SIX Token

INITIAL TOKEN OFFERING

Terms and Conditions

March 26, 2018

This document and information contained herein may not be sent and or addressed wholly or in part, directly or indirectly, to any person in Singapore, the United States, People's Republic of China, or any other jurisdiction in which it would be impermissible or restricted to offer, distribute, purchase, sell or retain cryptographic tokens.

This document or any other materials provided by SIX Corporation Pte. Ltd. or relating to the SIX.network do not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. Neither this document nor any other materials have been (or will be) registered as a prospectus with any governmental authorities.

Do not participate in the Initial Token Offering if you are not an expert in dealing with cryptographic tokens and blockchain-based software systems as well as contribution to smart contract systems. Contributions should be undertaken only by individuals, entities, or companies

that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, like Bitcoin, Ether, and blockchain-based software systems as well as contribution to smart contract systems. Contributors should have functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. If you do not have such experience or expertise, then you should not participate in the Initial Token Offering.

Users must be made aware of certain risk factors, as set out in Section 5 (Risk Factors).

Prior to contributing, you should carefully consider these Terms and all other materials available concerning the SIX.network and SIX and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional.

The following Terms and Conditions govern the creation and allocation of SIX cryptographic tokens (SIX) by SIX Corporation Pte. Ltd. (SIX Corporation) and operating on the Stellar network as well as the contribution by third party individuals and entities (each, a User) in the public Initial Token Offering (Initial Token Offering).

1. Initial Token Offering Principles

- a) SIX Corporation is currently developing a decentralized platform (SIX.network) for building effective interaction between platforms, audiences, and creators as further described in the SIX.network Whitepaper (the Whitepaper). By transferring funds (Funds) in ether (ETH) or Stellar Lumen (XLM) to SIX Corporation pursuant to these Terms in order to contribute to the development of the SIX.network (Contribution), the User understands and accepts that his/her/its Contribution will be utilized to enable further development of the SIX.network (as determined in SIX Corporation's sole discretion). SIX Corporation shall also arrange a private and public presale against a guaranteed allocation of SIX (the Pre-sale) where certain Users are able to contribute Funds. These Terms and Conditions shall apply to such Pre-sale offerings, but may, at SIX Corporation's discretion, be amended accordingly.
- b) Further information on the SIX.network can be found in the Whitepaper and the Initial Token Offering documentation available on the SIX.network website (https://six.network). The information contained in the Whitepaper, the Initial Token Offering documentation and on the SIX.network website are of a descriptive nature only, are not binding and do not form part of the Terms as set forth under paragraph e) below.
- c) Before being eligible to participate in the Initial Token Offering, each User must register and undergo an identification (KYC) and anti-money laundering (AML) process. The registration instructions and schedule are available on the SIX.network website. After registration is complete and approved, SIX Corporation will whitelist the User and the User may make a Contribution by transferring ETH or XLM to SIX Corporation within the Initial Token Offering Period. The terms governing the funding process are set out in more detail in Section 2.2.
- d) The User understands and accepts that SIX Corporation may in its sole discretion determine to accept contributions from private entities and individuals of strategic value for the SIX.network, and that such contributions may be accepted on terms that differ from these Terms.
- e) The User understands and accepts that while the individuals and entities, including SIX Corporation, assigned to this task will make reasonable efforts to develop and complete the SIX.network, it is possible that such development may fail and User's SIX tokens become useless and/or valueless due to technical, commercial, regulatory or any other reasons (see also section 5 regarding Risks).
- f) Depending on the popularity of the Initial Token Offering, it cannot be guaranteed that the User's ETH or XLM shall be included in the Initial Token Offering or that the User will receive SIX tokens. Any ETH or XLM transferred that do not entitle the User to SIX tokens will be refunded to the User at the sending address.
- g) The User understands and accepts the risk that even if all or parts of the SIX.network are successfully developed and released in full or in parts, the SIX.network could be fully or partially abandoned, remain commercially unsuccessful or be shut down for lack of interest, regulatory or

other reasons. The User therefore understands and accepts that participation in the Initial Token Offering carries significant financial, regulatory and/or reputational risks (including the complete loss of value of SIX tokens (if any), and its attributed functions.

