

XDCE TOKEN CONTRIBUTION AGREEMENT

Last Updated: January 12, 2018.

This XDCE Token Contribution Agreement (this “Agreement”) contains the terms and conditions that govern your use of the XDCE distribution smart contract (the “XDCE Distribution Contract”); use of the related ERC-20 XDCE token smart contract (the “XDCE Token Contract”); and contribution of the related ERC-20 compatible tokens distributed on the Ethereum blockchain (the “XDCE Tokens”) and is an agreement between you or the entity that you represent (“Contributor ” or “you”) and XinFin (“XinFin,” together with its parent company, subsidiaries and affiliates, “Company”). Contributor, XinFin and Company are herein referred to individually as a “Party” and collectively, as the “Parties”.

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

IMPORTANT INFORMATION: PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY.

Contributor acknowledges, understands and agrees to the following:

- **MATTERS RELATING TO XDCE01 PROTOCOL:**
 1. XinFin is developing the XDCE01 PROTOCOL (the “XDCE01 PROTOCOL”) as further described in the XDCE01 Technical White Paper (as it may be amended from time to time) (the “White Paper”);
 2. at the end of its development stage, XinFin will be releasing the XDCE01 PROTOCOL it has developed under an open source software license;
 3. Company will not configure and/or launch any public blockchain platform adopting the open source XDCE01 PROTOCOL (the “XDCE Platform”) for any purpose;
 4. any launch and implementation of the XDCE Platform may occur by third parties unrelated to Company;
 5. third parties launching the XDCE Platform may delete, modify or supplement the XDCE01 PROTOCOL prior to, during or after launching the XDCE Platform; and
 6. Company will have no control over when, how or whether the XDCE01 PROTOCOL is adopted or implemented, or how, when or whether the XDCE Platform is launched.
- **BINDING AGREEMENT:** Contributor understands and agrees that Contributor is subject to and bound by this Agreement by virtue of Contributor’s contribution of XDCE Tokens
- **NO CHINESE CONTRIBUTORS:** XDCE Tokens are not being offered or distributed to Chinese persons (as defined below). If you are citizen, resident of, or a person located or domiciled in, or any entity, including, without limitation, any corporation or partnership created or organized in or under the laws of the People’s Republic of China (a “Chinese person”), do not contribute or attempt to contribute for XDCE Tokens.
- **XDCE TOKENS HAVE NO RIGHTS, USES OR ATTRIBUTES.** The XDCE Tokens do not have any rights, uses, purpose, attributes, functionalities or features, express or implied, including, without limitation, any uses, purpose, attributes, functionalities or features on the XDCE Platform. Company does not guarantee and is not representing in any way to Contributor that the XDCE Tokens have any rights, uses, purpose, attributes, functionalities or features.
- **NOT A CONTRIBUTION OF XDCE PLATFORM TOKENS.** XDCE Tokens contribution under this Agreement are not tokens on the XDCE Platform. Contributor acknowledges, understands and agrees

that Contributor should not expect and there is no guarantee or representation made by Company that Contributor will receive any other product, service, rights, attributes, functionalities, features or assets of any kind whatsoever, including, without limitation, any cryptographic tokens or digital assets now or in the future whether through receipt, exchange, conversion, redemption or otherwise.

- CONTRIBUTION OF XDCE TOKENS ARE NON-REFUNDABLE AND CONTRIBUTIONS CANNOT BE CANCELLED. CONTRIBUTOR MAY LOSE ALL AMOUNTS PAID.
- XDCE TOKENS MAY HAVE NO VALUE.
- XINFIN RESERVES THE RIGHT TO REFUSE OR CANCEL XDCE TOKEN CONTRIBUTION REQUESTS AT ANY TIME IN ITS SOLE DISCRETION.
- PLEASE READ THE RISKS SET FORTH IN SECTION 7 CAREFULLY AND IN THEIR ENTIRETY.
- THIS AGREEMENT INCLUDES PRE-DISPUTE RESOLUTION IN SECTION 9.1 AND REQUIRES ARBITRATION IN SECTION 9.2.

