

[08/08/18]

Version 1, dated [8/8/2018]

AORA COIN SALE TERMS

TABLE OF CONTENTS

Contents	Page
PART 1 – Introduction	3
1. TERMS OF SALE	3
2. AORA PROJECT	3
3. OTHER APPLICABLE TERMS/NEW SERVICES	4
PART 2 – Definitions and Interpretations	4
4. DEFINITIONS	4
5. INTERPRETATION	6
PART 3 – Token Sale	6
6. TOKEN SALE	7
7. KYC PROCESS	9
PART 4 – Distribution or Transfer of Token	10
8. DISTRIBUTION OF TOKENS	10
9. TRANSFERABILITY	11
PART 5 – AORA Project	11
10. DEVELOPMENT OR OPERATION OF THE AORA PROJECT AND/OR THE AORA PLATFORM	11
PART 6 – General terms	12
11. Risk Disclosure	12
12. YOUR REPRESENTATIONS AND WARRANTIES	12
13. NO WARRANTY	15
14. LIMITATION OF LIABILITY	15
15. INDEMNITIES	16
16. TERMINATION	16
17. PERSONAL DATA AND OTHER INFORMATION	17
18. INTELLECTUAL PROPERTY	17
19. FORCE MAJEURE	17
20. GENERAL	17
Schedule 1 Allocation of Token	20

Schedule 2 Risks21

PART 1 – Introduction

1. TERMS OF SALE

- 1.1** Your purchase of AORA Coin (the “**Tokens**”) during the Token Sale Event (as defined below) from Luminore 8 Pte. Ltd. (“**Company**”, “**we**”, “**our**” or “**us**”) is subject to the terms and conditions set forth herein (these “**AORA Coin Sale Terms**”).
- 1.2** By purchasing the Tokens during the Token Sale Event, you are agreeing to these AORA Coin Sale Terms. You agree that you have read and understood these AORA Coin Sale Terms.
- 1.3** **If you are below 18 years old:** you must obtain consent from your parent(s) or legal guardian(s), their acceptance of these AORA Coin Sale Terms and their agreement to take responsibility for: (i) your actions; (ii) any charges associated with your purchase or use of the Tokens; and (iii) your acceptance and compliance with these AORA Coin Sale Terms.
- 1.4** **These AORA Coin Sale Terms are not intended to and does 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 Singapore or any other jurisdiction. You acknowledge and agree that your decision to purchase, hold and/or use the Tokens is based primarily on the benefits to be gained from the right to use the Tokens for the Service (as defined below) in or through the AORA Platform (as defined below) and not on any fluctuations in value of the Tokens.**
- 1.5** You acknowledge and agree that the purchasing or holding of the Tokens does not grant you any right to participate in any pooled profits, income or other payments or returns.

2. AORA PROJECT

- 2.1** You understand that the Company plans to develop a blockchain-based online marketplace platform (“**AORA Platform**”) which: (i) facilitates purchase of products from popular webstores and marketplaces; and (ii) offers a suite of e-commerce blockchain technology solutions which include: (a) an online blockchain payment gateway for merchants who want to process cryptocurrency payments for their businesses and which allows consumers to purchase products using the Tokens, (b) a decentralised review system for brands, products, and merchants which may reward participants with the Tokens, and (c) end-to-end cross-border logistic management of issues such as landing costs and compliance (collectively, the “**Services**”). Additional information regarding the AORA Platform, the Services, and the Company is in further described in the whitepaper available at <https://www.aora.com> or at such other location as prescribed or notified by the Company from time to time (the “**Whitepaper**”). All descriptions in the Whitepaper are based on assumptions regarding the Company’s business and environment, as held by the Company on the date this Whitepaper was last updated, as well as the Company’s views and intentions as of such date. The Company’s assumptions, views, and intentions may change in view of future events.

2.2 In the Whitepaper and other documents and materials published by the Company, statements preceded by, followed by or which include words and expressions similar to “developing”, “believes”, “will”, “fulfilment”, “available”, “enable”, “expected”, “planned” and all descriptions of the Company are forward-looking statements, and due to risks, uncertainties, and future events, plans discussed in the Whitepaper and other documents and materials published by the Company may not occur as the Company expects, or at all. Do not place undue reliance on any forward-looking statements in the Whitepaper.

2.3 No representation or warranty, express or implied, is made as to the fairness, accuracy or completely of the information, opinions and conclusions contained in the Whitepaper and all other documents and materials published by the Company.

3. OTHER APPLICABLE TERMS/NEW SERVICES

3.1 In addition to these AORA Coin Sale Terms, the use of specific aspects of the AORA Platform or Service and/or more comprehensive or updated versions of the AORA Platform or Service may be subject to additional terms and conditions (“**Additional Terms**”), which will apply in full force and effect. By agreeing to these AORA Coin Sale Terms, you also agree to such Additional Terms.

3.2 The Company reserves the right (but shall not be obliged) to introduce new applications, services, functions and/or features (collectively, “**New Services**”) to the AORA Platform and/or Service. The term “**Service**” shall include New Services which are provided at no charge or fee unless otherwise indicated.

3.3 All New Services shall be governed by these AORA Coin Sale Terms and may be subject to Additional Terms which you shall be required to agree to before access to and use of such New Services are provided. In the event of any inconsistency between these AORA Coin Sale Terms and the Additional Terms, the Additional Terms shall prevail unless otherwise provided.

PART 2 – Definitions and Interpretations

4. DEFINITIONS

4.1 In these AORA Coin Sale Terms, unless the context otherwise requires, the following expressions shall have the following meanings:

4.1.1 “**Address**” shall have the meaning ascribed to it in Clause 6.3.7.

4.1.2 “**AORA Coin Sale Terms**” shall have the meaning ascribed to it in Clause 1.1.

4.1.3 “**AORA Platform**” shall have the meaning ascribed to it in Clause 2.1.