- h) This document or any other materials provided by SIX Corporation or relating to the SIX.network do not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. Neither this document nor any other materials have been (or will be) registered as a prospectus with any governmental authorities.
- i) Transfer of ETH and XLM, allocation, distribution or receipt of SIX tokens, or any other act undertaken between the parties in connection with the Initial Token Offering shall not form a partnership, joint venture or any similar relationship between the User and SIX Corporation and/or other individuals or entities involved with the deployment and the setting up of the SIX.network.
- 1.2 The User acknowledges and understands that SIX Corporation may at its discretion at any time change the name of the SIX token and/or its symbol. SIX Corporation shall use all reasonable efforts to ensure that such change of name and/or symbol will not adversely affect the rights of the Users or the SIX tokens held by the Users.

2. SIX Corporation Creation

- 2.1 Usage Token; No Ownership, Revenue or Governance Rights
- a) **Usage Token**: Ownership of SIX carries no rights express or implied other than a limited right to use SIX as a means to enable usage of and interaction with and within the SIX.network, if and to the extent the SIX.network has been successfully completed and launched.
- b) No Ownership, Revenue or Governance Rights: In particular, User understands and accepts that SIX tokens do not represent or constitute any ownership right or stake, share or security or equivalent rights nor any right to receive future revenues, shares or any other form of participation or governance right in or relating to the SIX.network and/or SIX Corporation. The SIX Corporation does not create or confer any enforceable contractual or other obligations against any third party (including SIX Corporation, SIX Corporation Team Members or other developers, auditors, contractors or founders associated with the SIX Corporation, and/or the SIX.network).

2.2 Contribution

- a) User Registration: Each User who intends to participate in the Initial Token Offering must complete a registration process before being able to participate. The registration process details will be set out on the SIX.network website. Upon completion of the registration and approval thereof, the User's Stellar address will be whitelisted in the Smart Contract System. The User acknowledges and understands that the registration process is laborious and it may take time to process the User's registration.
- b) Maximum Contribution Amount: The aggregate maximum Contribution amount for the entire allocation of SIX tokens (including the Pre-sale and the Initial Token Offering, as well as contributions from private entities and individuals of strategic value for the SIX.network) will be defined as a hard cap and amounts to USD \$42,905,579 (excluding fees arising from or related to the contribution process), calculated using the exchange rates as determined by [•] or equivalent service chosen by SIX Corporation (Maximum Contribution Amount). SIX Corporation may, at its discretion, determine that the Maximum Contribution Amount is reached when the aggregate

- amount of Funds received is close to the Maximum Contribution Amount, even though the actual amount of Contributions accepted by SIX Corporation would be less than the Maximum Contribution Amount (e.g. if the aggregate amount of Contributions does not sum up to exactly the Maximum Contribution Amount).
- c) **Maximum SIX Corporation Token Supply**: The aggregate maximum SIX token supply (as set out in paragraph f))) will be 1,000,000,000 SIX tokens. The aggregate amount of SIX will depend on the effectively made Contributions during the Pre-sale and the Initial Token Offering and will be referred to as total SIX supply (**Total SIX Supply**).
- d) **Contribution Period**: The Initial Token Offering period (**Initial Token Offering Period**) starts on the date and time set to be announced on the SIX.network website and continues for a period of nine (9) weeks or the moment when the Maximum Contribution Amount has been reached, whichever occurs earlier.
- e) Contribution and Exchange Rates: The contribution rate in the Initial Token Offering shall be 1 SIX token for every Contribution equivalent to \$0.10 USD. The ETH/USD and XLM/USD exchange rate to be used throughout the Initial Token Offering shall be based on dynamic pricing. That is, the exchange rate in the website will change every one (1) hour, calculated using the exchange rates as determined by https://coinmarketcap.com/ or equivalent service chosen by SIX Corporation.
- f) **Token Pools:** The allocation of SIX will be determined as set out below. The Users Contributing in the Pre-sale or Initial Token Offering will be distributed SIX from Pool A. The aggregate amount of SIX that will be distributed from Pool A at the end of the Initial Token Offering Period will depend on how much Funds are contributed.
 - (1) **Pool A consists of SIX (i.e. 47.45% of the Total SIX Supply)**. Pool A will be available during the Pre-Sale and Initial Token Offering.
 - (2) Pool B consists of SIX (i.e. at least 25% of the Total SIX Supply). Pool B shall be allocated to the Bounty Program and Reserve. 40% of this portion will be exclusively sold to future strategic partners who will provide significant development to SIX.network and the digital and creative communities in terms of product development and geographical expansion. The future strategic partners will be able to utilize the tokens first hand in the SIX.network only. The rest of this portion will be used in the SIX bounty program for future usage in SIX.network. The network will use the tokens from the bounty to reward all the people who make significant contributions that help SIX.network and the community.
 - (3) Pool C consists of SIX (i.e. at least 13% of the Total SIX Supply). Pool C will be allocated and distributed at the discretion of SIX Corporation, such as allocation and distribution to persons who participated as managers, founders or team members, or worked to develop the ideas, implementations and supporting structures of the SIX.network (SIX Corporation Team Members). Pool C will be released within a 24 month lock up period upon commencement of the Initial Token Offering Period.
 - (4) **Pool D consists of SIX (i.e. at least 10% of the Total SIX Supply**). Pool D will be held by Company, held by Yello Digital Marketing Global, OOKBEE U, and Computerlogy.