ARTICLE ONE: ACCEPTANCE OF AGREEMENT AND CONTRIBUTION OF XDCE TOKENS

1.1. This Agreement shall be effective and binding on the Parties when Contributor : (a) clicks the check box on the official <http://XinFin.org/> website (the “Website”) to indicate that Contributor has read, understands and agrees to the terms of this Agreement; or, if earlier (b) upon Company’s receipt of payment from Contributor . Contributor agrees to be bound on this basis, and confirms that Contributor has read in full and understands this Agreement and the terms on which Contributor is bound.

1.2. Website Terms of Use. Company has established Terms of Use, as may be amended from time to time, for the Website located at Terms of Use, which are hereby incorporated by reference. Contributor has read, understands and agrees to those terms.

1.3. White Paper. Company has prepared the White Paper, which is available at <http://XinFin.org>, describing matters relating to the XDCE01Software. The White Paper, as it may be amended from time to time, is hereby incorporated by reference. Contributor has read and understands the White Paper and its contents.

1.4. XDCE Tokens.

- a. No Purpose. As mentioned above, the XDCE Tokens do not have any rights, uses, purpose, attributes, functionalities or features, express or implied. Although XDCE Tokens may be tradable, they are not an investment, currency, security, commodity, a swap on a currency, security or commodity or any other kind of financial instrument.
- b. Company’s Use of Proceeds. Contributor acknowledges and understands that the proceeds from the sale of the XDCE Tokens will be utilized by Company in its sole discretion.

ARTICLE TWO: XDCE TOKEN DISTRIBUTION

2.1. Allocation and Distribution of XDCE Tokens. XinFin intends to allocate and distribute XDCE Tokens (the “XDCE Token Distribution”) in accordance with the material specifications as set forth in Exhibit A to this Agreement which includes details regarding the timing (the “XDCE Distribution Period”) and pricing of the XDCE Token Distribution and the amount of XDCE Tokens that will be distributed. During the XDCE Distribution Period, XinFin will provide specific procedures on how Contributor should contribute XDCE Tokens through the official Website. By purchasing XDCE Tokens, Contributor acknowledges and understands and has no objection to such procedures and material specifications. Failure to use the official Website and follow such procedures may result in Contributor not receiving any XDCE Tokens. Any Contributor of XDCE

Tokens may lose some or all of the amounts paid in exchange for XDCE Tokens, regardless of the contribution date. The access or use of the XDCE Distribution Contract, access or use of the XDCE Token Contract and/or the receipt or contribution of XDCE through any other means other than the official Website are not sanctioned or agreed to in any way by the XinFin Parties. Contributor should take great care that the website used to contribute XDCE Tokens has the following universal resource locator (URL): <http://XinFin.org/>.

2.2. No Chinese Contributors. The XDCE Tokens are not being offered to Chinese persons. Chinese persons are strictly prohibited and restricted from using the XDCE Distribution Contract, using the XDCE Token Contract and/or purchasing XDCE Tokens and Company is not soliciting contributions by Chinese persons in any way. If a Chinese person uses the XDCE Distribution Contract, uses the XDCE Token Contract and/or contributes XDCE Tokens, such person has done so and entered into this Agreement on an unlawful, unauthorized and fraudulent basis and this Agreement is null and void. Company is not bound by this Agreement if this Agreement has been entered into by a Chinese person as Contributor or Contributor has entered into this Agreement or has contributed XDCE Tokens on behalf of a Chinese person, and Company may take all necessary and appropriate actions, in its sole discretion, to invalidate this Agreement, including referral of information to the appropriate authorities. Any Chinese person who uses the XDCE Distribution Contract, uses the XDCE Token Contract and/or contributes XDCE Tokens or enters this Agreement on an unlawful, unauthorized or fraudulent basis shall be solely liable for, and shall indemnify, defend and hold harmless XinFin and XinFin's respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (collectively, the "XinFin Parties") from any damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses (collectively, the "Damages") incurred by a XinFin Party that arises from or is a result of such Chinese person's unlawful, unauthorized or fraudulent use of the XDCE Distribution Contract, unauthorized use of the XDCE Token Contract and/or the receipt or contribution of XDCE Tokens.

