

TERMS AND CONDITIONS

DATED June 1

2019

PARTIES

- (1) You or the entity you represent (the "**Buyer**" or "**You**"); and
- (2) **AMAZING KARMA, INC**, a company registered in the state of California with tax identification number 47-527-8454 and whose registered office is at 10061 Riverside Dr No. 324, Toluca Lake, CA 91602 (the "**Company**").

WHEREAS:

- (A) The Company has published the White Paper for the purposes of its Initial Coin Offering. The purchase price of each MH370 Token offered as a part of the Initial Coin Offering shall be the MH370 Price.
- (B) As a part of this Initial Exchange Offering, Company has agreed to sell, and the Buyer has agreed to purchase, the Sale Tokens, in each case on the terms and subject to the conditions of this agreement.
- (C) MH370 Tokens are not investment tools and therefore this agreement shall not be regarded or construed as, or representing, any kind of offer for the sale and/or purchase of any financial or security tools or participation in any kind of investment option.

OPERATIVE PROVISIONS

1. INTERPRETATION

- 1.1 In this agreement, unless the context requires otherwise:

"**Additional Sale Conditions**" means the additional terms and conditions to which the sale and purchase of the Sale Tokens is subject as set out in Schedule 1;

"**Company Group**" means the Company and any direct or indirect subsidiary of Company from time to time and in respect of any member of such group its respective past, present and future employees, officers, directors, contractors, consultants, attorneys, accountants, financial advisors, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns;

"**Company Platform**" means the Company Platform as described in the White Paper;

"**Completion**" means completion of the sale and purchase of the Sale Tokens under this agreement;

"**Cryptocurrency**" means the following forms of cryptocurrency which the Company will accept as payment from the Buyer for the purchase of the Sale Tokens: Ethereum (ETH);

"**Damages**" means any damages, losses, liabilities, costs, expenses or other liabilities of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, any loss of business, revenues, profits, data, use, goodwill or other intangible losses;

"**Disputes**" has the meaning given in clause 10.2;

"**Ethereum**" means the Ethereum blockchain which is an open-source, public, blockchain-based distributed computing platform featuring smart contract (scripting) functionality;

"**Exchange Rate**" means the prevailing exchange rates to be applied to non-USD amounts as determined in accordance with clause 4.2(a);

"**Governmental Authority**" means any nation or government, any state or other political subdivision thereof, any entity exercising legislative, judicial or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organisation;

"**GDPR**" means the EU General Data Protection Regulations, which came into force on 25 May 2018;

"**Initial Coin Offering**" means the Company's initial coin offering of MH370 Tokens the subject of the White Paper and to which this agreement relates;

"**Intellectual Property**" means any intellectual property owned by any member of the Group including but not limited to inventions, ideas, concepts, code, domain names, discoveries, processes, marks, methods, software, compositions, formulae, technique, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon;

"**Legislation**" means any legislation, statutory provisions, enactments or EC Directives and shall include references to any amendment, modification, extension, consolidation, replacement or re-enactment of any such legislation (whether before or after the date of this agreement), and to any previous enactment which has been replaced or amended and to any regulation, instrument or order or other subordinate legislation made under such legislation and with respect to any EC Directive, any implementing legislation;

"**MH370 Film**" means the film as specified in the White Paper.

"**MH370 Price**" means a purchase price of \$0.07 per MH370 Token during the ICO, and \$.05 during the Pre-ICO;

"**MH370 Smart Contract**" means the Ethereum smart contract representing the mechanism of creation and distribution of the MH370 Tokens.

"**MH370 Tokens**" means the tokens for sale by Company pursuant to this agreement or other similar agreements with other buyers as described in the White Paper;

"**Pre-ICO**" means the Company's pre-sale for the initial coin offering of MH370 Tokens the subject of the White Paper and to which this agreement relates;

"**Privacy Policy**" means the Company's statement that describes the way in which the Company gathers, uses, discloses, and manages the Buyer's data, the latest version of which is available on the Website;

"**Restricted Persons**" has the meaning set out in paragraph 1.1 of Schedule 1;

"**Sale Tokens**" means such number of MH370 Tokens (or shares of the same) as is calculated by dividing the amount of the Consideration by the MH370 Price;

"**Services**" means the services which the Company provides to the holders of MH370 Tokens via the Company Platform and which are more specifically described in the White Paper;

"**User Account**" means an account created for the Buyer on the Website after the Buyer's successful registration and authorisation thereon;

"**Website**" means <http://www.malaysia370-ICO.com> and all subdomains of the same and all their respective pages;

"**Website Terms and Conditions**" means the document available on the Website (as may be amended from time to time) describing the terms of use of the Website;

"**White Paper**" means the document describing the Company Platform, MH370 Tokens, the Services, and other matters related to the Company Platform issued by the Company in relation to the sale of MH370 Tokens dated June 1 2019 and available on the Website (as may be amended from time to time);

1.2 In this agreement, unless the context otherwise requires:

- (a) references to "**this agreement**" include the background and schedule(s) to it, which form part of this agreement;
- (b) references to "**clauses**" and "**Schedule(s)**" are to the clauses of and schedule(s) to this agreement;
- (c) headings are for convenience only and do not affect the construction of this agreement;
- (d) words in the singular include the plural and *vice versa*;
- (e) a reference to one gender includes all genders;

- (f) the expression "**person**" means any natural person, company, partnership, joint venture or association or any other entity, whether or not it has legal personality;
- (g) a reference to a "**party**" means a party to this agreement and shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
- (h) a reference to any statute or statutory provision is a reference to that statute or statutory provision as amended, modified or re-enacted from time to time;
- (i) the words "**include(s)**" or "**including**" are deemed to be followed by the words "without limitation"; and
- (j) references to "\$" or "**USD**" are references to the lawful currency from time to time of the United States of America;
- (k) any reference to any other document is a reference to that other document as amended, varied, supplemented, restated, adhered to or novated (in each case, other than in breach of the provisions of this agreement or such other document) at any time;
- (l) a reference to any statute or statutory provision is a reference to that statute or statutory provision as amended, modified or re-enacted from time to time and references to any US statute or other Legislation or legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than the United States, be deemed to include a reference to that which most nearly approximates to the US legal term in that jurisdiction; and
- (m) words and expressions defined in the White Paper shall have the same respective meanings in this agreement.