- (5) **Pool E consists of SIX (i.e. 4.55% of the Total SIX Supply**). Pool E will be sold to our early investors. We only select early investors who are able to provide strategic support to our SIX.network and the digital and creative communities. In doing so, the early investors will help drive the use of SIX tokens among digital and creative workers and the tokens will eventually be released to the entire system via the digital and creative workers.
- g) **Contribution Process:** Upon commencement of the Initial Token Offering Period, the registered, approved and whitelisted Users may transfer their ETH or XLM to SIX Corporation at the address provided on the SIX.network Website. The User must no Contribute more than his/her/its whitelisted amount. The tokens in the Initial Token Offering will be allocated among the Contributing Users on a first come, first served basis.
- h) **Distribution of SIX to Users**: Upon receipt and acceptance of a User's Contribution, SIX Corporation will allocate a corresponding amount of SIX to the User's Stellar address. The SIX tokens will be nontransferable until they are released as set out in paragraph 1).
- Undistributed tokens: Any SIX tokens in Pool A that have been created but for which no Contribution has ultimately been received shall be allocated to SIX Corporation and shall be further disposed of at SIX Corporation's discretion for purposes of the long-term benefit of the SIX.network.
- j) No Refund: The User understands and accepts that all Contributions are final and may not be reversed. Contributions that entitle a User to SIX tokens are non- refundable. Any Contributions that do not entitle the User to SIX (e.g. due to the amount of Contributions exceeding the Maximum Contribution Amount) will be automatically sent back to the sending address. By contributing to the SIX.network, the User acknowledges that he/she/it has no right to request a refund for any reason, and that the User will not receive money or other compensation for any SIX token that is not used or remains unused. SIX Corporation shall not be liable for any losses caused by the User attempting to contribute from an exchange, smart contract or other non-standard single access address.
- k) Allocation of SIX: Only SIX Corporation will allocate SIX tokens. To the extent that any third-party website, service or smart-contract offers SIX during the Initial Token Offering Period or facilitates the allocation or transfer of SIX in any way during the Initial Token Offering Period, such third-party websites or services are, unless explicitly mentioned in these Terms, not authorized by SIX Corporation and have no relationship in any way with SIX Corporation.
- 1) **Transferability of SIX**: The Users will not be able to transfer SIX until the SIX have been released. Transferability of SIX token will be permitted at SIX Corporation's discretion when the Initial Token Offering Period is over and all SIX (including the SIX from the Pre-sale) have been allocated and distributed; the process is currently expected to take a few weeks after the conclusion of the Initial Token Offering Period. The SIX tokens in Pool B shall become transferable at such time as determined by SIX Corporation in its full discretion.