2.3. Allocation of XDCE Tokens to XinFin Parties. Contributor understands and consents to the participation of the Company's past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors and service providers in the contribution of XDCE Tokens, including people who may work on the development and implementation of the XDCE01 PROTOCOL or who may work for XinFin's future businesses which XinFin may establish with a portion of the proceeds from the XDCE Token Distribution. All such XinFin Parties will participate on the same terms as every other Contributor of XDCE Tokens and will be bound by this Agreement.

2.4. No Representations and Warranties. The XDCE Tokens will be distributed to Contributors thereof pursuant to the XDCE Distribution Contract and the XDCE Token Contract. None of the XinFin Parties makes any representations or warranties, express or implied, including, without limitation, any warranties of title or implied warranties of merchantability or fitness for a particular purpose with respect to the XDCE Distribution Contract, the XDCE Token Contract or the XDCE Tokens or their utility, or the ability of anyone to contribute or use the XDCE Tokens. Without limiting the foregoing, none of the XinFin Parties represent or warrant that the process of purchasing the XDCE Tokens or receiving the XDCE Tokens will be uninterrupted or error-free or that the XDCE Tokens are reliable and error-free. As a result, Contributor acknowledges and understands that Contributor may never receive XDCE Tokens and may lose the entire amount Contributor paid to Company. Contributor shall provide an accurate digital wallet address to Company for receipt of any XDCE Tokens distributed to Contributor pursuant to the XDCE Distribution Contract and the XDCE Token Contract.

2.5. Not an Offering of Securities, Commodities, or Swaps. The sale of XDCE Tokens and the XDCE Tokens themselves are not securities, commodities, swaps on either securities or commodities or a financial instrument of any kind. Contributions and sales of XDCE Tokens are not subject to the protections of any laws governing those types of financial instruments. This Agreement and all other documents referred to in this Agreement including the White Paper do not constitute a prospectus or offering document, and are not an offer to sell, nor

the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity.

2.6. Not an Investment. Contributor should not participate in the XDCE Token Distribution or contribution XDCE Tokens for investment purposes. XDCE Tokens are not designed for investment purposes and should not be considered as a type of investment. Contributor acknowledges, understands and agrees that Contributor should not expect and there is no guarantee or representation or warranty by Company that: (a) the XDCE01 PROTOCOL will ever be adopted; (b) the XDCE01 PROTOCOL will be adopted as developed by XinFin and not in a different or modified form; (c) a blockchain utilizing or adopting the XDCE01 PROTOCOL will ever be launched; and (d) a blockchain will ever be launched with or without changes to the XDCE01 PROTOCOL and with or without a distribution matching the fixed, non-transferable XDCE Token balances. Furthermore, XDCE Tokens will not have any functionality or rights on the XDCE Platform and holding XDCE Tokens is not a guarantee, representation or warranty that the holder will be able to use the XDCE Platform, or receive any tokens utilized on the XDCE Platform, even if the XDCE Platform is launched and the XDCE01 PROTOCOL is adopted, of which there is no guarantee, representation or warranty made by Company.

2.7. Not for Speculation. Contributor acknowledges and agrees that Contributor is not purchasing XDCE Tokens for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or other financial purposes.

ARTICLE THREE: NO OTHER RIGHTS CREATED

3.1. No Claim, Loan or Ownership Interest. The contribution of XDCE Tokens: (a) does not provide Contributor with rights of any form with respect to the Company or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights; (b) is not a loan to Company; and (c) does not provide Contributor with any ownership or other interest in Company.