2. SALE AND PURCHASE OF MH370 TOKENS

Company shall sell and the Buyer shall purchase the Sale Tokens on the terms and subject to the conditions of this agreement.

3. CONSIDERATION

- 3.1 The consideration for the Sale Tokens is the sum of MH370 Price (the "**Consideration**").
- 3.2 The Consideration shall be satisfied by payment in accordance with clause 4.2(a).
- 3.3 The minimum purchase amount shall be \$50.
- 3.4 For consideration of buy amounts of \$500,000 and above, Buyer shall have the option of being listed as 'Associate Producer' by name in the closing credits of the MH370 Film.

4. COMPLETION

4.1 Completion shall take place once the Buyer has tendered payment via smartcontract.

4.2 At Completion:

- (a) the Buyer shall pay the Consideration to the Seller by way of Cryptocurrency by transfer to the Cryptocurrency wallet address of the Company, the details of which are available on the Website;
- (b) the Company shall allocate the appropriate number of MH370 Tokens to the Buyer and distribute them upon completion of the ICO.

5. NO COMPANY WARRANTIES

5.1 The Buyer acknowledges and agrees that the Sale Tokens are sold on an "as is", "as available" and "with all faults" basis and the Buyer purchases the Sale Tokens exclusively at its own risk without any express or implied representations and/or warranties of any kind by any member of the Company Group including through verbal or electronic communication.

5.2 The Company and every other member of the Company Group (as applicable) expressly disclaims any and all express and implied warranties and representations as to the MH370 Tokens and the Company Platform. Neither the Company nor any other member of the Company Group makes any representation or warranty, express or implied, including:

- (a) any warranty or representation with respect to the content, information, data, availability, uninterrupted access, Services, MH370 Film or products provided through or in connection with MH370 Tokens, the Company Platform and the Website;
- (b) any warranty or representation that the Website or the server that makes it available are free of viruses, worms, Trojan horses or other harmful components;
- (c) any warranty or representation that the Website, its content and any Services or products provided through it are error-free or that defects in the Website, its content or the Services or products will be corrected;
- (d) any warranty or representation of title or merchantability or fitness for a particular purpose with respect to the Company Platform, the MH370 Tokens or their utility, or the ability of anyone to purchase or use the MH370 Tokens; and
- (e) any warranty or representation of non-infringement.

6. BUYER WARRANTIES

6.1 The Buyer warrants, represents and undertakes to the Company that each of the warranties set out in the remaining provisions of this clause 6 is true, accurate and not misleading and such warranties shall not in any respect be extinguished or affected by Completion.

6.2 *Authority and Capacity to Enter Into this Agreement*

- (a) You are not a Restricted Person nor do You represent a Restricted Person.
- (b) You have the sole responsibility for determining whether You can legally purchase the Sale Tokens in the jurisdiction in which You are resident and whether You can transfer, in any manner, the Sale Tokens to another person in that or any other given jurisdiction.
- (c) You are not purchasing the Sale Tokens for the purposes of investing, speculating, reselling, exchanging or for any other financial purpose and You acknowledge and agree that if You do so, such action is at Your own risk and may or may not result in immediate profit for You nor for any other purposes except as set out in the [White Paper].
- (d) You have all requisite power and authority to enter into and perform Your obligations under this agreement and this agreement constitutes binding obligations on You in accordance with its terms.
- (e) You are of sufficient age and capacity to purchase the Sale Tokens in accordance with the laws and regulations of Your country of residence or any other applicable requirement.
- (f) If You are a legal person, You are duly organised, validly existing and in good standing under the law of Your jurisdiction of incorporation and each jurisdiction in which You conduct business.

6.3 *Buyer's Awareness of Transaction, Technology and Risks*

- (a) You have read and understand this agreement, the White Paper, the Website Terms and Conditions and the Privacy Policy.
- (b) You have read and understand the risks related to the MH370 Tokens and usage of the Company Platform as specified in the White Paper, the Website Terms and Conditions and the Additional Sale Conditions.
- (c) You have sufficient knowledge and experience in business and financial matters to be able to evaluate the risks and merits of Your purchase of MH370 Tokens and entry into this agreement and are able to bear the risks thereof. You are aware of the Company's business affairs and financial condition and have

acquired sufficient information about the Company to reach an informed and knowledgeable decision to enter into and perform your obligations under this agreement.

- (d) You have a sufficient understanding of the functionality, usage, storage, transmission mechanisms, and other material characteristics of cryptographic tokens, token storage mechanisms (such as token wallets), blockchain and distributed ledger technology, and blockchain-based and decentralised software systems to understand the terms of this agreement and to appreciate the risks and implications relating to this agreement and the MH370 Tokens.
- (e) You understand that the entry into this agreement and the issuance of MH370 Tokens involves many risks, all of which You fully and completely assume.
- (f) You appreciate the risks and implications of using the MH370 Tokens, Website, the Services, and method of payment for the Services specified on the Website, knows how to manage the aforementioned risks and implications, and is solely responsible for any evaluations based on such knowledge.
- (g) You have obtained sufficient information about MH370 Tokens to make an informed decision as to whether to purchase MH370 Tokens.
- (h) You understand that the value of the MH370 Tokens over time may experience volatility or depreciate in full.
- (i) You are able to incur a complete loss of the MH370 Tokens or their value without materially impairing Your financial condition and are able to bear the economic risk of purchasing the MH370 Tokens for an indefinite period of time.
- (j) No member of the Company Group has any obligations to You except as expressly stated in this agreement.

6.4 *Compliance with applicable laws and regulations*

The entering into 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 Your constitutional documents, if applicable;
- (b) any provision of any judgment, decree, or order to which You are a party, by which You are bound, or to which any of Your material assets are subject;
- (c) any agreement, instrument obligation, duty or commitment to which You are a party or which You are bound;

- (d) any foreign exchange, anti-money laundering or regulatory restrictions applicable to purchase of the MH370 Tokens; and
- (e) any other laws, regulations or rules applicable to You.