2.3 Pre-Allocation of SIX Corporation

- a) The User understands and accepts that at least **52.55%** of the Total SIX Corporation Supply will not be allocated to participants of the Initial Token Offering but as set forth below:
 - (1) **Pool B consists of SIX (i.e. at least 25% of the Total SIX Supply**). Pool B shall be allocated to the Bounty Program and Reserve. 40% of this portion will be exclusively

sold to future strategic partners who will provide significant development to SIX.network and the digital and creative communities in terms of product development and geographical expansion. The future strategic partners will be able to utilize the tokens first hand in the SIX.network only. The rest of this portion will be used in the SIX bounty program for future usage in SIX.network. The network will use the tokens from the bounty to reward all the people who make significant contributions that help SIX.network and the community.

- (2) Pool C consists of SIX (i.e. at least 13% of the Total SIX Supply). Pool C will be allocated and distributed at the discretion of SIX Corporation, such as allocation and distribution to persons who participated as managers, founders or team members, or worked to develop the ideas, implementations and supporting structures of the SIX.network (SIX Corporation Team Members). Pool C will be released within a 24 month lock up period upon commencement of the Initial Token Offering Period.
- (3) **Pool D consists of SIX (i.e. at least 10% of the Total SIX Supply**). Pool D will be held by Company, held by Yello Digital Marketing Global, OOKBEE U, and Computerlogy.
- (4) Pool E consists of SIX (i.e. 4.55% of the Total SIX Supply). Pool E will be sold to our early investors. We only select early investors who are able to provide strategic support to our SIX.network and the digital and creative communities. In doing so, the early investors will help drive the use of SIX tokens among digital and creative workers and the tokens will eventually be released to the entire system via the digital and creative workers.

2.4 SIX Functionality

- a) SIX token is only for use in connection with the SIX.network and only constitutes a transferable representation of attributed functions specified by its software code.
- b) Ownership of a SIX token carries no rights express or implied other than the right to use the SIX token as a means to enable usage of and interaction with and within the SIX.network, if successfully completed and deployed (see section 3). Beyond this, ownership of a SIX token carries no rights express or implied. In particular, the User understands and accepts that as a holder of SIX token, he/she/it has no right to claim any ownership right or stake, intellectual property rights, equity or equivalent rights or any other form of participation in or relating to the SIX.network and/or SIX token. Through the allocation of SIX to a User, the User receives no right to receive any revenues generated by the intellectual property rights developed as part of the SIX.network or any other assets. The User understands and agrees that the sole and exclusive usage rights of these intellectual property rights are retained by SIX Corporation and/or its affiliates.

2.5 Representations and Warranties of User

- a) By making the Contribution, the User represents and warrants that:
 - (1) the User is not a citizen or resident of a country, whose legislation conflicts with obtaining or distributing cryptographic tokens such as SIX Corporation, the contemplated allocation of SIX and/or the SIX.network in general;
 - (2) the User is not a citizen or resident of Singapore, the United States or the People's Republic of China;

- (3) the User is not a resident or citizen of, or located in a geographic area that is subject to UN, US, EU, or any other sovereign country sanctions or embargoes;
- (4) any Funds used for the Contribution are: (a) good, clean, clear and are of non-criminal origin; (b) completely free and clear of any liens or encumbrances of any kind or any rights of third-party interests; and (c) have no origins that may be connected to any breach of money laundering regulations whatsoever, as defined in the jurisdiction of origin, or internationally;
- (5) the User is not listed or associated with any person or entity listed on any of the US Department of Commerce's Denied Persons or Entity List, the US Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, the US Department of State's Debarred Parties List, the EU Consolidated List of Persons, or Groups and Entities Subject to EU Financial Sanctions;
- (6) the User has a deep understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, like bitcoin (BTC) and Ether (ETH), and blockchain-based software systems;
- (7) the User understands and accepts that there is no warranty or assurance that the network of miners will allocate the SIX to the Users as proposed by these Terms;
- (8) the User has carefully reviewed the Whitepaper set forth on the SIX.network website and fully understands and accepts the functions of the SIX token described therein;
- (9) the User is legally permitted to make the Contribution in order to create and obtain SIX in the User's jurisdiction;
- (10) the User uses cryptographic wallet software or a wallet service provider that technically supports the SIX token and Stellar standard. The User understands and accepts, that failure to assure this may have the result that User will not gain access to his SIX;
- (11) the User is legally permitted to receive software and transfer Funds for the purpose of contributing to the development of the SIX.network;
- (12) the User is of a sufficient age to legally allocate and obtain SIX tokens;
- (13) the User will take sole responsibility for any restrictions and risks associated with receiving, holding, transferring or using SIX tokens;
- (14) the User is not Contributing the Funds to obtain SIX tokens for the purpose of speculative investment;
- (15) the User is not obtaining or using SIX tokens for any illegal purposes;
- (16) the User is purchasing the functionality of the SIX primarily to support the development, testing, deployment and operation of the SIX.network, being aware of the commercial risks associated with the SIX.network;
- (17) the User waives the right to participate in a class action lawsuit or a class-wide arbitration against any entity or individual involved with the creation of SIX token or otherwise involved with the SIX.network;
- (18) the User understands that participation in the Initial Token Offering does not involve the purchase of shares, securities exchangeable into shares or any equivalent in any existing