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

ARTICLE FOUR: SECURITY AND DATA; TAXES

4.1. Security and Data Privacy.

- a. Contributors Security. Contributor will implement reasonable and appropriate measures designed to secure access to: (i) any device associated with Contributor and utilized in connection with Contributors contribution of XDCE Tokens; (ii) private keys to Contributors wallet or account; and (iii) any other username, passwords or other login or identifying credentials. In the event that Contributor is no longer in possession of Contributor's private keys or any device associated with Contributor's account or is not able to provide Contributor's login or identifying credentials, Contributor may lose all of Contributor's XDCE Tokens and/or access to Contributor's account. Company is under no obligation to recover any XDCE Tokens and Contributor acknowledges, understands and agrees that all contributions of XDCE Tokens are non-refundable and Contributor will not receive money or other compensation for any XDCE Tokens acquired through contribution. Additional Information. Upon Company's request, Contributor will immediately provide to Company information and documents that Company, in its sole discretion, deems necessary or appropriate to comply with any laws, regulations, rules or agreements, including without limitation judicial process. Such documents include, but are not limited to, passport, driver's license, utility bills, photographs of associated individuals, government identification cards, or sworn statements.

Contributor consents to Company disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements. Contributor acknowledges that Company may refuse to distribute XDCE Tokens to Contributor until such requested information is provided.

4.2. Taxes. Contributor acknowledges, understands and agrees that: (a) the contribution and receipt of XDCE Tokens may have tax consequences for Contributor; (b) Contributor is solely responsible for Contributor's compliance with Contributor's tax obligations; and (c) Company bears no liability or responsibility with respect to any tax consequences to Contributor.

ARTICLE FIVE: REPRESENTATIONS AND WARRANTIES OF CONTRIBUTOR

By buying XDCE Tokens, Contributor represents and warrants to each of the XinFin Parties that:

5.1. Not a Chinese Person: Contributor is not a Chinese person.

5.2. Authority. Contributor has all requisite power and authority to execute and deliver this Agreement, to use the XDCE Distribution Contract and the XDCE Smart Contract, contribution XDCE Tokens, and to carry out and perform its obligations under this Agreement.

- a. If an individual, Contributor is at least 18 years old and of sufficient legal age and capacity to contributionXDCE Tokens.
- b. If a legal person, Contributor is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business.

5.3. No Conflict. The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice: (a) any provision of Contributor's organizational documents, if applicable; (b) any provision of any judgment, decree or order to which Contributor is a party, by which it is bound, or to which any of its material assets are subject; (c) any material agreement, obligation, duty or commitment to which Contributor is a party or by which it is bound; or (d) any laws, regulations or rules applicable to Contributor.

5.4. No Consents or Approvals. The execution and delivery of, and performance under, this Agreement require no approval or other action from any governmental authority or person other than Contributor.

5.5. Contributor Status. Contributor is not subject to any of the disqualifying events listed in Rule 506(d)(1) of Regulation D under the Securities Act of 1933 (a "Contributor Event"), and there is no proceeding or investigation pending or, to the knowledge of Contributor, threatened by any governmental authority, that would reasonably be expected to become the basis for a Contributor Event.

5.6. Contributor Knowledge and Risks of Project. Contributor has sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, to be able to evaluate the risks and merits of Contributor's contribution of XDCE Tokens, including but not limited, to the matters set forth in this Agreement, and is able to bear the risks thereof, including loss of all amounts paid, loss of XDCE Tokens, and liability to the XinFin Parties and others for its acts and omissions, including with limitation those constituting breach of this Agreement, negligence, fraud or willful misconduct. Contributor has obtained sufficient information in order to make an informed decision to contributionXDCE Tokens.

5.7. Funds; Payments.

- a. Funds. The funds, including any fiat, virtual currency or cryptocurrency, Contributor uses to contribution XDCE Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Contributor will not use the XDCE Tokens to finance, engage in, or otherwise support any unlawful activities.
- b. Payments. All payments by Contributor under this Agreement will be made only in Contributor's name, from a digital wallet or bank account not located in a country or territory that has been designated as a "non-cooperative country or territory" by the Financial Action Task Force, and is not a "foreign shell bank" within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 et seq.), as amended, and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.

5.8. Miscellaneous Regulatory Compliance.

- a. Anti-Money Laundering; Counter-Terrorism Financing. To the extent required by applicable law, Contributor complies with all anti-money laundering and counter-terrorism financing requirements.
- b. Sanctions Compliance. Neither Contributor, nor any person having a direct or indirect beneficial interest in Contributor or XDCE Tokens being acquired by Contributor, or any person for whom Contributor is acting as agent or nominee in connection with XDCE Tokens, is the subject of sanctions administered or enforced by any country or government (collectively, "Sanctions") or is organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions.

