as a result;
- (xi) the Participant will transfer ETH from a wallet respectively within a wallet service provider that technically supports MOO Token. The Participant understands and accepts, that failure to ensure this may result in the Participant not gaining access to their MOO Token;
- (xii) the Participant understands and accepts that if they exceed their individual limit, their participation exceeding the limit in the Token Sale will not be accepted by the Smart Contract System. The Participant further understands and accepts that in such case, the Gas necessary for the transaction will be lost;
- (xiii) the Participant will take sole responsibility for any restrictions and risks associated with the creation of MOO Token by the Smart Contract System as set forth below;
- (xiv) the Participant waives the right to participate in a class action lawsuit and/or class wide arbitration against CMF and/or any individuals involved in the creation of MOO Token;
- (xv) the Participant understands the creation of any MOO Token does not involve the purchase of securities as defined by relevant and applicable legislation and law or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;
- (xvi) the Participant understands that the transfer of ETH to the Smart Contract System, the creation of MOO Token, and the development of Cloud Alliance's objectives carries significant financial, regulatory and reputational risks as further set forth in these terms;
- (xvii) the Participant understands and expressly accepts that there is no warranty and/or representations whatsoever on MOO Token, CMP, the Smart Contract System and/or the success of Project, expressed or implied, to the extent permitted by law, and that the Smart Contract System is used and MOO Token and CMP are created and obtained at the sole risk of the Participant on an "as is" and "under development" basis and without, to the extent permitted by law, any warranties of any kind, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose;
- (xviii) the Participant understands that the Participant has no right against any other party to request any refund of the ETH submitted to the Smart Contract System for the creation of any MOO Token under any circumstance;
- (xix) the Participant understands and accepts that all Token Sale transactions are final and may not be reversed, except in cases where transactions have exceeded an individual cap or the



total maximum cap or the total amount raised is less than the minimum cap required. By participating in the Token Sale, the Participant acknowledges that he has no right to request a refund for any reason, and that Participant will not receive money or other compensation for any MOO Token that is not used or remains unused by the Participant;

- (xx) the Participant understands with regards to MOO Token, no market liquidity may be guaranteed and the value of MOO Token over time may experience extreme volatility or depreciate in full;
- (xxi) the Participant understands that the Participant bears the sole responsibility to determine if the Participant's participation in the Token Sale, the transfer of ETH to the Smart Contract System, the creation, ownership or use of MOO Token, the potential appreciation or depreciation over time (if any), the allocation of MOO Token and/or any other action or transaction related to CMF have tax implications for him; by holding or using MOO Token, and to the extent permitted by law, the Participant agrees not to hold any third party (including developers, auditors, contractors and/or founders) liable for any tax liability associated with or arising from the creation, ownership or use of MOO Token and/or any other action or transaction related to CMF;
- (xxii) as part of the Token Sale process the Participant will use their own account (address) on the Ethereum network, with a private key associated to this address and password. The password is used to encrypt the Participant's private key. The Participant understands that the Participant must keep their password and private key safe and that the Participant may not share them with anybody. The Participant further understands that if their private key and/or password is lost or stolen, the Participant will not be able to generate a new password or recover their private key, and if the Participant also loses their private keys and password, the MOO Token associated with the Participant's account (address) will be unrecoverable and will be permanently lost. Furthermore, the Participant understands that there is no recovery mechanism for lost keys and passwords, so no one will be able to help the Participant retrieve or reconstruct a lost password and private keys and provide the Participant with access to any lost MOO Token;
- (xxiii) the Participant aims to acquire MOO Token primarily for its primary function as a cryptographic token (which are not redeemable (other than conversion into CMP), associated with financial return or backed by any underlying asset or repurchase commitment and do not necessarily have market value or transaction between peers) without expectation of any profit or financial yield and does not contemplate to use MOO Token for any financial, speculative, illegal or non-ethical purpose;
- (xxiv) the Participant understands and accepts that the Participant may not have any expectation of influence over governance and/or management of the Project; and
- (xxv) (except having specifically communicated to and been permitted by CMF in advance) the Participant is supporting the Token Sale for their own benefit and is not acting as a nominee or agent for or on behalf of any third party.

4.2 All the above representations and warranties made by a Participant shall be true, complete, accurate and non-misleading on and from the date of that Participant making a payment hereunder throughout the Token Sale and onwards. CMF reserves the right to reject and invalidate the payment by, and withhold the relevant MOO Token from, any Participant who has made a false representation in the sole judgment of CMF.