- or future public or private company, corporation or other entity in any jurisdiction;
- (19) the User understands that the Contribution of Funds, the allocation and distribution of SIX and the development of the SIX.network carries significant financial, regulatory and reputational risks as further set forth in section 5;
- (20) the User understands and expressly accepts that there is no warranty whatsoever on the SIX token, and/or the success of the SIX.network, expressed or implied, to the extent permitted by law, and that SIX tokens are allocated and distributed to and obtained by the User at the sole risk of the User 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;
- (21) the User understands that the User has no right against any other party to request any refund of the Funds Contributed for the allocation and distribution of the SIX token under any circumstance;
- (22) the User understands that with regard to SIX token, no market liquidity (including the existence of a marketplace where SIX can be transferred) may be guaranteed and the value of SIX token may over time experience extreme volatility or depreciate in full;
- (23) the User understands that the User bears the sole responsibility to determine if the User's transfer of Funds, the creation, allocation, ownership or use of SIX token, the potential appreciation or depreciation in the value of SIX token over time and/or any other action or transaction related to the SIX.network have tax implications for him/her/it; by receiving, holding, transferring or using SIX tokens, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors, contractors or founders) liable for any tax liability associated with or arising from the distribution, allocation, ownership or use of SIX token or any other action or transaction related to the SIX.network.
- b) As part of the SIX allocation process, the User will use his/her/its own account (address) on the Stellar network, with a private key associated to this address and password. The password is used to protect the access to the use of the User's private key. Following the creation of SIX token in Pool A, for Users participating in the Initial Token Offering, SIX tokens will be transferred to the address from which the Contribution was made. In order to receive the SIX tokens, the User shall ensure that he supplies his own Stella address and not, e.g., the address of a currency exchange like Poloniex, Coinbase, Bitfinex etc. The User understands that the User must keep his password and private key safe and that the User may not share them with anybody. The User further understands that if his/her/its private key, password and/or back-up seed is lost or stolen, the User may not be able to generate a new password or recover his/her/its private key, and if the User also loses his private keys and password, the SIX tokens associated with the User's account (address) will be unrecoverable and will be permanently lost. Furthermore, the User understands that there may be no recovery mechanism for lost keys, passwords and/or back-up seeds, so no one may be able to provide the User with access to any SIX tokens on accounts whose private key, password and/or back-up seed has been lost.

3. SIX.network Execution

a) The User understands and accepts that the development and execution of the SIX.network will be

performed by SIX Corporation or an affiliated entity. For these purposes, SIX Corporation shall be entitled to the full amount of Contributed Funds (less costs) and to the Pool B, C, D, E, and F of the Total Six Supply (as set out in paragraph 2.2f)). These amounts cover expenses, charges and other costs that may arise by SIX Corporation as part of the development and execution of the SIX.network. SIX Corporation has the right to engage subcontractors to perform the entire or partial development and execution of the SIX.network. The scope of the development work will be triggered by the aggregate amount of Contributions received, as indicatively laid out in the Whitepaper; provided, however, that SIX Corporation shall have full discretion to determine the scope of development work. It remains at SIX Corporation's sole discretion to decide how to allocate the funds in order to develop and execute the SIX.network.