6.5 *Legal source of the assets used for payment of Services*

The assets, including any digital assets, virtual currency or Cryptocurrency, You use to purchase the MH370 Tokens are not derived from or related to any unlawful activities, including money laundering or terrorism financing, and You will not use MH370 Tokens to finance, engage in, or otherwise support any money laundering, terrorism financing, or any other unlawful activities.

7. ADDITIONAL SALE CONDITIONS

Each party covenants to the other that it agrees to the Additional Sale Conditions and acknowledges that the sale and purchase of the Sale Tokens in accordance with this agreement is subject to them.

8. LIMITATION OF LIABILITY AND INDEMNIFICATION

8.1 This agreement, the MH370 Smart Contract, Company or the MH370 Tokens shall not form the basis for any claim against the Company Group. To the fullest extent permitted by law, the Buyer disclaims and waives any right or cause of action against any members of the Company Group of any kind in any jurisdiction. The Buyer shall not seek any refund, compensation or reimbursement from any member of the Company Group, regardless of the reason, and regardless of whether the reason is identified in this agreement. The Company expressly disclaims its liability. In no event will any member of the Company Group be liable for any claims or Damages regardless of whether it or any other member of the Company Group has been advised of the possibility of such Damages arising out of or in connection with:

- (a) the sale of MH370 Tokens;
- (b) the use or performance of the MH370 Tokens, the Website, or the Services;
- (c) the MH370 Film;
- (d) failure, abortion, delay, or rescheduling of Company development and resulting failure to meet any anticipated milestone;
- (e) any malfunction, breakdown, collapse, failure, rollback, or for of the Ethereum blockchain;
- (f) any utilisation of proceeds raised during the sale of MH370 Tokens;
- (g) failure to timely and completely disclose any information relating to the development of Company, the Company Platform or the MH370 Tokens;

- (h) any trading or speculation of MH370 Tokens by any person;
- (i) any listing or delisting of MH370 Tokens on or from any cryptocurrency exchange;
- (j) MH370 Tokens being classified or treated by any Governmental Authority as a kind of currency, securities, commercial paper, negotiable instrument, investment or otherwise that may be banned, regulated or subject to certain legal restrictions;
- (k) any material or information available from the Website;
- (l) any conduct or content of any third party;
- (m) unauthorised access, use, alteration or transmission of data or content to or from any member of the Company Group;
- (n) the failure to receive in any way the transmission of any data, content, funds or property from the Buyer;
- (o) any unlawful access to or use of the MH370 Tokens, the Website and any of its contents, or the Services;
- (p) any reliance on, or decision made on the basis of, information or material shown on or omitted from the Website;
- (q) the performance of the MH370 Tokens, the Website and any fault, delays, interruptions or lack of availability of the Website, the Services, or products provided through the Website, which may occur due to increased usage of the Website, intermittent failures of the Website or the need for repairs, maintenance or the introduction of new facilities, products or services;
- (r) any information or material on any website operated by a third party which may be accessed from the Website; and
- (s) any risks factors disclosed in this agreement and any Damage that is caused by, connected or associated with, or is incidental to or consequential to that risk factor.

8.2 To the fullest extent permitted by applicable law, in no event will the aggregate liability of the Company Group, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), arising out of or relating to this agreement or the use of or inability to use the MH370 Tokens, the Company Platform, the Website or the Services, exceed the amount paid by the Buyer to the Company for the Sale Tokens, content, access to the Website or use of the Services.

8.3 To the fullest extent permitted by applicable law, the Buyer disclaims any right or cause of action against any member of the Company Group of any kind in any jurisdiction that

would give rise to any Damages whatsoever, on the part of any member of the Company Group.

- 8.4 The Buyer understands and agrees that it is the Buyer's obligation to ensure compliance with any Legislation relevant to its country of domicile concerning purchase and use of MH370 Tokens and that the Company Group will not accept any liability for any illegal or unauthorised purchase or use of the MH370 Tokens.
- 8.5 To the fullest extent permitted by applicable law, the Buyer will indemnify, defend, and hold harmless and reimburse any member of the Company Group from and against any and all claims, demands, actions and Damages (including legal fees) incurred by any member the Company Group arising from or relating to:
- (a) the Buyer's purchase or use of MH370 Tokens or the Company Platform;
 - (b) the Buyer's access to or use of the Website or the Services;
 - (c) the Buyer's responsibilities or obligations under this agreement, the Website Terms and Conditions or the Privacy Policy;
 - (d) the Buyer's violation of this agreement, the Website Terms and Conditions or the Privacy Policy;
 - (e) the Buyer's violation of any rights of any other person or entity; and/or
 - (f) any act or omission of the Buyer that is negligent, unlawful or constitutes wilful misconduct.
- 8.6 The Company reserves the right to exercise sole control over its defence and the defence of any other member of the Company Group, at the Buyer's expense, of any claim subject to indemnification under clause 8.5. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in any written agreement between the Buyer and the Company.
- 8.7 No member of the Company Group shall be liable for, and each disclaims all liability to the Buyer 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 changes to any blockchain-related protocol.
- 8.8 None of the limitations in this clause 8 shall apply to any claim under this agreement which arises (or to the extent that it is increased) as a consequence of fraud or fraudulent misrepresentation or wilful non-disclosure on the part of any member of the Company Group.

