

DIGITAL TOKEN SALE ENGAGEMENT AGREEMENT

This Digital Token Sale Engagement Agreement (the "Agreement") is entered into on this date 2nd day of January 2018,

BETWEEN: **Amazing Appventures Pte Ltd** (the "Customer"), with Business Registration Number: 201735447K, a corporation incorporated under the laws of Singapore, with its registered office located at 5 Lorong 39 Geylang, #03-10, D'Weave, Singapore 387866;

AND: **NOVUM CAPITAL LTD** (the "Manager"), a corporation incorporated under the laws of the British Virgin Islands, with Business Registration Number: 1957165, with its registered office located at 61 Robinson Road, #15-02, Robinson Centre, Singapore 068893.

RECITALS

WHEREAS the Customer wishes to develop a new and proprietary digital token (the "TOKEN") to be offered in a Token Generation Event ("TGE") to end-users for a fee and thereafter function as a cryptocurrency and/or cryptoasset, and wishes to engage the Manager to develop the custom blockchain and its corresponding tokens, and;

WHEREAS the Manager desires to develop the custom blockchain and its corresponding tokens for the Customer;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending, to be legally bound, agree as follows:

1. Purpose of Agreement

The Customer desires to retain the Manager as an independent and exclusive contractor to develop the custom blockchain (the "TOKEN") described in the Functional Specifications contained in Exhibit A. The Manager is ready, willing and able to undertake the development of the TOKEN and agrees to do so under the terms and conditions set forth in this Agreement. The Customer shall be at liberty to appoint agents and promoters for this TGE so as to promote the sale and distribution of TOKEN tokens. Customer shall forthwith bear all costs associated with the engagement of agents and promoters.

2. Preparation of Development Plan

The Manager shall prepare a development plan ("Development Plan") for the development and issuance of TOKEN tokens, satisfying the requirements set forth in the Functional Specifications. The Development Plan shall include:

- A. Detailed Specifications for the TOKEN as described in Exhibit A;
- B. A listing of all items to be delivered to Customer under this Agreement ("Deliverables");
- C. A delivery schedule containing the estimated delivery date for each Deliverable; and
- D. A payment schedule setting forth the mode, amount and time of the Manager's compensation.

3. Acceptance of Development Plan

Manager shall commence development of TOKEN according to the details and schedule outlined

in Development Plan outlined in Exhibit B and will substantially conform to the requirements set forth in the plan.

4. Payment for Development

The total contract price shall be set forth in the Development Plan. The Customer shall pay the Manager the sum as stipulated in Exhibit B under "Manager's Payment Schedule" for all fees, cryptocurrencies and/or sales proceeds raised and collected during the TGE. At the latest, all payments due to Manager will be made within 1 day from the close of the initial offering.

All Initial Fees as defined in the Development Plan, stated in Exhibit B, must be paid before commencement of any work by the Manager.

5. Share of tokens

In addition to the payment for development, the Manager is entitled to 5% of all tokens in existence created from the TOKEN blockchain during the TGE, as set forth in the Development Plan. The Customer will be entitled to 95% of all tokens in existence.

6. Materials

All materials related to and created from the Development Plan shall be available to both the Manager and the Customer for the duration of the Development Plan at all times. No party should prohibit the other party from access of the materials. These include but are not restricted to:

- a. The Whitepaper
- b. Access accounts for website development

7. Delays

The Manager shall use all reasonable efforts to deliver the TOKEN on schedule. However, either Party may reasonably extend the due date for any deliverable by providing written notice to the other Party.

Any delay or nonperformance of any provision of this Agreement caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, provided that the delayed party has taken reasonable measures to notify the other of the delay in writing. The delayed party's time for performance shall be deemed to be extended for a period equal to the duration of the conditions beyond its control.

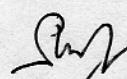
Conditions beyond a party's reasonable control include, but are not limited to, natural disasters, acts of government after the date of the Agreement, power failure, fire, flood, acts of God, labor disputes, riots, accidents, illness, acts of war and epidemics. Failure of subcontractors and inability to obtain materials shall not be considered a condition beyond a party's reasonable control.

9. Acceptance Testing of TOKEN

Immediately upon completion of each development phase set forth in the Development Plan's delivery schedule, the Manager shall demonstrate the functionality of TOKEN and shall deliver all documentation required to be provided in accordance with the delivery schedule. The Customer shall have 3 days from the demonstration date to determine whether the TOKEN satisfies the acceptance criteria in accordance with procedures set forth in the Development Plan, or as established by Manager and approved by Customer prior to testing.