- b) The User understands and accepts that the User may not have any expectation of influence over governance on the SIX.network.
- c) The User understands and accepts that the SIX.network will need to go through substantial development work which may result in significant conceptual, technical and commercial changes before release. The User understands and accepts that as part of the development, an upgrade of the SIX token may be required (a so-called hard-fork of the SIX token) and that, if the User decides not to participate in such upgrade, he/she/it may no longer use his SIX and that any non-upgraded SIX may lose their functionality in full.

4. Audit of the Smart Contract Code

- a) The smart contract code has been, on a reasonable effort basis, audited and approved by a technical expert. The technical expert has confirmed that the smart contract code has, with regard to both accuracy and security, been programmed according to the current state of the art.
- b) However, the User understands and accepts that smart contract technology is still in an early development stage and its application 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 User understands and accepts that the audit does not amount to any form of warranty, including direct or indirect warranties that the smart contract code and/or the SIX token are fit for a particular purpose or do not contain any weaknesses, vulnerabilities or bugs which could cause, inter alia, the complete loss of Funds and/or SIX tokens.

5. Risks

- a) The User understands and accepts the risks associated with Contributing Funds to SIX Corporation and the creation and distribution of SIX tokens as exemplary set forth above and hereinafter. In particular, the User understands and accepts the non-exhaustive list of inherent risks:
 - (1) **Risk of software weaknesses**: The underlying software application and software platform (i.e. the Stellar blockchain) are still in an early development stage and unproven, and there are no warranties or covenants that the process for creating or distributing SIX will be uninterrupted or error-free and why there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of Funds and/or SIX.
 - (2) **Risk of cryptographic weaknesses**: The blockchain and all software dependent thereon, such as the SIX.network and SIX token are based on the effectiveness and reliability of cryptographic solutions. However, cryptography is evolving and cannot guarantee

- absolute security at all times. Advances in cryptography, such as code cracking, or technical advances such as the development of quantum computers, could present risks to all cryptography-based systems including the SIX.network and the SIX token. This could result in the theft, loss, disappearance, destruction or devaluation of the SIX tokens held by the User.
- (3) **Regulatory risk**: The blockchain technology allows new forms of interaction and it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the smart contract code and which may, inter alia, result in substantial modifications of the smart contract code and/or the SIX.network, including its termination and the loss or devaluation of SIX tokens held by the User.
- (4) **Risk of insufficient information**: The SIX.network is at a very early developmental stage and its philosophy, consensus mechanism, algorithm, code and other technical specifications and parameters could be updated and changed frequently and constantly. While the Whitepaper contains the up-to-date key information related to the SIX token at the date of the Whitepaper, it is not complete or final and is subject to adjustments and updates that SIX Corporation may make from time to time. SIX Corporation is not in a position, nor obliged, to keep the Users closely posted on every detail of the SIX.network's development (including its progress and expected milestones, whether rescheduled or not) and therefore will not necessarily provide the Users with timely or full access to all the information relating to the SIX.network that may emerge from time to time.
- (5) **Risk of abandonment / lack of success**: The creation and distribution of the SIX and the development of the SIX.network may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). The SIX token is not expected to be popular, prevalent or widely used soon after its launch. The SIX Corporation and the SIX.network may remain marginalized in the long run, appealing to only a minimal portion of users (if any). There is thus no assurance that, even if the SIX.network is partially or fully developed and launched, the User will receive any benefits through the SIX tokens held by him/her/it.
- (6) **Risks related to unverified source code**: The source code of the SIX.network may be licensed under open-source license terms and any party related or unrelated to the SIX.network can propose updates, amendments, alterations or modifications to the source code. SIX Corporation may not be able to verify or guarantee the precise results of such updates, amendments, alterations or modifications and as a result, any update, amendment, alteration or modification could lead to an unexpected or unintended outcome that adversely affects the SIX.network or the SIX token value.
- (7) Risks related to competition: The source code of the SIX.network may be licensed under open-source license terms. As a result, anyone can legally copy, replicate, reproduce, engineer, modify, improve or otherwise utilise the source code and/or underlying source code of the SIX.network in an attempt to develop a competing protocol, software, system or virtual platform or virtual machine, which is out of SIX Corporation's control and may consequently compete with or even overshadow or overtake the SIX.network, which may