9. RELEASE BY THE BUYER

- 9.1 The Buyer confirms that following the issue to the Buyer by the Company of the Sale Tokens in accordance with clause 4.2(b), the Buyer will have no claim or right of action (whether in respect of any breach of contract, or monies due to it or on any account whatsoever) against the Company and/or any member of the Company Group and that no agreement or arrangement will be outstanding under which any such person has or could have any obligation of any kind to the Buyer.
- 9.2 Notwithstanding clause 9.1 to the extent that any claim, right of action or obligation referred to in clause 9.1 exists or may exist, the Buyer irrevocably and unconditionally waives that claim, right of action or obligation and agrees to release, discharge and indemnify the Company Group from any liability whatsoever in respect of such claim, right of action or obligation.
- 9.3 If the Buyer enters into this agreement in breach of warranty 6.2(a) by being a Restricted Person, the Buyer's entry into this agreement is unauthorised and unlawful; this agreement will be null and void; the Company will not be bound by this agreement; and the Company may take any action it deems necessary or required at its sole discretion to void the agreement.
- 9.4 The Buyer shall be solely liable for, and shall indemnify, defend and hold harmless the Company and any other member of the Company Group, its past, present and future group members, their shareholders, employees, officers, directors, agents, successors and assigns (collectively, the "**Indemnified Parties**") from any Damages incurred by an Indemnified Party that arise from or as a result of any breach by the Buyer of this agreement, including any breach of the warranties contained in clause 6.
- 9.5 Any member of the Company Group may enforce the terms of this clause 9 in accordance with the Contracts (Rights of Third Parties) Act 1999, provided always that, if it is not the Company, as a condition thereto, any such third party shall obtain the prior written consent of the Company and shall not be entitled to assign its rights under this clause 9.
- 9.6 To the fullest extent permitted by applicable law, the Buyer releases the Company Group from responsibility, liability, claims, demands, and/or Damages of every kind and nature, known and unknown (including claims of negligence), arising out of or related to disputes between the Buyer and any member of the Company Group and the acts or omissions of third parties and the Buyer expressly waives any laws, regulations, or common law principles that would otherwise limit the coverage of this release to include only those claims which the Buyer may know or suspect to exist in favour of the Buyer at the time of agreeing to this release.

10. GOVERNING LAW AND DISPUTE RESOLUTION

- 10.1 This agreement and any non-contractual obligations arising out of or in connection with it (including its formation) shall be governed by and construed in accordance with the laws of California.
- 10.2 The Buyer and the Company shall cooperate in good faith to resolve any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity, interpretation, breach or termination, and any non-contractual obligation or other matter arising out of or in connection with it (a "**Dispute**"). If the parties hereto are unable to resolve a Dispute within 90 days of notice of such Dispute, such Dispute shall be finally settled in arbitration proceedings conducted in accordance with clauses 10.3 to 10.5 (inclusive).
- 10.3 Any Dispute is personal to the Buyer and the Company and will be resolved solely through individual arbitration 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 individual attempts to resolve a Dispute as a representative of another individual or group of individuals. 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.
- 10.4 Any Dispute shall be referred to and finally resolved by arbitration under the Rules of the JAMS Arbitration Court in force on the date on which the arbitration is commenced which are deemed to be incorporated by reference into this clause 10.4.
- 10.5 The arbitration shall consist of three (3) arbitrators. One arbitrator shall be selected by the Company, one arbitrator shall be selected by the Buyer, and the presiding arbitrator shall be nominated by arbitrators selected by the parties. The seat of the arbitration shall be California. The language of the arbitration shall be English. Any award of the tribunal shall be final and binding from the day it is made.
- 10.6 The parties shall keep confidential all matters relating to any arbitration brought under this agreement, including related court proceedings, to the greatest extent practicable.

11. NOTICES

- 11.1 All notices, requests, claims, demands and other communications concerning this agreement ("**Notices**") that a member of the Company Group provides to the Buyer, including under this agreement, shall be provided in electronic form by:
- (a) posting a Notice on the Website;
 - (b) sending a Notice through the User Account; or
 - (c) sending an email to the email address which is associated with the Buyer's User Account.

- 11.2 Notices provided by posting on the Website will be effective upon posting and Notices provided by email will be effective when any member of the Company Group sends the Notice. It is the Buyer's responsibility to keep its email address current. The Buyer will be deemed to have received any email sent to the email address then associated with its account when any member of the Company Group sends the email, whether or not the Buyer actually receives or reads the email.
- 11.3 Notices that the Buyer provides to any member of the Company Group must be in the English language and delivered to the relevant member of the Company Group by email Legal@Malaysia370.com. Such notices will be effective one business day after they are sent.

12. GENERAL

12.1 Entire Agreement

- (a) This agreement, the Website Terms and Conditions, Privacy Policy, and other documents that might be published from time to time on the Website constitutes the entire agreement between the Buyer and the Company relating to the sale and purchase of the Sale Tokens.
- (b) To the extent this agreement conflicts with the Website or any other document published from time to time on the Website, including the White Paper, the terms of this agreement prevails.
- (c) This agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Buyer and any member of the Company Group, whether written or verbal, regarding the subject matter of this agreement.
- (d) Nothing in this clause 12.1 shall have the effect of limiting or excluding any liability to which any party may be subject by reason of any fraudulent misrepresentation or any remedy available to any of the parties by reason of such fraudulent misrepresentation.

12.2 Severability

If any provision of this agreement is determined or held to be illegal or invalid, inoperative or unenforceable for any reason, whether in whole or in part, under the laws of any jurisdiction, such illegality or invalidity shall not affect the legality and validity of any other provisions of this agreement and shall be modified so as to make it valid and, to the extent possible, to effectuate the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated by this agreement be consummated as originally contemplated to the fullest extent possible.

12.3 Assignment

- (a) Except as provided in clause 12.3(b), neither party shall be entitled to:
 - (i) assign, grant any security interest over, hold on trust or otherwise transfer the benefit of, or any of its rights or interests in or under or arising from, this agreement in whole or in part; or
 - (ii) sub-contract in any manner any or all of its obligations under this agreement.
- (b) The benefit of, or any right or interest in or under or arising from, this agreement may be assigned in whole or in part by the Company.

12.4 No Company's Waiver of Rights

The Company's failure to exercise or enforce any right of provision of this agreement will not operate as a waiver of such right or provision and will not limit the Company's right to enforce such right or provision at a later time. All waivers by the Company must be unequivocal and in writing to be effective.