ARTICLE SIX: DISCLAIMERS

6.1. Contributor expressly acknowledges, understands and agrees that Contributor is using the XDCE Distribution Contract, the XDCE Token Contract and purchasing XDCE Tokens at the Contributor's sole risk and that the XDCE Distribution Contract, the XDCE Token Contract and XDCE Tokens are each provided, used and acquired on an "AS IS" and on an "AS AVAILABLE" basis without representations, warranties, promises or guarantees whatsoever of any kind by Company and Contributor shall rely on its own examination and investigation thereof.

6.2. No Representation or Warranty. (A) COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; AND (B) WITH RESPECT TO THE XDCE DISTRIBUTION CONTRACT, THE XDCE TOKEN CONTRACT AND THE XDCE TOKENS, COMPANY SPECIFICALLY DOES NOT REPRESENT AND WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

ARTICLE SEVEN: RISKS

XDCE TOKENS MAY HAVE NO VALUE. CONTRIBUTOR MAY LOSE ALL AMOUNTS PAID. Contributor has carefully reviewed, acknowledges, understands and assumes the following risks, as well as all other risks associated with the XDCE Tokens (including those not discussed herein), all of which could render the XDCE Tokens worthless or of little value:

7.1. No Rights, Functionality or Features. XDCE Tokens have no rights, uses, purpose, attributes, functionalities or features, express or implied. XDCE Tokens do not entitle holders to participate on the XDCE Platform, even if the XDCE Platform is launched and the XDCE01 Software's development is finished and the XDCE01 PROTOCOL is adopted and implemented.

7.2. XDC Platform. Contributor should not contribute XDC Tokens in reliance on the XDC Platform because XDC Tokens are not usable on the XDC Platform and do not entitle Contributor to anything with respect to the XDC Platform.

7.3. Contribution Price Risk. The distribution of XDC Tokens will occur at the end of each set period during the XDC Distribution Period. The contribution price a Contributor receives for XDC Tokens depends upon the actions of all other users sending ether ("ETH") to the XDC Token Contract during the same period. Everyone sending ETH during the same period receives the same price. It is possible for other people to send in a large amount of ETH after Contributor and dramatically increase the price Contributor and everyone else pays per XDC Token received. There are no guarantees as to the price of XDC Tokens contributed by Contributor and no guarantees that the price per XDC Token determined each period by the market will be equal to or higher in the subsequent periods of the XDC Distribution Period. There is the possibility that the price per XDC Token in subsequent periods of the XDC Distribution Period falls below the price paid by initial Contributors of XDC Tokens during the XDC Distribution Period. XinFin reserves the right to change the duration of the XDC Distribution Period for any reason, including, without limitation, bugs in the XDC Distribution Contract or the XDC Token Contract or the unavailability of the Website or other unforeseen procedural or security issues.

7.4. Blockchain Delay Risk. On the Ethereum blockchain, timing of block production is determined by proof of work so block production can occur at random times. For example, ETH contributed to the XDC Smart Contract in the final seconds of a distribution period may not get included for that period. Contributor acknowledges and understands that the Ethereum blockchain may not include the Contributor's transaction at the time Contributor expects and Contributor may not receive XDC Tokens the same day Contributor sends ETH.

7.5. Ethereum Blockchain. The Ethereum blockchain is prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the Ethereum network in an attempt to gain an advantage in purchasing cryptographic tokens. Contributor acknowledges and understands that Ethereum block producers may not include Contributor's transaction when Contributor wants or Contributor's transaction may not be included at all.

7.6. Ability to Transact or Resell. Contributor may be unable to sell or otherwise transact in XDC Tokens at any time, or for the price Contributor paid. By using the XDC Distribution Contract or the XDC Token Contract or by purchasing XDC Tokens, Contributor acknowledges, understands and agrees that: (a) XDC Tokens may have no value; (b) there is no guarantee or representation of liquidity for the XDC Tokens; and (c) the XinFin Parties are not and shall not be responsible for or liable for the market value of XDC Tokens, the transferability and/or liquidity of XDC Tokens and/or the availability of any market for XDC Tokens through third parties or otherwise.