- adversely affect the SIX.network or the SIX token value.
- (8) **Risk of withdrawing partners**: The feasibility of the SIX.network depends strongly on the collaboration of banks and other crucial partners of SIX Corporation. There is therefore no assurance that the SIX.network as a whole or parts thereof will be successfully executed as set out in these Terms or otherwise.
- (9) **Risk associated with other applications**: The SIX.network may give rise to other, alternative projects, promoted by unaffiliated third parties, under which SIX will have no intrinsic value.
- (10) **Risk of loss of private key**: SIX can only be accessed by using a Stellar wallet with a combination of the User's account information (address), private key, password and any other protection used by the User. If the User's private key file, password or the back-up seed is lost or stolen, the SIX associated with the User's account (address) or password may be unrecoverable and permanently lost.
- (11) **Third party risk**: SIX Corporation may engage third parties to manage and operate the Pre-sale and Initial Token Offering processes. SIX Corporation has no visibility into, or possibility to control, the software or mechanisms used by such third parties, and cannot verify or guarantee the proper functionality of the third parties' software or operations.
- (12) **Risk of theft**: The smart contract code, the underlying software application and software platform (i.e. the Stellar blockchain), or other assets of the SIX.network, may be exposed to attacks by hackers or other individuals that could result in theft or loss of SIX tokens or Funds, which may lead to a loss or devaluation of Funds and/or SIX tokens and the ability to develop the SIX.network.
- (13) **Risk of incompatible Wallet service**: The cryptographic wallet software or wallet service provider of the User must be technically compatible with the SIX token. The failure to assure this may lead to the User being unable to gain access to his SIX tokens.

6. Taxation

- a) The User bears the sole responsibility to determine if the Contribution to the Smart Contract System; the creation, allocation, ownership and use of SIX or the purchase and thereof after allocation and distribution; the potential appreciation or depreciation in the value of SIX over time; and/or any other action or transaction related to the SIX.network have tax implications for him/her/it.
- b) By receiving, holding, transferring or using SIX tokens, to the extent permitted by law, the User agrees not to hold any third party (including SIX Corporation Team Members as well as other developers, auditors, contractors or founders associated with the SIX Corporation, the SIX.network or SIX tokens) liable for any tax liability associated with or arising from the creation, allocation, distribution, ownership or use of SIX tokens or any other action or transaction related to the SIX.network.

7. No Liability

a) The User acknowledges and agrees that, to the fullest extent permitted by any applicable law, the User will not hold any SIX Corporation Team Members or other developers, auditors, contractors or founders associated with the SIX Corporation, the SIX.network and/or SIX token liable for any and all damages or injury whatsoever caused by or related to the use of, or the inability to use, SIX tokens and/or the SIX.network under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence). The User further acknowledges and agrees that the SIX Corporation Team Members or other developers, auditors, contractors or founders associated with the SIX Corporation, the SIX.network and/or SIX tokens shall not be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or the inability to use the SIX Corporation, and/or the SIX.network.

- b) The User further specifically acknowledges that SIX Corporation Team Members or other developers, auditors, contractors or founders associated with the SIX Corporation, the SIX.network and/or SIX tokens are not liable, and the User agrees not to seek to hold them liable, for the conduct of third parties and that the risk of receiving, holding, transferring and using SIX tokens rests entirely with the User.
- c) By receiving, holding, transferring or using SIX, and to the extent permitted by law, the User agrees not to hold any third party (including SIX Corporation Team Members and other developers, auditors, contractors or founders associated with the SIX Corporation, the SIX.network and/or SIX tokens) liable for any regulatory implications or liability associated with or arising from the creation, allocation, distribution, ownership or use of SIX or any other action or transaction related to the SIX.network.

8. Miscellaneous

- a) The SIX Corporation is located in Singapore. Consequently, SIX token creation and allocation and the assignment of the development and execution of the SIX.network are considered to be executed in Singapore.
- b) The User agrees that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.
- c) The Terms govern the creation, allocation, distribution, ownership and use of SIX tokens and supersede any public statements and other documentation about the launch of SIX tokens made by anyone in the past, present and future.
- d) The applicable law is the law of Singapore. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of 1 arbitrator. The language of the arbitration shall be English.