12.5 Contracts (Rights of Third Parties) Act 1999

- (a) Except as provided in clause 12.5(b), a person who is not a party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of, or enjoy any benefit under, this agreement.
- (b) Each member of the Company Group may, in its own right, enforce and rely on the appropriate clauses as if it were a party to this agreement.
- (c) The parties may terminate or rescind this agreement, or agree to any variation, amendment or waiver in connection with it, without the consent of any third party, whether or not it extinguishes or alters any entitlement such a third party may have under its right to enforce any of the terms of, or enjoy any benefit under, this agreement.

SCHEDULE 1

ADDITIONAL TERMS OF SALE

1. Eligibility

1.1 MH370 Tokens are not being offered or distributed to the following persons (the "**Restricted Persons**"):

- (a) citizens of, or natural and legal persons, having their habitual residence, location or their seat of incorporation in the United States of America (including its states and the district of Columbia), Puerto Rico, the Virgin Islands of the United States, or any other possessions or territories of the United States of America, North Korea, the People's Republic of China; and
- (b) citizens of, or natural or legal persons, having their habitual residence, location of their seat of incorporation in the country or territory where transactions with digital tokens are prohibited or in any manner restricted by applicable laws or regulations, or will become so prohibited at any time after the date of this agreement.

1.2 Restricted Persons are strictly prohibited and restricted from purchasing MH370 Tokens and the Group is not soliciting purchases from Restricted Persons in any way.

2. Information about the MH370 Tokens

2.1 There is a minimum purchase price for MH370 Tokens that the Buyer will be required to pay in order to purchase any MH370 Tokens. At any specific time, such minimum purchase price may vary for Cryptocurrencies, depending on the applicable Exchange Rate. The information on such minimum price will be available on the Website at any specific time.

2.2 MH370 Tokens are divisible, accordingly fractional shares of MH370 Tokens may be purchased.

2.3 MH370 Tokens are intended to be used only in connection with the Services as specified in the White Paper.

2.4 The functionality of the MH370 Tokens may be amended from time to time, for example to ensure compliance with any legal or regulatory requirements to which the MH370 Tokens are subject. The Company shall publish notices of any changes to the functionality of MH370 Tokens and it is the Buyer's responsibility to regularly check the Website for any such notices.

2.5 Additional details with respect to the MH370 Tokens, the Services and the Company Platform are provided in the White Paper.

- 2.6 MH370 Tokens may or may not be available for exchange and/or trading on any platforms. If they do become available, such exchange or trading shall be considered accidental, inconsequential, and/or secondary to the key aim and the intended use of MH370 Tokens as defined on the Website and in the White Paper.
- 2.7 Ownership of MH370 Tokens carries no rights, express or implied, other than the right to use them and obtain the Services and the potential benefits as specified in paragraph 2.3. In particular, MH370 Tokens:
- (a) do not provide the Buyer with rights of any type or form with respect to any member of the Company Group or their revenues or assets, including any voting, distribution, redemption, liquidation, proprietary (including all forms of Intellectual Property), or other financial or legal rights;
 - (b) do not represent any form of loan to any member of the Company Group;
 - (c) do not represent and are not to be regarded as a sale of derivatives, shares, or stocks of any company, and are not financial or collateral tools. MH370 Tokens are not an investment, loan, currency, security, commodity, a swap on a currency, security or commodity or any other kind of financial instrument as may be defined by any national Legislation; and
 - (d) do not confer any rights in any Intellectual Property, and the Company retains all rights, title and interest in all of its Intellectual Property in relation to Company. The Buyer may not use any of the Company Group's Intellectual Property for any reason without the Company's prior written consent.
- 2.8 The MH370 Tokens are utility tokens and should not be considered as a type of investment as may be defined by any Legislation.
- 2.9 All purchases of MH370 Tokens are final and binding. Any price, consideration and/or other amounts paid or value transferred for MH370 Tokens is and are non-refundable. Such purchases cannot be cancelled or withdrawn in any way. The Buyer acknowledges, understands and agrees that there is a risk of losing any and all amounts paid.
- 2.10 The Buyer acknowledges and understands that the proceeds from the sale of MH370 Tokens will be utilised by the Company for any and all legal purposes in its sole discretion.

3. **Risks**

The Buyer acknowledges and assumes the risks set out in this paragraph 3 associated with its purchase of the Sale Tokens. The Buyer assumes all risk and liability associated with its use of any MH370 Tokens and regardless of any oral or written statements made by any member of the Company Group, by way of technical advice or otherwise, related to the use of the MH370 Tokens.

3.1 *Investor Risks*

- (a) There is no assurance of any success of the Company Platform or MH370 Token functionality.
- (b) There is no assurance that any secondary market for MH370 Tokens will develop, or if a secondary market does develop, that it will remain through the life of the holding of any MH370 Tokens. Although Company may use reasonable endeavours to seek the approval for availability of MH370 Tokens for trading on a cryptocurrency exchange or market, there is no assurance that such approval will be obtained. Additionally, there are no guarantees that the MH370 Tokens will have any value, retain any value, increase in value, or receive any distributions. No one is obliged to purchase any MH370 Tokens from any holder of the MH370 Tokens, nor does anyone guarantee the liquidity or market price of MH370 Tokens to any extent at any time. Furthermore, MH370 Tokens may not be resold to purchasers who are citizens, nationals, residents (tax or otherwise) and/or visa holders of certain restricted jurisdictions or to certain restricted persons or to persons in any other jurisdiction where the purchase and/or ownership of MH370 Tokens may be in violation of applicable Legislation.
- (c) The Company cannot ensure that there will be any demand or market for MH370 Tokens, or that the purchase price of each MH370 Token is indicative of the market price of MH370 Tokens after they have been made available for trading on any cryptocurrency exchange or market.
- (d) The value of MH370 Tokens may vary substantially over time and is subject to loss, including possible loss of the entire value. Accordingly, the Buyer should only purchase MH370 Tokens if it can afford to lose 100% of the amount paid.