If the TOKEN does not satisfy the acceptance criteria, the Customer shall give the Manager reasonable written notice stating why the TOKEN is unacceptable.

10. Maintenance of the TOKEN Token



Beginning on the first day of the first month following expiration of the warranty period set forth in the section of this Agreement entitled "Warranties," Manager shall provide the following error-correction and support services:

- A. Online support during Manager's normal days and hours of business operation. Such support shall include consultation on the operation and utilization of the TOKEN.
- B. Error correction services, consisting of Manager using all reasonable efforts to design, code and implement programming changes to the TOKEN, and modifications to the documentation, to correct reproducible errors therein so that the TOKEN is brought into substantial conformance with the Specifications.

11. Customer's Role in Maintenance

The provision of the error-correction and support services described above shall be expressly contingent upon Customer promptly reporting any errors in the TOKEN or related documentation to the Manager in writing and not modifying the TOKEN without the Manager's written consent.

12. Terms of Support

Subject to timely payment by the Customer of the maintenance fees, Manager shall offer the maintenance described above for a minimum of 1 year after completion of the engagement work under this Agreement. Compensation for maintenance shall be entered into as an Addendum to this Agreement at a later date. This clause shall only survive upon the agreement of all Parties to the compensation terms set forth in the Addendum. The compensation for maintenance of the TGE scripts, with the same level of commitments from Manager, shall not exceed US\$5,000.00 per year.

The Manager shall reserve its sole discretion to suspend any or all services to Customer for any invoices not paid past the due date as stated in the respective invoice.

13. Ownership of the TOKEN

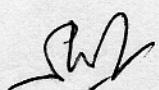
Due to the decentralized nature of the blockchain and its associated technologies and tokens, it is not viable to allocate appropriate ownership to the token asset itself.

For avoidance of doubt, at no times does the Manager grant the Customer a right in the Intellectual Property ownership of the program files or scripts required to execute the TOKEN blockchain. All proprietary files and program codes offered by the Manager to manage this TGE shall belong to the Manager at all times.

14. Warranties

THE TOKEN FURNISHED UNDER THIS AGREEMENT IS PROVIDED ON AN AS "AS IS" BASIS, WITHOUT ANY WARRANTIES OR REPRESENTATIONS EXPRESS, IMPLIED OR STATUTORY; INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOR ARE THERE ANY WARRANTIES CREATED BY A COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. THE MANAGER DOES NOT WARRANT THAT THE TOKEN WILL MEET THE CUSTOMER'S NEEDS OR BE FREE FROM ERRORS, OR THAT THE OPERATION OF THE TOKEN WILL BE UNINTERRUPTED. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT.

- A. **Warranty of TOKEN Performance:** The Manager warrants that for the duration of the TGE as stipulated under Exhibit A following acceptance of the TOKEN by the Customer, the TOKEN will substantially conform to the Specifications in the Development Plan when maintained and operated in accordance with the Manager's instructions. If material reproducible programming errors are discovered during the



warranty period, the Manager shall promptly remedy them at no additional expense to Customer. This warranty to Customer shall be null and void if Customer is in default under this Agreement or if the nonconformance is due to:

1. Hardware failures due to defects, power problems, environmental problems or any cause other than the TOKEN itself;
 2. Modification of the TOKEN object code, operating systems or computer hardware by any party other than the Manager; or
 3. Misuse, errors or negligence of the Customer, its employees or agents in operating the TOKEN. The Manager shall not be obligated to cure any defect unless Customer notifies it of the existence and nature of such defect promptly upon discovery.
- B. Warranty of Title: The Manager will not grant any rights or licenses to any intellectual property or technology that would conflict with the Manager's obligations under this Agreement.
- C. Warranty Against Disablement: The Manager expressly warrants that no portion of the TOKEN contains or will contain any protection feature designed to prevent its use. This includes, without limitation, any computer virus, worm, TOKEN lock, drop dead device, Trojan-horse routine, trap door, time bomb or any other codes or instructions that may be used to access, modify, delete, damage or disable the Customer's TOKEN or computer system. The Manager further warrants that it will not impair the operation of the TOKEN in any way other than by order of a court of law.
- D. Special Disclaimer of Warranty. The Manager shall not warrant that the TOKEN is free from accidental or intentional hacking or intrusion by any other person or organisation such as to pervert the proceeds raised or deviate from the original and intended use of the TOKEN. Manager further disclaims and absolves themselves from any losses caused by such acts.

THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE ONLY WARRANTIES GRANTED BY MANAGER. MANAGER DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

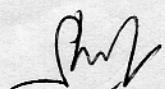
16. Confidentiality

During the term of this Agreement and for 1 year afterward, the Manager will use reasonable care to prevent the unauthorised use or dissemination of the Customer's confidential information. Reasonable care means the same degree of care the Manager uses to protect its own confidential information from unauthorised disclosure.

Confidential information includes, but is not limited to, information clearly marked as confidential, or disclosed orally that is treated as confidential when disclosed and summarized and identified as confidential in a writing delivered to the Manager within 3 days of disclosure. Confidential information does not include information that:

- A. The Manager knew before the Customer disclosed it
- B. Is or becomes public knowledge through no fault of the Manager
- C. The Manager obtains from sources other than the Customer who owe no duty of confidentiality to the Customer, or
- D. The Manager independently develops

The Customer acknowledges that the token-swap scripts and program code are the Manager's



sole and exclusive property. The Customer shall treat the token-swap scripts on a confidential basis and shall not, at any time, disclose the trade secrets embodied in the token-swap scripts or supporting documentation to any other person, firm, organisation or employee who does not need to obtain access thereto consistent with Customer's rights under this Agreement. Under no circumstances may the Customer modify, reverse compile or reverse assemble the object code contained in the token-swap scripts. The Customer shall devote its best reasonable efforts to ensure that all persons afforded access to the token-swap scripts and supporting documentation protect the Manager's trade secrets against unauthorised use, dissemination or disclosure.

18. Terms of Agreement

This Agreement commences on the date it is executed and shall continue until full performance by both parties, or until the expiry of the first TGE. If a subsequent TGE is started by the Customer, this entire Agreement shall be resurrected automatically and Customer and Manager shall abide by all terms of this Agreement unless for any amendments to be agreed to by both Parties and attached as a new Addendum to this Agreement.

19. Termination of Agreement

Each party shall have the right to terminate this Agreement by written notice (through electronic mail) to the other party if either party has materially breached any obligation herein and such breach remains uncured for a period of 30 days after written notice of such breach is sent to the other party. Such notice shall carry the mail subject of "NOTICE OF BREACH"

If the Manager terminates this Agreement because of the Customer's default such as non-payment, all of the following shall apply:

- A. Customer shall immediately cease use of the TOKEN.
- B. Customer shall, within 3 days of such termination, deliver to Manager all copies and portions of the TOKEN and related materials and documentation in its possession furnished by Manager under this Agreement.
- C. All amounts payable or accrued to the Manager under this Agreement shall become immediately due and payable. Previous payments are non-refundable for any reason whatsoever.
- D. All rights and licenses granted to the Customer under this Agreement shall immediately terminate.
- E. Customer shall pay to Manager all invoiced amounts immediately.

Manager shall reserve its rights to suspend any or all services to Customer for any invoice not paid in full beyond its due date.

20. Taxes

The charges included here do not include taxes. Each Party shall be required to pay any federal, state or local sales, use, property or value added taxes based on the services provided under this Agreement, to any relevant tax authorities.

21. Relationship of the Parties

Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.

The Manager is an independent contractor, and neither the Manager nor the Manager's staff is, or shall be deemed employees of the Client. In its capacity as an independent contractor, the Manager agrees and represents, and the Customer agrees, as follows:



- A. The Manager has the right to perform services for others during the term of this Agreement, subject to non-competition provisions set out in this Agreement, if any.
- B. The Manager has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- C. The Manager has the right to perform the services required by this Agreement at any place or location and at such times as the Manager may determine.
- D. The Manager will furnish all equipment and materials used to provide the services required by this Agreement, except to the extent that the Manager's work must be performed on or with the Customer's computer or existing TOKEN.
- E. The services required by this Agreement shall be performed by the Manager, or the Manager's staff, and the Customer shall not be required to hire, supervise or pay any assistants to help the Manager.
- F. The Manager is responsible for paying all ordinary and necessary expenses of its staff.
- G. Neither the Manager nor the Manager's staff shall receive any training from the Customer in the professional skills necessary to perform the services required by this Agreement.
- H. Neither the Manager nor the Manager's staff shall be required to devote full-time to the performance of the services required by this Agreement.
- I. The Customer shall not provide insurance coverage of any kind for the Manager or the Manager's staff.

22. Mediation and Arbitration

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed upon mediator in Singapore. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties.