7.7. Token Security. XDC Tokens may be subject to expropriation and or/theft. Hackers or other malicious groups or organizations may attempt to interfere with the XDC Distribution Contract, the XDC Token Contract or the XDC Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Ethereum platform rests on open source software and XDC Tokens are based on open source software, there is the risk that Ethereum smart contracts may contain intentional or unintentional bugs or weaknesses which may negatively affect the XDC Tokens or result in the loss of Contributor's XDC Tokens, the loss of Contributor's ability to access or control Contributor's XDC Tokens or the loss of ETH in Contributor's account. In the event of such a software bug or weakness, there may be no remedy and holders of XDC Tokens are not guaranteed any remedy, refund or compensation.

7.8. Access to Private Keys. XDC Tokens contributed by Contributor may be held by Contributor in Contributor's digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with Contributor's digital wallet or vault storing XDC Tokens will result in loss of such XDC Tokens, access to Contributor's XDC Token balance and/or any initial balances in blockchains created

by third parties. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service Contributor uses, may be able to misappropriate Contributor's XDCE Tokens. Company is not responsible for any such losses.

7.9. XDCE Tokens Will Become Non-Transferable. Contributor acknowledges and understands that XDCE Tokens will become non-transferable within twenty-three (23) hours after the end of the XDCE Distribution Period. At this time, Contributor will no longer be able to map a public key to Contributor's account and Contributor will not be able to transfer XDCE Tokens on the Ethereum blockchain. Some cryptocurrency exchanges may on their own accord enable XDCE Tokens to continue trading, but the exchanges will be unable to accept new deposits or authorize withdrawals of XDCE Tokens.

7.10 New Technology. The XDCE01 PROTOCOL and the XDCE Platform and all of the matters set forth in the White Paper are new and untested. The XDCE01 PROTOCOL might not be capable of completion, implementation or adoption. It is possible that no blockchain utilizing the XDCE01 PROTOCOL will be ever be launched and there may never be an operational XDCE Platform. Contributor should not rely on the XDCE01 PROTOCOL or the ability to receive tokens associated with the XDCE Platform in the future. Even if the XDCE01 PROTOCOL is completed, implemented and adopted, it might not function as intended, and any tokens associated with a blockchain adopting the XDCE01 PROTOCOL may not have functionality that is desirable or valuable. Also, technology is changing rapidly, so the XDCE Tokens and any tokens transferable on the XDCE Platform may become outdated.

7.11. Reliance on Third-Parties. Even if completed, the XDCE01 PROTOCOL will rely, in whole or partly, on third parties to adopt and implement it and to continue to develop, supply, and otherwise support it. There is no assurance or guarantee that those third parties will complete their work, properly carry out their obligations, or otherwise meet anyone's needs, all of might have a material adverse effect on the XDCE01 PROTOCOL and XDCE Platform.

7.12. Failure to Map a Public Key to Contributor's Account. Failure of Contributor to map a public key to Contributor's account may result in third parties being unable to recognize Contributor's XDCE Token balance on the Ethereum blockchain when and if they configure the initial balances of a new blockchain based upon the XDCE01 PROTOCOL of which Company makes no representation or guarantee.

7.13. Exchange & Counterparty Risks. If Contributor sends ETH to the XDCE Token Contract from an exchange or an account that Contributor does not control, pursuant to the XDCE Token Contract, XDCE Tokens will be allocated to the account that has sent ETH; therefore, Contributor may never receive or be able to recover Contributor's XDCE Tokens. Furthermore, if Contributor chooses to maintain or hold XDCE Tokens through a cryptocurrency exchange or other third party, Contributor's XDCE Tokens may be stolen or lost. In addition, third parties may not recognize Contributor's claim to any derivative tokens if and when launched by third parties according to the distribution rules set in the XDCE01Software. By using the XDCE Distribution Contract, using the XDCE Token Contract and/or by purchasing XDCE Tokens, Contributor acknowledges and agrees that Contributor sends ETH to the XDCE Token Contract through an exchange account and/or holds XDCE Tokens on a cryptocurrency exchange or with another third party at Contributor's own and sole risk.