## **5. NO REPRESENTATION OR WARRANTY BY CMF**

- 5.1 CMF does not make, and hereby disclaims, any representation or warranty with respect to CMF, Cloud Alliance, MOO Token and CMP (including their respective merchantability or fitness for particular purposes). Each Participant's decision to support the Token Sale and purchase any MOO Token shall be made based on his/her own knowledge of Cloud Alliance, CMF, MOO Token and CMP and the information disclosed in the Whitepaper. Without prejudice to the generality of the foregoing, each Participant will accept the MOO Token and CMP on an "as is" basis, irrespective of the technical specifications, parameters, performance or function thereof.
- 5.2 No person is authorised to give any information in connection with Cloud Alliance, CMF, MOO Store, MOO Token and CMP or the Token Sale that is not contained in this Whitepaper.

## **6. LIMITATION OF LIABILITY AND INDEMNIFICATION**

- 6.1 CMF hereby expressly disclaims its liability, and shall in no case be liable to any person, for:
- (i) any person's support of the Token Sale in violation of any anti-money laundering, counter-terrorism financing or other regulatory requirements that are imposed in any jurisdiction;
  - (ii) any person's support of the Token Sale in violation of any representation, warranty, obligation, covenant or other provision under this Whitepaper, and the resulting failure or inability to retrieve his/her payment or to claim relevant purchased MOO Token;
  - (iii) early termination of the Token Sale for any reason;
  - (iv) failure to distribute, offer, utilise or deal with the Reserved MOO Token;
  - (v) failure or abortion of Cloud Alliance development or expansion and resulting failure to develop the MOO Store or CloudMoolah;
  - (vi) failure of Cloud Alliance to exchange any MOO Token tendered by a holder with CMP;
  - (vii) delay or rescheduling of the MOO Store development and resulting failure to meet any anticipated milestone;
  - (viii) any error, bug, flaw, defect or otherwise of the source code of Cloud Alliance, CMF or the MOO Store;
  - (ix) any malfunction, breakdown, collapse, rollback or hardforking of Ethereum;
  - (x) failure of MOO Token or CMP to meet any specific purpose, or unfitness for any specific use;
  - (xi) utilisation of the proceeds raised through the Token Sale;
  - (xii) failure to completely disclose any information relating to the development of Cloud Alliance, CMF, CloudMoolah or the MOO Store on a timely basis;
  - (xiii) any Participant's divulgence, loss or destruction of the private key of his/her cryptocurrency or crypto-token wallet (inter alia, the wallet of MOO Token as downloaded and used by that Participant);
  - (xiv) any default, breach, infringement, breakdown, collapse, service suspension or interruption, fraud, mishandling, misconduct, malpractice, negligence, bankruptcy, insolvency, dissolution or winding-up of any third party used to buy MOO Token;



- (xv) any difference, conflict or contradiction between this Whitepaper and an agreement between any Participant and any third party;
- (xvi) trading or speculation of MOO Token by any person;
- (xvii) listing or delisting of MOO Token on or from any cryptocurrency exchange;
- (xviii) MOO Token or CMP being classified or treated by any government, quasi-government, authority or public body as a kind of currency, securities, commercial paper, negotiable instrument, investment or otherwise that may be banned, regulated or subject to certain legal restrictions;
- (xix) any risk factors disclosed in this Whitepaper and any damage, loss, claim, liability, punishment, cost or other adverse impacts that are caused by, associated with, in connection with, incidental to or consequential to that risk factor;
- (xx) any failure or delay in the delivery and receipt of MOO Token or CMP (when exchange for MOO Token) by the Participant; or
- (xxi) occurrences of natural disasters, acts of God or other events beyond the control of Cloud Alliance or CMF that affect the businesses and/or operations related to the Project.

6.2 To the maximum extent permitted by the applicable laws, regulations and rules, the Participant shall indemnify, defend, and hold CMF harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities filed/incurred by any third party against CMF arising out of a breach of any of these terms hereunder.

## **7. TERMINATION**

7.1 CMF may be entitled to terminate the Token Sale if any of the following occurs:

- (i) CMF decide to abort the sale by making an announcement on [www.cloudmoolah.io](http://www.cloudmoolah.io);
- (ii) CMF decides to terminate the Token Sale prior to the close of the Token Sale;
- (iii) CMF is required by applicable law to terminate for whatever reason;
- (iv) the Token Sale is held illegal or irregular under the applicable laws of any jurisdiction, is prohibited, banned or forced to cease by any government in any jurisdiction; and
- (v) CMF or Cloud Alliance ceases to operate prior to the end of the Token Sale, including as a result of any force majeure event and cannot resume.

7.2 CMF shall have the full discretion to declare termination of the Token Sale upon the occurrence of any of the above events, while Participants shall not be entitled to object to or deny the decision made by CMF.

7.3 Upon termination of the Token Sale, CMF shall, within one (1) month, refund its received Token Sale proceeds (net of costs incurred by CMF to conduct the Token Sale) to the respective Participants, provided that if CMF would have previously converted ETH proceeds in part or whole into any fiat currency, CMF shall only be obliged to use the resulting amount in fiat currency to purchase ETH at the prevailing market price and then refund the so acquired ETH to the respective Participants on a pro rata basis. Other than as set forth in this section, CMF shall be under no obligation to any Participant for the termination of the Token Sale.