3.2 *Buyer's Need Independent Advice*

- (a) Each prospective investor should consult his or her own legal, tax and financial advisors regarding the desirability and/or legality of the purchase of MH370 Tokens.
- (b) Participation in startups, including Company, involves a high degree of risk. Purchase of MH370 Tokens, including pursuant to the [White Paper], may involve an even higher degree of risk.
- (c) Financial and operating risks confronting startups are significant. Company is not immune to these. The startup market in which Company operates is highly competitive and the percentage of companies that survive and prosper is small. Startups often experience unexpected problems in the areas of product development, marketing, financing, and general management, among others, which frequently cannot be satisfactorily resolved. In addition, startups may

require substantial amounts of financing, which may not be available through institutional private placements, the public markets or otherwise.

- (d) There is no existing trading market for the MH370 Tokens.
- (e) MH370 Tokens are new digital assets for which there is no established public market. There can be no assurance that a secondary market will develop or, if a secondary market does develop, that it will provide the holders with liquidity or that it will continue for the life of the MH370 Tokens. The liquidity of any market for the MH370 Tokens will depend on a number of factors, including: (i) the number of MH370 Token holders; (ii) the performance of the MH370 Tokens, Company and the Company Platform; (iii) the market for similar digital assets; (iv) the interest of traders in making a market in the MH370 Tokens; (v) regulatory developments in the digital token or cryptocurrency industries; and (vi) legal restrictions on transfer of MH370 Tokens.
- (f) MH370 Tokens may trade at a discount to the net asset value ("**NAV**") per MH370 Token and holders may be unable to realise the amount paid through any secondary market at NAV per MH370 Token.
- (g) MH370 Token holders will have no control rights in the Group, nor any rights to the MH370 Film.
- (h) Holders of the MH370 Tokens will not have any voting rights in Company, and will not be eligible for any interest, dividends or distribution of equity on the winding up of Company. There may be conflicts of interest between MH370 Token holders and other debt and equity holders.

3.3 *Insufficient Information Availability*

- (a) The Company is not in a position, nor obliged, to keep the Buyer closely posted on every detail of Company development (including its progress and expected milestones whether rescheduled or not) and accordingly will not necessarily provide the Buyer with timely and full access to all the information relating to Company that may emerge from time to time. The insufficiency of information disclosure is inevitable and reasonable. The Buyer acknowledges, understands and accepts that it may not have full information on the process of Company development.
- (b) The Buyer will not have access to complete information regarding the Company and the Buyer may not be able to obtain all of the information it wants regarding the MH370 Tokens or Company, in a timely basis or at all. It is possible that the Buyer may not be aware on a timely basis of material adverse changes that have occurred which impact the value of the MH370 Tokens. As a result of these limitations, the Buyer may not have accurate or complete information about the MH370 Tokens or Company.

- (c) Company has no obligation to provide reports to the Buyers, including with respect to the development and operation of the Company Platform or the financial performance of Company or the value of the MH370 Tokens.

3.4 *Uncertain Regulatory and Legal Framework*

Regulatory and legal status of crypto-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 in future. 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 crypto-tokens, digital assets, blockchain technology and their applications. Such changes could negatively impact MH370 Tokens as crypto-tokens in various ways. As a result, the Company may stop development of MH370 Tokens, sales and distributions of MH370 Tokens, or its operations in a jurisdiction if there is a risk of recognition of such activity as unlawful or commercially undesirable. The Buyer acknowledges and accepts the risk related to uncertain regulatory and legal framework.

3.5 *Regulatory Measures*

- (a) MH370 Tokens as crypto-tokens are or may be overseen by Governmental Authorities. The Company may receive queries, notices, warnings, requests or rulings from Governmental Authorities from time to time or may even be ordered to suspend or discontinue any action in connection with the Company Platform or MH370 Tokens. As a result, the development, marketing and promotion of Company may be seriously affected, hindered or terminated. MH370 Tokens in turn could be defined from time to time as virtual commodity, digital asset or even securities or currency by Governmental Authorities in various jurisdictions and therefore could be prohibited from being traded or held pursuant to local regulatory requirements. As a result, the Buyer may lose all MH370 Tokens purchased pursuant to this agreement, as well as any and all money and/or other funds, including virtual currency or cryptocurrency, paid for MH370 Tokens. The Buyer acknowledges, understands and accepts the risk related to regulatory measures.
- (b) Regulation of digital assets (including MH370 Tokens), offerings of digital assets, blockchain technologies, and digital asset exchanges are currently undeveloped and likely to rapidly evolve, and vary significantly among non-U.S. and U.S. federal, state and local jurisdictions and are subject to significant uncertainty. Various legislative and executive bodies in the European Union, United States, South Korea, China, Singapore, among other countries, are currently considering, or may in the future consider, laws, regulations, guidance, or other actions, which may severely impact the Company, the MH370 Tokens and digital assets.

- (c) Failure by Company to comply with any laws, rules and regulations, some of which may not exist yet or are subject to interpretation and may be subject to change, could result in a variety of adverse consequences, including criminal and civil penalties and fines. It may also limit MH370 Token holders' ability to transfer or exchange the MH370 Tokens. New or changing laws and regulations or interpretations of existing laws and regulations would likely have numerous material adverse consequences, including as regards: (i) the Buyer's ability to earn a return on the amount paid for the MH370 Tokens; (ii) the value of the MH370 Tokens; (iii) the liquidity and market price of the MH370 Tokens; (iv) MH370 Token holders' ability to access marketplaces on which to trade the MH370 Tokens; (v) Company's ability to operate as an ongoing concern; (vi) the necessity to modify the structure, rights and transferability of MH370 Tokens; and (vii) the ability for Company to pay rewards in MH370 Tokens. Therefore, there can be no assurance that any new or continuing regulatory scrutiny or initiatives will not have a material adverse impact on the value of MH370 Tokens or any other investment in Company, or otherwise impede Company's activities.
- (d) Company has the exclusive right, in its sole discretion, to address and remediate any of the operational, legal or regulatory risks presented as of the date of this agreement or thereafter.