4.1.4 “**Applicable Exchange Rate**” means:

- (i) if the Company receives your Payment in ETH or BTC on a specific date in Singapore (during Singapore time, GMT +8) (by way of example, at 23:59h on 5 September 2018), the closing price in USD for ETH or BTC (as the case may be) shown at <https://coinmarketcap.com/> for the following date (in the example, 6 September 2018, regardless of the time zone used by such website); or
- (ii) if the Company receives your Payment in SGD on a specific date in Singapore (during Singapore time, GMT +8) (by way of example, at 23:59h on 5 September 2018), the closing exchange rate for SGD/USD shown at <https://www.xe.com> for the following date (in the example, 6 September 2018, regardless of the time zone used by such website).

- 4.1.5 “**Company**” shall have the meaning ascribed to it in Clause 1.1.
- 4.1.6 “**Company Group**” shall have the meaning ascribed to it in Clause 17.1.
- 4.1.7 “**Company Materials**” shall have the meaning ascribed to it in Clause 18.1.
- 4.1.8 “**Company Representatives**” shall have the meaning ascribed to it in Clause 17.1.
- 4.1.9 “**Discounted Amount**” means your Payment (denominated in USD using the relevant Applicable Exchange Rates) minus administrative and transaction fees, including fees attributable to the transfer, receipt, storage and/or conversion of the transferred Payment Currency, of a maximum of 3% of the Payment. For the avoidance of doubt, the Discounted Amount will always be denominated in USD.
- 4.1.10 “**GST**” means goods and services tax charged under the Goods and Services Tax Act, Chapter 117A of Singapore;
- 4.1.11 “**Hard Cap**” shall have the meaning ascribed to it in Clause 6.3.5.
- 4.1.12 “**Laws and Legal Requirements**” means any of the following, as applicable and in any relevant jurisdiction, from time to time: (i) laws, legislations, statutes, principles of equity and regulatory requirements; (ii) conditions, regulations, judgements, injunctions, acts, directives, orders, policies, restrictions, guidelines, quality of service standards, requests, requirements, codes of practices, bye-laws, prohibitions or measures of any kind on the part of any court, governmental, parliamentary, regulatory or other competent authority; (iii) any permits and licences, applicable or necessary for the performance of an activity or undertaking; and (iv) industry standards or any codes of conduct or rules of any industry body.
- 4.1.13 “**Payment**” shall have the meaning ascribed to it in Clause 6.3.7.
- 4.1.14 “**Payment Currency**” shall have the meaning ascribed to it in Clause 6.3.2.
- 4.1.15 “**Personal Data**” means all data which is defined to be “personal data” under the Personal Data Protection Act 2012 (No. 26 of 2012, Singapore). This includes all

information which identifies or which relates to an individual. Examples of Personal Data are an individual's name, NRIC number or FIN, name and residential address, or mobile telephone number.

- 4.1.16 "**Private Sale**" shall have the meaning ascribed to it in Clause 6.2.1.
- 4.1.17 "**Purchaser Wallet**" shall have the meaning ascribed to it in Clause 8.1.
- 4.1.18 "**Revenue**" shall have the meaning ascribed to it in Clause 10.2.
- 4.1.19 "**Services**" shall have the meaning ascribed to it in Clause 2.1.
- 4.1.20 "**Singapore Dollar(s)**" or "**SGD**" means the lawful currency of Singapore
- 4.1.21 "**Tokens**" shall have the meaning ascribed to it in Clause 1.1.
- 4.1.22 "**Token Price**" shall have the meaning ascribed to it in Clause 6.3.1.
- 4.1.23 "**Token Sale**" shall have the meaning ascribed to it in Clause 6.1.
- 4.1.24 "**Token Sale Event**" means the Pre-Sale, the Public Sale and the Private Sale.
- 4.1.25 "**Trademarks**" shall have the meaning ascribed to it in Clause 18.1.
- 4.1.26 "**US\$**" and "**USD**" mean the lawful currency of the United States of America.
- 4.1.27 "**Website**" means the website located at www.aora.com.
- 4.1.28 "**Whitepaper**" shall have the meaning ascribed to it in Clause 2.1.

5. INTERPRETATION

- 5.1 In these AORA Coin Sale Terms: (i) whenever the words "include", "includes" or "including" are used in these AORA Coin Sale Terms, they will be deemed to be followed by the words "without limitation"; (ii) words importing the singular only shall also include the plural and vice versa where the context requires; (iii) references to a statute or statutory provision in these AORA Coin Sale Terms are to Singapore statutes or statutory provision unless otherwise stated, and shall include that statute or provision as from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to the subject matter of or the transactions entered into in accordance with these AORA Coin Sale Terms; and (iv) clause headings are inserted for convenience only and shall not affect the interpretation of these AORA Coin Sale Terms.

PART 3 – Token Sale

6. TOKEN SALE

6.1 Number of Tokens: You acknowledge and understand that subject to all necessary permits, approvals (including any applicable regulatory and/or shareholders' approvals) and registrations to be obtained by the Company, the Company intends to create and issue 625,000,000 Tokens which will be allocated as described in Schedule 1. During the Token Sale Event, a maximum of 250,000,000 Tokens will be made available for sale in accordance with these AORA Coin Sale Terms ("**Token Sale**").

6.2 Token Sale Event:

6.2.1 Private Sale: The Company may conduct private sales of the Tokens at any time prior to the Closing (the "**Private Sale**").

6.2.2 Pre-sale: The Company will conduct pre-sales of the Tokens beginning at 00:00 GMT +8 on 1 September 2018, and ending at 23:59 GMT +8 on 30 September 2018 (the "**Pre-Sale**").

6.2.3 Public Sale: The Company will conduct a public sale of the Tokens beginning at 00:00 GMT +8 on 1st November 2018, and ending at 23:59 GMT +8 on 30 November 2018 (the "**Public Sale**").