If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a binding judgment in Singapore through the Courts of Singapore.

23. Attorney Fees

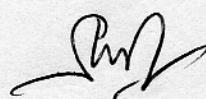
If any legal action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses.

24. Complete Agreement

This Agreement together with all exhibits, appendices or other attachments, which are incorporated herein by reference, is the sole and entire Agreement between the parties. This Agreement supersedes all prior understandings, agreements and documentation relating to such subject matter. In the event of a conflict between the provisions of the main body of the Agreement and any attached exhibits, appendices or other materials, the Agreement shall take precedence.

25. Modifications to Agreement

Modifications and amendments to this Agreement, including any exhibit or appendix hereto, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.



26. Governing Law

This Agreement shall be interpreted under the laws of the Singapore. Any and all legal actions relative hereto shall be in the courts of Singapore.

27. Notices

All notices and other communications given in connection with this Agreement shall be in writing and shall be deemed given as follows:

- A. When delivered personally to the recipient's address as appearing in the introductory paragraph to this Agreement;
- B. When delivered by electronic mail to the receiving Party at the electronic mail address(es) which had been the recipient of such communications previously.

Any party may change its address appearing in the introductory paragraph to this Agreement by giving notice of the change in accordance with this paragraph.

28. ASSIGNMENT

The rights and obligations under this Agreement are freely assignable by either party. The Customer shall retain the obligation to pay if the assignee fails to pay as required by this Agreement.

29. Regulatory

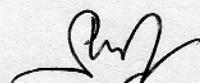
The Customer understands that any governments around the world may impose adverse regulatory policies on the deployment, execution and on funds raised for and from this TGE. The Customer shall accept all risks, losses caused by, and any consequences directly or indirectly associated to this global regulatory uncertainty.

30. Signatures

Each party represents and warrants that on this date they are duly authorised to bind their respective principals by their signatures below.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

[This section intentionally left blank]



CUSTOMER



Tan King Tah @ Tan King Tat
Chief Executive Officer
Amazing Appventures Pte Ltd

MANAGER

Christopher Low
Director
Novum Capital Ltd

Jeremy Khoo
Director
Novum Capital Ltd

EXHIBIT A

TOKEN - TGE Requirements

Functional Specifications of TOKEN tokens

A. Token Details

Blockchain:	Ethereum Main
Testnet:	Ropsten
Language:	Solidity
Token Compliance and Protocol:	ERC20
Token Name:	[...]
Token Symbol:	[...]
Token Decimals:	0
Token Initial Quantity:	[...] (Will be minted at the time of contribution)
Token Mintable:	Not mintable post-TGE closure except for new launch in a new country
Token Transferrable:	Not transferrable till TGE closure

B. Crowd-sale Details

Crowdsale Type:	ETH/USD; Capped
Max Cap:	[...]ETH
Min Cap:	None
Team Bonus/Reserved Coins:	[...]% (Breakdown given in Annex 1)
Cryptocurrency involved:	ETH Only
Crowdsale Start (Approx):	[...]
Crowdsale End (Approx):	[...]
Pricing in:	ETH only
Escrow:	Manager (TOKEN scripts deployed by the Manager)

C. Pre-sale Details

Private Whitelist:	[...] [year] Amount to be raised in Placement: As raised; manually issued
Public Pre-sale:	[...] Amount to be raised in Presale: (TBD) ETH
Public Crowdsale:	[...] Pending amount will be filled in Public Crowdsale
Max pre-sale discount:	Private Whitelist: [...]% Public Pre-sale: [...]% Public Crowdsale: 0%
Public disclosure of pre-sale discount:	YES

D. ICO Pricing Slabs:

ETH Committed	ETH Raised	Discount	TOKEN/ETH	Total TOKEN
0 – TBD	TBD	TBD	TBD	TBD
TBD	NA	NA	0	Sale will stop

Note: Customer shall provide the values for the pricing slab as soon as possible.

All ETH values include funds raised from fiat currencies and cryptocurrencies with prices locked in at the time of purchase, according to daily charts at www.coinmarketcap.com or at any other site which the Manager deems fit.