**7.4 Notwithstanding the termination of the Token Sale:**

- (i) the representations and warranties made by each Participant shall remain true, accurate, complete and non-misleading; and
- (ii) the challenges and risks set forth shall still apply.

**7.5 Sections 3, 4, 5, 7, 8, 10, 13, 14, 15, 16 and 17 of Annex 1 shall survive the termination of the Token Sale and remain effective and binding.**

**8. TAX**

Each Participant shall declare, bear and pay all such taxes, duties, imposts, levies, tariffs and surcharges that might be imposed by the laws and regulations of any jurisdiction as a result of or in connection with the receipt, holding, use, purchase, appreciation, trading or divestment of MOO Token (no matter whether purchased during the Token Sale or otherwise acquired); and each Participant shall be solely liable for all such penalties, claims, fines, punishments, liabilities or otherwise arising from his/her non-payment, underpayment, undue payment or belated payment of any applicable tax. CMF gives no advice and makes no representation as to the tax implications of any Participant's participation in the Token Sale.

**9. NO WAIVER**

The failure of CMF to require or enforce strict compliance by the Participant with any provision herein or CMF's failure to exercise any right herein shall not be construed as a waiver or relinquishment of CMF's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by CMF of any provision, condition, or requirement of the Whitepaper shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

**10. SEVERABILITY**

If any portion of this Whitepaper is held illegal or invalid, whether in whole or part, under the laws of any jurisdiction, such illegality or invalidity shall not affect the legality or validity of the rest of the Whitepaper in that jurisdiction nor the legality or validity of the Whitepaper in any other jurisdiction.

**11. TITLE AND SUBTITLES**

The titles and subtitles used in this Whitepaper are used for convenient reference only and are not to be considered in construing or interpreting this Whitepaper.

**12. RIGHT TO AMEND**

CMF may revise the Token Sale Terms from time to time in any circumstances, including but not limited to:

- (i) changes in the type of cryptocurrency used for the Token Sale;
- (ii) changes in the value and features of MOO Token;
- (iii) changes in the Governing Law and Jurisdiction; and
- (iv) any other changes that may be required from time to time following changes to business practices and further or required developments to the Project.



### **13. THIRD PARTY WEBSITES OR PLATFORMS**

CMF may provide certain hyperlinks to third party websites, and the inclusion of any hyperlinks or any advertisement of any third party on [www.cloudmoolah.io](http://www.cloudmoolah.io) or other platforms does not imply endorsement by CMF of their websites, products or business practices. If the Participant accesses and uses any third party websites, products, services, platforms and/or business, the Participant does that solely at his/her own risk for which CMF will bear no liability.

### **14. AUDIT OF THE SMART CONTRACT SYSTEM**

- 14.1 Prior to the launch of the Smart Contract System it will have, on a reasonable effort basis, undergone security audits by technical experts. The audit aims to confirm that the Smart Contract System has, with regard to both accuracy and security, been programmed according to the current state of the art.
- 14.2 However, the Participant understands and accepts that smart contract technology is still in an early development stage and its application is of experimental nature which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, while the audit conducted raises the level of security and accuracy, the Participant understands and accepts that the audit does not amount to any form of warranty, including direct or indirect warranties that the Smart Contract System, the MOO Token are fit for a particular purpose and/or do not contain any weaknesses, vulnerabilities and/or bugs which could cause, inter alia, the complete loss of ETH or MOO Token.

### **15. INTELLECTUAL PROPERTY RIGHTS**

The Token Sale Terms shall not entitle you to any intellectual property rights, including the rights in relation to the use, for any purpose, of any information, image, user interface, logos, trademarks, trade names, Internet domain names or copyright in connection with [www.cloudmoolah.io](http://www.cloudmoolah.io), the Token Sale, the MOO Token and the CMP.

### **16. ENTIRE AGREEMENT**

The Token Sale Terms contain the entire agreement between CMF and the Participant and supersede all prior agreements, understandings and/or arrangements in relation to the Token Sale.

### **17. TOKEN SALE JURISDICTION**

The Token Sale is initiated and takes place worldwide and is not linked to any specific jurisdiction. The Participants may be from any jurisdiction in the world, other than Restricted Participants.

### **18. THIRD PARTY RIGHTS**

The Contracts (Rights of Third Parties) Act (Chapter 53B) of Republic of Singapore shall not under any circumstances apply to the Token Sale Terms and any person who is not a party to this agreement shall not enforce the Token Sale Terms.

### **19. GOVERNING LAW**

The Whitepaper will be governed by and interpreted in accordance with the laws of the Republic of Singapore.



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