6.2.4 Closure of Token Sale: Subject to Clauses 6.2.5, 6.2.6 and 6.3.6, the Token Sale will close upon completion of the Token Sale Event or when the Hard Cap (as defined below) is reached, whichever occurs first ("**Closing**").

6.2.5 At any time prior to the Closing, the Company may, at its sole discretion, either temporarily suspend or permanently abort the Token Sale for any reason. In the event that the Token Sale is suspended prior to the Closing:

- (i) the Tokens may not be available for purchase for the suspension period specified by the Company;
- (ii) the Company may further extend any period of suspension by providing notice under these AORA Coin Sale Terms; and
- (iii) the Company reserves the right to abort the Token Sale during and following any suspension period.

6.2.6 Permits, approvals or registrations:

- (i) Although the Company will use its commercially reasonable endeavours to create and issue the Tokens for the Token Sale, in the event that any of the necessary permits, approvals (including any applicable regulatory and/or shareholders' approvals) or registrations is not successfully obtained by the Company, such event may delay or prohibit the creation, distribution and/or

sale of the Tokens by the Company. In such event, the Company may, at its sole discretion, abort the Token Sale.

- (ii) In the event that:
 - (a) the Company aborts the Token Sale in accordance with Clause 6.2.6(i);
or
 - (b) the Company delays the creation and/or distribution of the Tokens in accordance with Clause 6.2.6(i) and does not distribute the Tokens by [01/01/2019],

the Company will refund the Discounted Amount to you. In such event, you acknowledge and agree that the Company will be under no obligation to distribute any Tokens in accordance with Clause 8.1.

6.3 Payment

6.3.1 Token Price: During the Token Sale Event, the Tokens will be sold at the following price: US\$0.20 per 1 Token ("**Token Price**").

6.3.2 Payment Currency & Exchange rate: While the Token Price is set in USD, Tokens may be purchased in ETH, BTC, SGD or USD ("**Payment Currency**"). The amount of the relevant Payment Currency (except for USD) representing the Token Price will be calculated based on the relevant Applicable Exchange Rate.

6.3.3 Minimum Purchase Amount: If you send less than USD 5,000 during the Pre-Sale or USD 500 during the Public Sale to the Address (defined below) (in Payment Currency), you will not receive any Tokens, and the total value of the Payment Currency you send will be forfeited and will not be refunded.

6.3.4 Availability of Bonus Tokens: During the Pre-Sale, you will be entitled to receive additional ten per cent. (10%) of the number of the Tokens you have purchased (such additional Tokens shall be referred to as the "**Bonus Tokens**").

6.3.5 Hard cap:

- (i) The maximum number of the Tokens available for the Token Sale will be 250,000,000 Tokens ("**Hard Cap**").
- (ii) If you send your Payment to the Address after the Hard Cap has been reached, you acknowledge and agree that we will refund the Discounted Amount to you.

6.3.6 Soft cap: The Company may abort the Token Sale if the total number of Tokens sold through the Token Sale is less than 100 million Tokens ("**Soft Cap**") on 30th November 2018. In the event of such abortion, you acknowledge and agree that we will refund the Discounted Amount to you.

- 6.3.7 Payment:** Within one day of our notification that you have successfully completed the KYC Process (defined below), you must pay the full Token Price (the “**Payment**”), by transferring the amount of the relevant Payment Currency representing the full Token Price to: (i) in the case of ETH and BTC, the address notified by us; and (ii) in the case of the Payment in SGD or USD, the bank account notified by us (collectively, “**Address**”).
- 6.3.8** You are solely responsible for ensuring that: (i) the Payment is transferred to the correct Address without errors; and (ii) you transfer sufficient Payment to purchase the number of the Tokens you wish to purchase. You shall bear any third party transaction fees that may be incurred in connection with the Payment.
- 6.3.9 No refund:** Unless otherwise stated herein, you acknowledge and agree that all the Payment is final, irreversible and non-refundable. You have no right to request a refund for any reason or to receive money or other compensation from the Company for any Token, even if that Token is not used or remains unused.
- 6.3.10** Payment must be received by the Company prior to Closing, and any Payment received after Closing may not be accepted. The Company disclaims any responsibility or obligations in respect of any such late Payments, including for any return thereof.
- 6.3.11** The Company reserves the right to refuse or cancel any purchase of the Tokens or the Payment at any time in its sole discretion.
- 6.4 Unsold Tokens:** In the event that not all of the Tokens are sold during the Token Sale Event, all unsold Tokens will be destroyed by the Company
- 6.5 Tax:** Any amounts that you pay for the Tokens are exclusive of all applicable taxes except for GST. You are solely responsible for determining what, if any, taxes apply to your purchase of the Tokens, including sales, use, value added, and similar taxes. It is your sole responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. The Company is not responsible for withholding, collecting, reporting, or remitting any taxes (except for GST) including sales, use, value added, or similar tax arising from your purchase of the Tokens.
- 6.6 Subsequent sale of the Tokens:** Company may sell any Tokens retained by the Company, outside of the Token Sale Event, from time to time and without prior notice.

7. KYC PROCESS

- 7.1** You agree to complete all our required “know your client” process or procedure (“**KYC Process**”) by executing and delivering to the Company any and all other documents and/or providing the Company with any additional information, including all such documents or information as may be requested by the Company from time to time or as required by the Laws and Legal Requirements. Depending on the circumstances the Company may require:

7.1.1 documents to verify your identity, income, assets, residency or tax status; and

7.1.2 that you issue various confirmations, or fill in particular forms.

7.2 You agree and acknowledge that your failure to complete the KYC Process may delay or prohibit the sale and/or the distribution of the Tokens (including the Bonus Tokens) by the Company.