7.14 Changes to the XDCE01Software. The XDCE01 PROTOCOL is still under development and may undergo significant changes over time. Although Company intends for the XDCE01 PROTOCOL to have the features and specifications set forth in the White Paper, Company may make changes to such features and specifications for any number of reasons, and any party that adopts the XDCE01 PROTOCOL and launches the XDCE Platform also may make changes, any of which may mean that the XDCE Platform does not meet Contributor's expectations.

7.15 Risk of Alternative Blockchains based on XDCE01Software. The XDCE01 PROTOCOL will not likely be licensed under an open source license until after the end of the XDCE Distribution Period; however, it is possible somebody will not respect the XDCE01 PROTOCOL copyright or will modify the XDCE01 PROTOCOL after it has been released under an open source license. Therefore, it is possible for someone to utilize the XDCE01 PROTOCOL to build and launch blockchain protocols using a token distribution other than the one intended for the XDCE Tokens pursuant to the XDCE01 PROTOCOL both prior to or after the XDCE01 PROTOCOL has become licensed as open source.

7.16 Risk of Lack of Transferability in Blockchain Cryptographic Token. The XDCE01 PROTOCOL is built such that any blockchain that adopts the XDCE01 PROTOCOL will require approval of holders of not less than 15% of the total issued and outstanding XDCE Tokens before tokens on such blockchain (the "Blockchain Tokens") can be transferred. In other words, if the XDCE01 PROTOCOL is adopted, it will be the responsibility of holders holding at least 15% of the issued and outstanding XDCE Tokens to adopt one or more blockchains in order for Blockchain Tokens received on such blockchains to be transferrable. Contributor acknowledges, understands and agrees that if the XDCE01 PROTOCOL is adopted and the requisite vote described above is not obtained, Contributor may not be able to transfer any Blockchain Tokens Contributor receives.

7.17. Project Completion. The development of the XDCE01 PROTOCOL may be abandoned for a number of reasons, including, but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.

7.18. Lack of Interest. Even if the XDCE01 PROTOCOL is finished and adopted and the XDCE Platform is launched, the ongoing success of the XDCE Platform relies on the interest and participation of third parties like developers. There can be no assurance or guarantee that there will be sufficient interest or participation in the XDCE Platform.

7.19. Uncertain Regulatory Framework. The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact XDCE Tokens in various ways, including, for example, through a determination that XDCE Tokens are regulated financial instruments that require registration. Company may cease the distribution of XDCE Tokens, the development of the XDCE01 PROTOCOL or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

7.20. Risk of Government Action. As noted above, the industry in which Company operates is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of Company and/or pursue enforcement actions against Company. Such governmental activities may or may not be the result of targeting Company in particular. All of this may subject Company to judgments, settlements, fines or penalties, or cause Company to restructure its operations and activities or to cease offering certain products or services, all of which could harm Company's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the XDCE Tokens and/or the development of the XDCE01Software.

ARTICLE EIGHT: LIMITATION OF LIABILITY; INDEMNIFICATION

8.1. Limitation of Liability. To the fullest extent permitted by applicable law, Contributor disclaims any right or cause of action against the XinFin Parties of any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part of any XinFin Party. Each of the XinFin Parties shall not be liable to Contributor for any type of Damages, even if and notwithstanding the extent a XinFin Party has been advised of the possibility of

such Damages. Contributor agrees not to seek any refund, compensation or reimbursement from a XinFin Party, regardless of the reason, and regardless of whether the reason is identified in this Agreement.

8.2. Damages. In no circumstances will the aggregate joint liability of the XinFin Parties, whether in contract, warrant, tort or other theory, for Damages to Contributor under this Agreement exceed the amount received by Company from Contributor.

8.3. Force Majeure. Contributor understands and agrees that Company shall not be liable and disclaims all liability to Contributor in connection with any force majeure event, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.

8.4. Release. To the fullest extent permitted by applicable law, Contributor releases the XinFin Parties from responsibility, liability, claims, demands, and/or Damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between Contributor and the acts or omissions of third parties.