3.6 *Market Risks*

- (a) Digital assets are volatile. The prices of digital assets change rapidly. The prices of digital assets may be affected by many factors outside Company's control such as supply and demand; access to digital asset service providers (such as payment processors), exchanges, or other digital asset users and market participants; perceived or actual network or instrument security vulnerability; changes in regulation in the U.K., U.S. or other countries; inflation levels; fiscal policy; monetary policy; political, natural and economic events; and many other factors. The volatility of digital assets generally could impede the adoption and demand for the MH370 Tokens, which could negatively impact the value of Company and MH370 Tokens.
- (b) Investments in tokens, including this offering, involve a very high degree of risk. Financial and operating risks confronting start-ups are always significant. Company, and by proxy, MH370 Tokens, should be considered even riskier than a traditional start-up. The market in which MH370 Tokens are anticipated to compete is highly competitive and the percentage of MH370 Tokens and other digital assets that survive and prosper will likely be small.

3.7 *Operational Risks*

- (a) The digital asset market is extremely competitive, and other networks have been and may be developed that are the same or similar to the Company Platform.

- (b) Company is developing technology in a highly competitive and increasingly saturated industry. The Company Platform may be forced to compete with these competitive networks, which could adversely impact the value of the MH370 Tokens.
- (c) One of the characteristics of distributed ledger and blockchain technologies is that they create a permanent, public record of MH370 Token transactions. The potential drawback to this, however, is that even if a transaction turns out to have been in error, or as a result of theft of MH370 Tokens, such a transaction is not reversible. Consequently, Company may be unable to replace missing MH370 Token or seek reimbursement for any erroneous transfer or theft of MH370 Tokens. To the extent that Company is unable to seek redress for such action, error or theft, such loss could adversely affect the Buyer's financial position. Additionally, the Buyer may lose all of its MH370 Tokens if a transaction is made in error or if the MH370 Tokens are stolen.
- (d) Bad actors (or hackers) may launch attacks to steal, compromise, or secure MH370 Tokens, such as by attacking the Company Platform's source code, exchange servers, third-party platforms, cold and hot storage locations or software, MH370 Tokens transaction history, or by other means. For example, in February 2014, Mt. Gox suspended withdrawals because it discovered hackers were able to obtain control over the exchange's Bitcoin by changing the unique identification number of a Bitcoin transaction before it was confirmed by the Bitcoin network. Furthermore, Flexcoin, a so-called Bitcoin bank, was hacked in March 2014 when attackers exploited a flaw in the code governing transfers between users by flooding the system with requests before the account balances could update—resulting in the theft of 896 Bitcoin. In January 2018, hackers reportedly stole approximately \$530 million in cryptocurrencies from Coincheck, a Japanese cryptocurrency exchange.
- (e) As the Company Platform increases in size, it may become a more appealing target of hackers, malware, cyber-attacks or other security threats. An attack or a breach of security could result in a loss of private data, unauthorised trades of MH370 Tokens, an interruption of the Company platform for an extended period of time, violation of applicable privacy and other laws, significant legal and financial exposure, damage to reputation, and a loss of confidence in security measures, any of which could have a material adverse effect on Company and the value of the MH370 Tokens. Any such attack or breach could adversely affect the ability of the Company platform to operate, which could indirectly materially adversely affect the value of the MH370 Tokens.

3.8 *Data Security*

- (a) Any breach of data security that exposes or compromises the security of any of the private digital keys used to authorise or validate transactions of MH370 Tokens, or that enables any unauthorised person to generate any of the private

digital keys, could result in unauthorised transactions of MH370 Tokens that could in turn have a material adverse effect on Company and potentially the value of MH370 Tokens. The Company Group will undertake efforts to secure and safeguard the MH370 Tokens in its custody from theft, loss, damage, destruction, malware, hackers or cyber-attacks, which may add significant expenses to the operation of Company. There can be no assurance that such security measures will be effective.

- (b) Additionally, there exists the possibility that while acquiring or disposing of MH370 Tokens, Company unknowingly engages in transactions with bad actors who are under the scrutiny of government investigative agencies. As such, Company's systems or a portion thereof may be taken off-line pursuant to legal process such as the service of a search and/or seizure warrant on Company or on any other member of the Company Group. Such action could result in the loss of MH370 Tokens previously under the Company's control.
- (c) Bad actors can use a number of manipulative trading strategies such as spoofing, wash trading and trading in coordination with other bad actors to artificially influence the price of digital assets. Bad actors can also attack one or more digital asset exchanges. If an exchange is taken offline, it would likely result in reduced liquidity making it easier to manipulate the price of one or more digital assets. It is possible that one or more bad actors may manipulate the price of MH370 Tokens, which may adversely impact the value of a holder's MH370 Tokens.
- (d) MH370 Tokens may be subject to expropriation and/or theft. Hackers or other malicious groups or organizations may attempt to interfere with MH370 Tokens in a variety of ways, including malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. There is a risk that the MH370 Smart Contract, as based on the Ethereum blockchain, may contain intentional or unintentional bugs or weaknesses which may negatively affect MH370 Tokens or result in partial or complete loss of the Buyer's MH370 Tokens, loss of the Buyer's ability to access or control its MH370 Tokens and/or loss of cryptocurrency from its account and/or wallet. In the event of such a software bug or weakness there may be no remedy so MH370 Token holders are not guaranteed any remedy, refund or compensation. The Buyer acknowledges, understands and accepts the risks related to token security.

3.9 *Ability to Transact or Resell*

- (a) MH370 Tokens are distributed for spending them on Services or Company rewards as specified in the White Paper. The Buyer may be unable to sell or otherwise transact MH370 Tokens at any time, or for the price the Buyer paid. By purchasing MH370 Tokens, the Buyer acknowledges, understands and agrees that MH370 Tokens may have no value; there is no guarantee or representation of liquidity for MH370 Tokens; and the Company Group is not and shall not be

responsible or liable for the market value of MH370 Tokens, the transferability and/or liquidity of MH370 Tokens and/or the availability of any market for MH370 Tokens through third parties or otherwise. The Buyer acknowledges, understands and accepts the risk related to inability to transact or resell MH370 Tokens.