PART 4 – Distribution or Transfer of Token

8. DISTRIBUTION OF TOKENS

8.1 Distribution of the Tokens and Bonus Tokens: Subject always to Clause 6.2.6, upon confirmation by the Company of receipt of the Payment, the Company will ensure that:

8.1.1 the applicable number of the Tokens (excluding Bonus Tokens) will be distributed to your Ethereum network wallet address specified in the relevant AORA Coin purchase form (“**Purchaser Wallet**”) in accordance with the timeline specified in the relevant AORA Coin purchase form ; and

8.1.2 where applicable, (i) fifty per cent. (50%) of the Bonus Tokens will be distributed to the Purchaser Wallet no later than [7] days of the distribution of the Tokens in accordance with Clause 8.1.1, and (ii) the remaining fifty per cent. (50%) of the Bonus Tokens will be distributed to the Purchaser Wallet within [6] months of the distribution of the Tokens in accordance with Clause 8.1.1,

provided that: (i) you have successfully completed the KYC Process in accordance with 7; and (ii) the Company reserves the right to extend the Token distribution deadline if necessary to address any unanticipated technical difficulties. Although we will endeavour to meet these timelines, we do not provide any warranty or guarantee that this distribution will occur within a given time period.

8.2 Purchaser Wallet: You are responsible for implementing all reasonable and appropriate measure for securing the Purchaser Wallet and any other wallet, vault or other storage mechanism you use to receive and hold the Tokens purchased from Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Tokens. Without prejudice to Clause 14, the Company shall not be responsible or liable for any damages, loss or expense, including direct, indirect, special, or consequential damage, or economic loss, arising from or in connection with: (i) your failure to implement reasonable measures to secure the wallet, vault or other storage mechanism you use to receive and hold the Tokens or the relevant access credentials; or (ii) the loss of or unauthorized use of any of your access credentials.

8.3 ERC-20 compliant tokens: The Tokens will be distributed to you as ERC-20 compliant Ethereum network tokens.

8.4 The Company reserves the right to migrate the ERC-20 Tokens to another protocol in the future should the Company determine, in its reasonable discretion, that doing so is necessary or desirable for the operation of the AORA Platform. Upon the Company's request, you agree to take any and all actions reasonably necessary to effectuate the migration of your ERC-20 Tokens to another protocol identified by the Company. If you fail to effectuate such migration, the Tokens may not be compatible with the Services going forward. Notwithstanding any other provision of these AORA Coin Sale Terms, the Company and its related corporations shall not be responsible or liable for any damages, losses, costs, fines, penalties or expenses of whatever nature, whether or not reasonably foreseeable by the parties, which you may suffer, sustain or incur, arising out of or relating to your failure to effectuate such migration of your ERC-20 Tokens to another protocol identified by the Company.

8.5 If distribution of any Tokens to you, or the holding of any Tokens by you, is or becomes impossible or a violation of any Laws and Legal Requirements, or the Company suspects that this may be the case, then the Company:

8.5.1 is under no obligation to distribute any Tokens nor return any Payment to you (unless otherwise stated herein), in either case, to any other person or entity;

8.5.2 may require you to, and you agree to, return Tokens that you hold;

8.5.3 may disable, deactivate or destroy any Tokens that you hold; and

8.5.4 reserves the right to terminate its relationship with you and take any actions considered necessary or desirable for the Company to meet the relevant Laws and Legal Requirements.

9. TRANSFERABILITY

9.1 Following your purchase of the Tokens, you may transfer or sell the Tokens to any other person provided that the wallet to which the Tokens are transferred must be compatible with ERC-20 compliant Ethereum network tokens.

9.2 Upon any such transfer or sale, your transferee/buyer shall be deemed to have agreed to these AORA Coin Sale Terms. You must inform the transferee or buyer of these AORA Coin Sale Terms and you must not transfer/sell Tokens to persons who do not agree to these AORA Coin Sale Terms.

PART 5 – AORA Project

10. DEVELOPMENT OR OPERATION OF THE AORA PROJECT AND/OR THE AORA PLATFORM

10.1 You understand and accept that the development and operation of the AORA project or the AORA Platform will be handled by the Company or its related corporations. The Company

has the right to engage sub-contractors to perform the entire or partial development and operation of the AORA project and/or the AORA Platform.

- 10.2** All revenue generated as part of the AORA project and/or the AORA Platform (“**Revenue**”) shall belong to the Company.
- 10.3** You understand and accept that you should not have any expectation of influence over governance or participation in the operation, development or management of the AORA project or the AORA Platform.
- 10.4** You understand and accept that the AORA project and/or the AORA Platform will need to go through substantial development works as part of which they may become subject of significant conceptual, technical and commercial changes before release.

PART 6 – General terms

11. Risk Disclosure

- 11.1** You acknowledge and accept that there are risks associated with the purchase, sale, use, creation and/or distribution of the Tokens and the operation and/or the development of the AORA Platform including as disclosed and explained in Schedule 2. By purchasing, holding or using the Tokens, you expressly acknowledge and assume these risks.

12. YOUR REPRESENTATIONS AND WARRANTIES

- 12.1** You represent and warrant that:
 - 12.1.1** you have carefully reviewed and understood these AORA Coin Sale Terms (including all Schedules which are part of these AORA Coin Sale Terms) and have full power, authority and capacity to comply with these AORA Coin Sale Terms;
 - 12.1.2** you have sufficient understanding of technical and business matters (including those that relate to the AORA Platform), cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand these AORA Coin Sale Terms and to appreciate the risks and implications of purchasing the Tokens;
 - 12.1.3** your purchase of the Tokens complies with applicable Laws and Legal Requirements in your jurisdiction including: (i) legal capacity and any other threshold requirements in your jurisdiction for the purchase of the Tokens; (ii) any foreign exchange or regulatory restrictions applicable to such purchase; and (iii) any governmental or other consents that may need to be obtained;
 - 12.1.4** you understand, acknowledge and accept the risks set out in Schedule 2, and you are fully aware of all restrictions and risks associated with the purchase, sale, use,

creation and/or distribution of the Tokens and the operation and/or the development of the AORA Platform and/or the AORA project;