8.5 Indemnification.

- a. To the fullest extent permitted by applicable law, Contributor will indemnify, defend and hold harmless and reimburse the XinFin Parties from and against any and all actions, proceedings, claims, Damages, demands and actions (including without limitation fees and expenses of counsel), incurred by a XinFin Party arising from or relating to: (i) Contributor's contribution or use of XDCE Tokens; (ii) Contributor's responsibilities or obligations under this Agreement; (iii) Contributor's breach of or violation of this Agreement; (iv) any inaccuracy in any representation or warranty of Contributor; (v) Contributor's violation of any rights of any other person or entity; and/or (vi) any act or omission of Contributor that is negligent, unlawful or constitutes willful misconduct.
- b. Company reserves the right to exercise sole control over the defense, at Contributor's expense, of any claim subject to indemnification under this Section 8.5. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Contributor and Company.

ARTICLE NINE: DISPUTE RESOLUTION

9.1. Informal Dispute Resolution. Contributor and Company shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a "Dispute"). If the Parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all Parties, such Dispute shall be finally settled by Binding Arbitration as defined in Section 9.2 below.

9.2. Binding Arbitration. Any Dispute not resolved within 90 days as set forth in Section 9.1 shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) rules in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the Parties. The number of arbitrators shall be one who shall be selected by Company. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English. The governing law of the Agreement shall be as set forth in Section 10.1 herein. The arbitration award shall be final and binding on the Parties ("Binding Arbitration"). The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets. Company and Contributor will each pay their respective attorneys' fees and expenses. Notwithstanding the foregoing,

Company reserves the right, in its sole and exclusive discretion, to assume responsibility for any or all of the costs of the arbitration.

9.3. No Class Arbitrations, Class Actions or Representative Actions. Any dispute arising out of or related to this Agreement is personal to Contributor and Company and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a dispute as a representative of another individual or group of individuals. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

ARTICLE TEN: MISCELLANEOUS

10.1. Governing Law and Venue. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the Singapore, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.

10.2. Assignment. Contributor shall not assign this Agreement without the prior written consent of XinFin. Any assignment or transfer in violation of this Section 10.2 will be void. Company may assign this Agreement to an affiliate. Subject to the foregoing, this Agreement, and the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

10.3. Entire Agreement. This Agreement, including the exhibits attached hereto and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by any XinFin Party about the XDCE Tokens, the XDCE01Software, the XDCE Platform, Blockchain Tokens or any other tokens on the XDCE Platform.

10.4. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the provision shall be modified to make it valid and, to the extent possible, effectuate the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

10.5. Modification of Agreement. Company may modify this Agreement at any time by posting a revised version on the Website, available at <http://xinfin.org>. The modified terms will become effective upon posting. It is Contributor's responsibility to check the Website regularly for modifications to this Agreement. This Agreement was last modified on the date listed at the beginning of this Agreement.

10.6. Termination of Agreement; Survival. This Agreement will terminate upon the completion of all sales in the XDCE Token Distribution. Company reserves the right to terminate this Agreement, in its sole discretion, in the event that Contributor breaches this Agreement. Upon termination of this Agreement: (a) all of Contributor's rights under this Agreement immediately terminate; (b) Contributor is not entitled to a refund of any amount paid; and (c) Articles 3, 4, 6, 7, 8, 9, and 10 will continue to apply in accordance with their terms.

10.7. No Waivers. The failure by Company to exercise or enforce any right or provision of this Agreement will not constitute a present or future waiver of such right or provision nor limit Company's right to enforce such right or provision at a later time. All waivers by Company must be unequivocal and in writing to be effective.

10.8. No Partnership; No Agency; No Third Party Beneficiaries. Nothing in this Agreement and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose. No Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party. This Agreement does not create any third party beneficiary rights in any person.

10.9. Electronic Communications. Contributor agrees and acknowledges that all agreements, notices, disclosures and other communications that Company provides Contributor pursuant to this Agreement or in connection with or related to Contributor's contribution of XDCE Tokens, including this Agreement, may be provided by Company, in its sole discretion, to Contributor, in electronic form.