E. KYC Requirements:

For all contributions up to and including USD1,500:

PEP Only

For all contributions above USD1,500:

Full KYC:

Annex 1 - TOKEN Token Team Bonus Allocation:

Name (Address)	Amount (%)	Comments
Customer Management	20.00%	
Novum Capital	5.00%	
Public	75.00%	

EXHIBIT B
DEVELOPMENT PLAN

- A. **Specifications for the TOKEN token:** Attached as Exhibit A
B. **Deliverables and Tasks**

1. Development and Deployment of TGE scripts conforming to the Open Zeppelin Security Framework
2. The Customer will provide the main content for the TGE Whitepaper while the Manager will provide enhancements, including legal reviews and necessary amendment.
3. Legal Consulting for the whitepaper
4. Legal Opinion for the TGE from a qualified lawyer
5. KYC checks for all investors as described in Exhibit A. Each KYC checks to be billed at US\$2.50 per check. Customer shall pay US\$1,000 in advance for 400 name checks before commencement of presale and/or whitelist sale period.
6. Below-the-line marketing
7. Above-the-line marketing engagement with third party Public Relations firm. Customer shall pay for such third party engagement. This is not a compulsory engagement.

Customer shall pay for any incentives for the advisors if required.

8. Consultation with the Customer throughout TGE process
9. Application to list on at least 5 global token exchanges at no more than 4 weeks after the end of the TGE
10. Advisory on tax structure post TGE.

C. **TGE Script & Website Deployment Schedule**

1. Website testing on test server:
2. Website deployment on live server:
3. Deployment of TGE script on Ethereum Testnet:
4. Testing on Ethereum Testnet:
5. Customer to give Acceptance Approval/Rejection:
6. Deployment of TGE Script on Ethereum Mainnet:
7. Customer starts TGE exercise based on Specifications stated in Exhibit A



D. **Manager's Payment Schedule**

Preamble: Manager shall mean Novum Capital Ltd.

1. Initial Fees to be paid by Customer on the same day of signing of this Agreement and a cheque or cashier's order accompanying the delivery of this signed Agreement to Manager: MYR 90,000 (Ninety Thousand Malaysian Ringgit). Customer shall write the cheque payable to "Low Tok Sen Christopher" as custodian for payment on behalf of Novum Capital Ltd.

An additional Ten Thousand Malaysian Ringgit, or in other currency equivalent, shall be paid on or before the 10th January 2018. Another sum of US\$10,000 is payable within seven days after the completion of the TGE website, estimated to be around early February 2018. Another US\$50,000 (the "Completion Fee") shall be paid during the TGE and after the close of the TGE event as and when invoiced by Manager at the full discretion of the Manager. Payments can be paid either via fiat currency or in Ether (ETH) or Bitcoin (BTC). In the event that any part of US\$60,000 is outstanding, the Manager shall invoice the Customer for the remaining fee after the close of the TGE. The Manager shall reserve its full discretion to transfer Ether (ETH) raised during the TGE to Manager's own Ether wallet, as partial or full payment for the Completion Fee. The Manager shall inform the Customer of any such transfer made for the purpose of payment of Completion Fee to Manager. The price of the Ether to

United States Dollars shall be determined by the date and time of the transfer transaction indicated on: <https://www.coindesk.com/ethereum-price/>

2. Each investor's KYC check will be billed at **US\$2.50 per name**. Customer shall pay US\$1,000 for 400 name checks before the TGE sale starts.
3. For duration of the TGE, ETH payments will be made to an escrow wallet managed by the Manager. Fiat currency payments will be made to a bank account designated by the Customer. The Manager shall invoice the Customer for all amounts raised from fiat currency investments at anytime at the discretion of the Manager.
4. Immediately, at the close of the TGE, the Manager shall retain a sum amounting to **5% of all ETH** raised for the purpose of fee settlements. At the discretion of the Manager, the Manager may also withhold an additional number of ETH equivalent to 6% of the fiat currency deemed raised (the "ESCROW ETHER") by the Manager. Any remaining ETH not held by the Manager shall be transferred to the Customer's digital wallet. Five Percent (5%) of all fiat currency investment paid to Customer's designated bank account during and before the TGE shall be paid to Manager's designated bank account within seven business days from the close of the TGE without demand from the Manager. If the Customer pays to Manager the full 5% of fiat currency investment within seven days after the close of the TGE, the Manager shall forthwith release the ESCROW ETHER to Customer. All gas fees charged by the Ethereum blockchain shall be borne by all Parties.
5. Another 5% of the TOKEN token shall be issued to Manager.
6. Fees will be settled accordingly:
 1. **5% of all ETH or fiat currency to be paid as fees for the Manager's services**

E. Additional Fees

1. Customer shall pay for all 3rd party Public Relations and marketing expenses.
2. All invoices issued to Customer will be paid within 7 days. Interest shall be charged at 2% per month for overdue invoices automatically.