- 12.1.5** you are purchasing the Tokens with funds which are from legitimate sources and which do not constitute the proceeds of criminal conduct, or realisable property, or the proceeds of terrorism financing or property of terrorist, within the meaning given in the Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act (Chapter 65A) and the Terrorism (Suppression of Financing) Act (Chapter 325), respectively. You understand that if any person resident in Singapore knows or suspects or has reasonable grounds for knowing or suspecting that another person is engaged in criminal conduct or is involved with terrorism or terrorist property and the information for that knowledge or suspicion came to their attention in the course of business in the regulated sector, or other trade, profession, business or employment, the person will be required to report such knowledge or suspicion to the Suspicious Transaction Reporting Office, Commercial Affairs Department of the Singapore Police Force. You acknowledge that such a report shall not be treated as a breach of the law of confidence or of any restriction upon the disclosure of information imposed by any applicable Laws and Legal Requirements, contractually or otherwise;
- 12.1.6** you have obtained sufficient information about the Tokens, the Token Sale and the AORA Platform to make an informed decision to purchase the Tokens;
- 12.1.7** you understand and accept that purchase, ownership, receipt, or possession of the Tokens carries no rights, express or implied, other than the rights as set out in these AORA Coin Sale Terms for the Token subject to limitations and conditions as expressed by the Company, and does not represent or confers any ownership right or stake, share, security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the AORA Platform and/or the Company and its related corporations;
- 12.1.8** you are purchasing the Tokens solely for the purpose of receiving the Services and supporting the development, testing, deployment and operation of the AORA Platform, being aware of the commercial risks associated with the Company and the AORA Platform. You are not purchasing the Tokens for any other purposes, including any investment, speculative or financial purpose or any illegal purpose;
- 12.1.9** you understand that the Token is not intended to be a digital currency, security, commodity, or any kind of financial instrument;
- 12.1.10** you will transfer the Tokens from the Purchaser Wallet only to a wallet that technically supports the Tokens. You understand and accept that failure to adhere to this practice may lead to the result that you will not gain access to your Tokens;
- 12.1.11** you will comply with any applicable tax obligations in your jurisdiction arising from your purchase of the Tokens;

- 12.1.12** if you are purchasing the Tokens on behalf of any entity, (i) such legal entity is duly organised or incorporated and validly existing under the applicable laws of the jurisdiction of its incorporation or organisation, (ii) you are authorized to accept these AORA Coin Sale Terms on such entity's behalf, and (iii) such entity will be responsible for breach of these AORA Coin Sale Terms by you or any other employee or agent of such entity (references to "you" in these AORA Coin Sale Terms refer to you and such entity, jointly);
- 12.1.13** you are not a citizen or resident of a geographic area in which the purchase, acceptance of delivery of the Tokens or use of the Tokens for the Services is prohibited by applicable Laws and Legal Requirements. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, you will immediately cease using the Tokens and/or the Services;
- 12.1.14** The crypto-currency assets you use to purchase the Tokens are not derived from or related to any unlawful activities, including money laundering or terrorist financing, and you will not use the Tokens to finance, engage in, or otherwise support any unlawful activities;
- 12.1.15** you understand that with regard to the Tokens, no market liquidity is guaranteed, the value of the Tokens may experience extreme volatility and/or depreciate to become valueless;
- 12.1.16** you will at all times maintain control of the Purchaser Wallet and keep your private keys associated with the Purchaser Wallet safe, and you will not share or disclose any credentials associated with the Purchaser Wallet with any other party. If you transfer the Tokens from the Purchaser Wallet into your another wallet owned by you, you will likewise at all times maintain control of such other wallet and keep your private keys associated with such other wallet safe, and you will not share or disclose any credentials associated with such other wallet with any other party;
- 12.1.17** you understand and accept that losing control of your private key associated the Purchaser Wallet or your another wallet will, any ETH or the Tokens associated with such wallets will be unrecoverable and will permanently and irreversibly deny your access to your Tokens. You understand that neither the Company nor any other person will be able to help you retrieve or reconstruct a lost private key or provide you with access to any lost Tokens;
- 12.1.18** you undertake to promptly provide any information and documents as may be requested by the Company in its discretion from time to time, including complying with applicable laws, rules, regulations, guidance issued by any regulatory authority, or any requests by any government authority, regulatory authority, judicial body or court. To the extent that you become aware of any change to the information or documents previously provided to the Company, you undertake to promptly notify the Company accordingly; and

12.1.19 to the extent required by applicable law, you comply with all anti-money laundering and counter the financing of terrorism requirements, including, but not limited to, (a) the applicable financial recordkeeping and reporting requirements of the U.S. Currency and Foreign Transaction Reporting Act of 1970, as amended (b) any applicable money laundering statutes of all jurisdictions in which you are located, and/or (c) any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental authority to which you are subject.

12.2 You undertake and agree to notify us immediately if any of the representations and warranties set out in Clause 12.1 becomes untrue, incomplete, invalid or misleading in any respect.

12.3 The Company reserves the rights to deny and invalidate the Payments made by, and/or withhold the distribution or activation of the Tokens from, any purchaser of the Tokens who has made a false, incomplete or misleading representation, in the opinion of the Company.

13. NO WARRANTY

13.1 The Tokens are sold and distributed “*as is*” and “*as available*”. NO WARRANTY OF ANY KIND, IMPLIED, EXPRESS OR STATUTORY, INCLUDING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM COMPUTER VIRUS OR OTHER MALICIOUS, DESTRUCTIVE OR CORRUPTING CODE, AGENT, PROGRAM OR MACROS, IS GIVEN IN CONJUNCTION WITH THE TOKENS, THE TOKEN SALE, THE AORA PLATFORM OR ANY INFORMATION AND MATERIALS PROVIDED TO YOU. Without prejudice to the generality of the foregoing, the Company does not warrant: (i) the accuracy, timeliness, adequacy, reliability or completeness of the Tokens, the Token Sale and/or the AORA Platform; (ii) that your purchase and use of the Tokens, your participation in the Token Sale and/or the operation or the development of the AORA Platform, will be uninterrupted, secure or free from errors or omissions or that any identified defect will be corrected; (iii) that the Tokens, the Token Sale and/or the AORA Platform will meet your requirements or are free from any virus or other malicious, destructive or corrupting code, agent, program or macros; and (iv) that your purchase of the Tokens and your use of the Tokens for the Service will not infringe rights of third parties.

14. LIMITATION OF LIABILITY

14.1 The Company shall in no event nor for any reason whatsoever be liable, even if the Company has been advised of the possibility of such damages, losses or expenses, for any damages, loss or expense, including direct, indirect, special, or consequential damage, or economic loss, arising from or in connection with: (i) the Tokens, the Token Sale and/or the AORA Platform; (ii) any system, server or connection failure, error, omission, interruption, delay in transmission, computer virus or other malicious, destructive or corrupting code, agent program or macros; or (iii) any images, services, products, information, data or other material made available by the Company.

14.2 Without prejudice to the generality of the foregoing, you will not hold the Company or its related corporations and their officers, employees or agents responsible or liable, in contract,

tort (including negligence or breach of statutory duty), equity or otherwise, for any damages, losses, expenses or costs (whether direct or indirect, or whether foreseeable or not) suffered or incurred by you arising out of or in connection with: (i) the purchase or the use of the Tokens, by you or other third party; or (ii) the AORA Platform or your use thereof or any third-party uses of the AORA Platform.

15. INDEMNITIES

15.1 You agree to indemnify and hold harmless the Company and its related corporations, and any of their officers, directors, agents, employees and licensors, from and against any and all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs or expenses (including legal fees on a solicitor-client basis) arising out of or relating to:

15.1.1 your purchase or use of the Tokens and/or your use of the AORA Platform;

15.1.2 your responsibilities or obligations under these AORA Coin Sale Terms;

15.1.3 your violation of any applicable law or any rights of the other person or entity;

15.1.4 your provision of false, incomplete or misleading information (including regarding your citizenship, residency, nationality or place of incorporation); or

15.1.5 your failure to secure the Purchaser Wallet or any other wallet, vault or other storage mechanism you used to send the Payment or in which you receive or hold the Tokens.

15.2 You will cooperate fully in the defence of any allegation or third-party legal proceeding. The Company reserves the right to assume the exclusive control and defence of any indemnified matter under this Clause 15.

16. TERMINATION

16.1 Notwithstanding anything else contained herein, the Company may immediate effect upon giving you notice in any of the manners prescribed in Clause 20.2.1 below terminate these AORA Coin Sale Terms if:

16.1.1 you commit a breach of any terms and conditions of these AORA Coin Sale Terms;

16.1.2 the Company reasonably considers it is required to do so by applicable Laws and Legal Requirements or by any government or authority; or

16.1.3 the Company determines that performing its obligations under these AORA Coin Sale Terms is no longer commercially viable.

16.2 **No refund:** In the event of any termination of these AORA Coin Sale Terms for any reason whatsoever, unless otherwise stated herein, you shall not be entitled to any refund of any of your Payments.

17. PERSONAL DATA AND OTHER INFORMATION

- 17.1** You agree that your Personal Data and other information may be collected, used and disclosed by the Company, its related corporations (the “**Company Group**”), and their respective business partners and agents (collectively, the “**Company Representatives**”) for purposes reasonably required by the Company Group and/or Company Representatives to enable them to facilitate the purchase, sale, distribution and use of the Tokens and the Services and/or to comply with any Laws and Legal Requirements.
- 17.2** We respect the rights you have under relevant data protection law. We collect, use and disclose your Personal Data for purposes as notified to you or as permitted by law.
- 17.3** If you have any enquiries, comments or suggestions about our collection or use of your Personal Data or this statement, we would be pleased to receive them if you contact our Data Protection Officer by email at: connect@ora.com.
- 17.4** If you would like to receive information about the Personal Data we have in relation to you, to update such Personal Data or to withdraw any consent you have provided to us previously, please contact our Data Protection Officer at the email address above.

18. INTELLECTUAL PROPERTY

- 18.1** All copyright and other intellectual property and proprietary rights in any information and/or any other material (including databases, text, graphics, photographs, animations, audio, music, video, links or other content) provided or made available by the Company (the “**Company Materials**”) belong to the Company or its licensors unless otherwise indicated. You may shall not copy, reproduce, distribute, modify, transmit, reuse, re-post, or use the Company Materials without the Company’s prior written permission. The trademarks, logos, and service marks (collectively the “**Trademarks**”) displayed on the Website are registered and unregistered Trademarks of the Company or where applicable, other third party proprietors. No right or licence is given to any party accessing the Website to reproduce or use any such Trademarks.

19. FORCE MAJEURE

- 19.1** The Company shall not be liable for any non-performance, error, interruption or delay in the performance of its obligations, if due, in whole or in part, directly or indirectly to an event or failure which is beyond its reasonable control (including acts of God, natural disasters, epidemics, acts of war or terrorism, acts of any government or authority, power failures, acts or defaults of the Ethereum network and/or any telecommunications network operator or carriers).

20. GENERAL

- 20.1** **Amendments to these AORA Coin Sale Terms:** The Company may impose such further terms and conditions and make such amendments to these AORA Coin Sale Terms as the Company may in its discretion deem fit from time to time. The Company will notify you of such

amendments by posting the amendments on the Website or such other method of notification as may be designated by the Company (such as via email or other forms of electronic communications), which you agree shall be sufficient notice for the purpose of this clause. You agree that if you continue to make the Payment and/or to hold and/or use the Tokens after being notified of such amendments to these AORA Coin Sale Terms, such Payment, hold and/or use shall constitute an affirmative: (a) acknowledgement by you of these AORA Coin Sale Terms and its amendments; and (b) agreement by you to abide and be bound by these AORA Coin Sale Terms and its amendments.

20.2 Notice

20.2.1 Any notice or other communication to you in connection with these AORA Coin Sale Terms: (a) may be given personally, by post or electronically if sent to the address then most recently notified by you to the Company; (b) if given personally, will be deemed to have been received upon delivery; (c) by post, will be deemed to have been received on the second day following posting; (d) if given electronically, will be deemed to have been received upon delivery (and a delivery report received by us will be conclusive evidence of delivery even if the communication is not opened by you).

20.2.2 All notices or other communication to the Company in connection with these AORA Coin Sale Terms shall be directed to connect@ora.com. All notices or other communications to the Company must be in English. Such notice will be deemed to have been received upon being opened by us.

20.3 Assignment:

20.3.1 These AORA Coin Sale Terms and all the rights and obligations of the Company under it may be assigned, transferred, novated or otherwise dealt with by the Company and will inure to the benefit of the successors and assigns of the Company, and you shall do all things necessary to facilitate such assignment, transfer, novation or dealing.

20.3.2 Unless otherwise stated herein, you may not assign your rights under these AORA Coin Sale Terms without the Company's prior written consent.

20.4 You acknowledge and agree that the Company's records and any records of the communications, transactions, instructions or operations made or performed, processed or effected through the AORA Platform and/or Service by you or any person purporting to be the you, acting on your behalf or purportedly acting on your behalf, with or without your consent, or any record of communications, transactions, instructions or operations relating to the operation of the AORA Platform and/or Service and any record of any communications, transactions, instructions or operations maintained by the Company or by any relevant person authorised by the Company relating to or connected with the AORA Platform and/or Service shall be binding on you for all purposes whatsoever and shall be conclusive evidence of such communications, transactions, instructions or operations.

- 20.5** You agree and acknowledge that these AORA Coin Sale Terms and the Service do not include the provision of Internet access or other telecommunication services by the Company. Any Internet access or telecommunications services (such as mobile data connectivity) required by you to access and use the Service shall be your sole responsibility and shall be separately obtained by you, at your own cost, from the appropriate telecommunications or internet access service provider.
- 20.6 Entire Agreement:** These AORA Coin Sale Terms constitutes the entire agreement between you and the Company regarding its subject matter and supersedes all prior agreements between you and the Company, whether written or oral, with respect to such subject matter.
- 20.7 Severability:** If any provision of these AORA Coin Sale Terms is held to be invalid, illegal or unenforceable (whether in whole or in part), such provision shall be struck and severed from these AORA Coin Sale Terms and the remaining provisions of these AORA Coin Sale Terms shall not be affected thereby.
- 20.8 Waiver:** No failure or delay to exercise the Company's rights under these AORA Coin Sale Terms shall operate as a waiver thereof nor shall such failure or delay affect the Company's right to enforce our rights under these AORA Coin Sale Terms.
- 20.9 Language:** If these AORA Coin Sale Terms is translated into a language other than English, the English text shall prevail.
- 20.10 Rights of Third Parties:**
- 20.10.1** No person or entity who is not a party to these AORA Coin Sale Terms shall have any right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore or other similar laws to enforce any term of these AORA Coin Sale Terms, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, this shall not affect the rights of any permitted assignee or transferee of these AORA Coin Sale Terms.
- 20.10.2** Without prejudice to the generality of Clause 20.10.1 above, the Company's right to vary, amend or rescind these AORA Coin Sale Terms in accordance with these AORA Coin Sale Terms may be exercised without the consent of any person or entity who is not a party to these AORA Coin Sale Terms.
- 20.11 Governing Law and Jurisdiction:** These AORA Coin Sale Terms shall be subject to, governed by and construed in accordance with the laws of Singapore. Parties hereby submit to the non-exclusive jurisdiction of the Singapore Courts.

Schedule 1
Allocation of Token

No.	Details of Allocation of Tokens	Number of Tokens	Number of Tokens to be allocated (in percentage)
1.	Number of Tokens available for sale during the Token Sale Event	250,000,000 Tokens	40%
2.	Number of Tokens allocated to management team	125,000,000 Tokens	20%
3.	Number of Tokens retained by the Company	93,750,000 Tokens	15%
4.	Number of Tokens allocated for bounty program	62,500,000 Tokens	10%
5.	Number of Tokens allocated to marketing campaigns related to the Token Sale	81,250,000 Tokens	13%
6.	Number of Tokens allocated to advisors	12,500,000 Tokens	2%
Total		625 million Tokens	100%

Schedule 2

Risks

By purchasing, holding and using the Tokens, you expressly acknowledge and assume the risks set out in this Schedule 2. If any of these risks, or other additional risks presently regarded to be immaterial actually materialise, the commercial viability of the AORA project and/or the AORA Platform may be materially and adversely affected, and could result in the failure of the Token Sale, the destruction of the Tokens and/or the termination of the development or operation of the AORA project and/or the AORA Platform.

1. Risk associated with the development, operation and maintenance of the AORA project and/or the AORA Platform:

- a. The AORA project and/or the AORA Platform are under development and may undergo significant changes before they are released or implemented. While the Company intends for the Tokens and the AORA Platform to function as described in the Whitepaper, the Company may have to make changes to various features or specifications of the Tokens or the AORA Platform. This may create the risk that the Tokens or the AORA Platform may not meet the expectations you may have (e.g. at the time of the Payment) and this may adversely impact the AORA Platform, the Tokens, and the potential utility of the Tokens.
- b. The AORA Platform may fail to be adequately developed or maintained or we may encounter difficulties during development or operation, including financial, resourcing and technical difficulties. This may create the risk that the Tokens or the AORA Platform may not meet your expectations at the time of the Payment and may negatively impact the AORA Platform and the Tokens, and the potential utility of the Tokens.
- c. The products and services that are offered by third parties through AORA Platform may be subject to applicable Laws and Legal Requirements in the relevant jurisdictions and may create the risk of infringing such Laws and Legal Requirements. This may negatively impact the AORA Platform, the Tokens, and the utility of the Tokens.
- d. The Service may involve the use, purchase or sale of data, this may be subject to applicable data protection laws and regulations in the relevant jurisdictions and may create the risk of infringing such laws and regulations. This may negatively impact the AORA Platform and the Tokens, and the utility of the Tokens.

2. Risks arising from no governance rights: Tokens confers no governance rights of any kind with respect to the AORA project, the AORA Platform and/or the Company. Accordingly, all decisions involving the AORA project, the AORA Platform and/or the Company will be made by the Company at its sole discretion, including decisions to discontinue the Company's products or services, the AORA project and/or the AORA Platform, to create and sell more Tokens for use in the AORA Platform, or to sell or liquidate the Company. These decisions could adversely affect the AORA project and/or the AORA Platform and the utility of any Tokens that you own, including the Tokens utility for obtaining the Services.

3. **Risk of failure, abandonment or delay of the AORA project:** The sale and creation of the Tokens and the development of the AORA project and/or the AORA Platform may fail, be abandoned or be delayed for a number of reasons, including lack of interest from the public, lack of funding, or lack of commercial success or prospects (e.g. caused by competing projects).
4. **Risk associated with the Ethereum blockchain:**
 - a. The Tokens, the Token Sale and/or the AORA Platform are based on the Ethereum blockchain which is still in a relatively early development stage and is unproven for this purpose. Any malfunction, flaws, breakdown or abandonment of the Ethereum blockchain may have a material adverse effect on the Tokens, the Token Sale and/or the AORA Platform. Furthermore, developments in cryptographic technologies and techniques or changes in consensus protocol or algorithms could present risks to the Tokens, the Token Sale and/or the AORA Platform, including the utility of the Tokens for obtaining the Services, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum blockchain. The Ethereum blockchain is also scheduled to change the cryptographic consensus mechanism it relies upon, to a “proof of stake” system, and there are risks relating to improper implementation of this new mechanism, and unanticipated adverse effects may result from such implementation.
 - b. **Risk of Ethereum mining attacks:** As with other cryptocurrencies, the Ethereum blockchain is susceptible to mining attacks, including double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks. Any successful attacks present a risk to the Tokens, the Token Sale and/or the AORA Platform, including proper execution and sequencing of transactions involving the Tokens.
 - c. **Risk of theft:** The Ethereum blockchain may be exposed to attacks by hackers or other individuals that could result in theft or loss of ETH, or the Tokens, impacting the ability to develop the AORA Platform.
5. **Regulatory risks:** It is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology, which may be contrary to the Token and/or the AORA Platform and which may, inter alia, result in substantial modifications of the AORA Platform and/or the AORA project, including termination and the loss of the Tokens.
6. **Risks associated with other applications:** The AORA project may give rise to other alternative projects promoted by unaffiliated third parties, under which the Tokens will have no intrinsic value.
7. **Risk of Loss of private key:** The Tokens may only be accessed with a combination of private key and password. The private key is encrypted with a password. Loss of requisite private key(s) associated with your digital wallet or vault storing the Tokens will result in loss of such Tokens which will be unrecoverable and permanently lost.
8. **Risk of hacking and security weaknesses:** The Tokens, the Token Sale, the AORA Platform (if and when developed) and the Company may be targeted by hackers or malicious groups or organisations who may attempt to interfere with the AORA Platform or the Tokens and/or the

Token Sale or steal the Tokens in various ways, including malware attacks, distributed denial of service, consensus-based attacks, Sybil attacks, phishing, smurfing and hacking. Furthermore, there is a risk that a third party or a member of the Company may intentionally or unintentionally introduce weaknesses into the core infrastructure of the AORA Platform, which could negatively affect the AORA Platform, the Tokens and/or the Token Sale, including the utility of the Tokens for obtaining Services.

9. **Risks associated with taxation:** The tax treatment and accounting of the Tokens is uncertain and may vary amongst jurisdictions. You must seek independent tax advice in connection with purchasing the Tokens, which may result in adverse tax consequences to you.
10. **Risks associated with volatility of Payment Currency:** The value of the Payment Currency may fluctuate significantly over a short period of time as a result of various factors including market dynamics, regulatory changes, technical advancements, and economic and political factors. Due to such volatility, the Company may not be able to fund development of the AORA Platform, or may not be able to maintain the AORA Platform in the manner that it intended.
11. **Technology risks:** The Tokens are intended to represent a new capability on emerging technology that is not fully proven in use. As the technology matures, new capabilities may dramatically alter the usefulness of the Tokens or the ability to use or sell them. The functionality of the Tokens is complex, will require enhancements and product support over time, and full functionality may take longer than expected. The full functionality of the Tokens is not yet complete and no assurance can be provided of such completion.
12. **Risk of dissolution of the Company or AORA Platform:** It is possible, due to any number of reasons including, but not limited to, an unfavourable fluctuation in the value of ETH (or other cryptographic and fiat currencies), decrease in the Token's utility, the failure of commercial relationships, or intellectual property ownership challenges, that the AORA Platform may no longer be viable to operate and the Company may dissolve or be wound up or face an uncertain or changing regulatory regime.
13. **Unanticipated risks:** Cryptographic tokens such as the Tokens are a new and relatively untested technology. In addition to the risks noted above, there are other risks associated with your purchase, holding and use of the Tokens that the Company cannot anticipate. Such risks may further materialise as unanticipated variations or combinations of the risks set out above.