- (b) The Buyer acknowledges and confirms that Company shall not be held responsible for any kind of change, depreciation, and/or fluctuations of the value and price of MH370 Tokens as well as for any actions, events, or occurrences that may influence, precede, or result from such changes, depreciations, and/or fluctuations of the value and price of MH370 Tokens

3.10 *Exchange or Counterparty Risks*

If the Buyer makes payments from an exchange or an account that it does not control, MH370 Tokens will be allocated to the account from which payment was made; therefore, the Buyer may never receive or be able to recover the purchased MH370 Tokens. If the Buyer chooses to maintain or hold MH370 Tokens through a cryptocurrency exchange or other third party, the Buyer's MH370 Tokens may be not received, or may be stolen or lost. The Buyer acknowledges and agrees that if it purchases MH370 Tokens through an account that it does not control and/or holds MH370 Tokens on a cryptocurrency exchange or with another third party, it does so at its own and sole risk.

3.11 *Liquidity*

- (a) MH370 Tokens are not a currency issued by any individual, entity, central bank or national, supra-national or quasi-national organisation, nor is it backed by any hard assets or other credit. Circulation of MH370 Tokens on the market is not what the Company is responsible for or pursues. Trading of MH370 Tokens merely depends on the consensus on their value between the relevant market participants. Nobody guarantees the liquidity of MH370 Tokens to any extent at any time. The Buyer acknowledges, understands and accepts the liquidity risk.
- (b) Except for the cases strictly provided by applicable Legislation, the Company is not obliged to provide MH370 Token holders with a refund related to MH370 Tokens for any reason, and MH370 Token holders will not receive money or other compensation in lieu of the refund. No promises of future performance or price are or will be made in respect of MH370 Tokens, including no promise of inherent value, no promise of continuing payments, and no guarantee that MH370 Tokens will hold any particular value. Therefore, the recovery of spent resources may be impossible or may be subject to foreign laws or regulations, which may not be the same as the private law of MH370 Token holders.

3.12 *Risks Arising from Taxation*

The tax characterization of MH370 Tokens is uncertain. The Buyer shall seek its own tax advice in connection with the acquisition, storage, transfer and use of MH370 Tokens, which may result in adverse tax consequences to the Buyer, including withholding taxes, transfer taxes, value added taxes, income taxes and similar taxes, levies, duties or other charges and tax reporting requirements.

3.13 *Private Keys*

MH370 Tokens purchased by the Buyer may be held by the Buyer in the Buyer's digital wallet or vault, which requires a private key, or a combination of private keys, for access. Loss of requisite private key(s) associated with the Buyer's digital wallet or vault storing of MH370 Tokens will result in loss of access to the Buyer's MH370 Token balance and/or loss of such MH370 Tokens. 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 the Buyer uses, may be able to misappropriate the Buyer's MH370 Tokens. The Company is not responsible for any such losses. The Company is not responsible for a direct or indirect loss of MH370 tokens purchased from Company and/or token rewards, or non-receipt of MH370 tokens or rewards, where the Buyer uses a third-party wallet without access to his/her private keys for purchase or receipt of MH370 Tokens and token owner rewards. The Buyer acknowledges, understands and accepts the risk related to the loss of private keys.

3.14 *Reliance on Third Parties*

Company relies or will in whole or partly rely on third parties to adopt and implement certain aspects of the Services and to continue to develop, supply, and otherwise support the Services. 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 which might have a material adverse effect on Company. The Buyer acknowledges, understands and accepts the risk related to reliance on third parties.

3.15 *Ethereum Blockchain*

The Buyer is aware of the specifics of Ethereum blockchain technology and acknowledges, understands and accepts all risks related thereto.

3.16 *Risks of Theft of the Funds Raised in the Token Sale*

The Company will make every effort to ensure that the funds received from the MH370 Token Sale will be securely held through the implementation of security measures. Notwithstanding such security measures, there is no assurance that there will be no theft of the cryptocurrencies as a result of hacks, sophisticated cyber-attacks, distributed denials of service or errors, vulnerabilities or defects on the Website, in the Company Smart Contract(s), on the Ethereum or any other blockchain, or otherwise. Such events may include, for example, flaws in programming or source code leading to exploitation or abuse thereof. In such event, even if the Token Sale is completed, the Company may not

be able to receive the cryptocurrencies raised and to use such funds for the development of the Company Platform and/or for launching any future business line. In such case, the provision of Services might be temporarily or permanently curtailed.

3.17 *Changes and Completion*

Company is still under development and may undergo significant changes over time. Although the Company intends MH370 to have the features and specifications set forth in the White Paper and herein, the Company may make changes to such features and specifications at its sole discretion for any number of reasons, and any party that adopts the Company also may make changes, any of which may mean that MH370 does not meet the Buyer's expectation.

4. **Buyer's Responsibility for Taxes**

4.1 The Consideration that the Buyer pays for the Sale Tokens is exclusive of all applicable taxes. The Buyer is solely responsible for determining what, if any, taxes apply to its purchase of the Sale Tokens, including sales, use, value-added and similar taxes.

4.2 The Buyer is responsible for withholding, collecting, reporting, and remitting the correct taxes, if any, arising from its purchase of the Sale Tokens to the appropriate tax authorities.

4.3 No member of the Company Group shall bear any liability or responsibility with respect to any tax consequences incurred by the Buyer as a result of its purchasing MH370 Tokens.

5. **Security of the Buyer's MH370 Tokens**

5.1 The Buyer shall implement reasonable measures for securing the wallet, vault, or other storage mechanism utilised to receive and hold the purchased MH370 Tokens, including any requisite private keys or other credential necessary to access such storage mechanism.

5.2 The Buyer acknowledges that if the Buyer is no longer in possession of its private keys or any device or mechanism used to store MH370 Tokens, the Buyer may lose all of its MH370 Tokens. The Company Group is under no obligation to recover any MH370 Tokens and is not liable for any such loss of the Buyer's MH370 Tokens.

6. **Know Your Customer and Anti-Money Laundering**

6.1 The Company reserves the right to conduct "Know Your Customer" and "Anti-Money Laundering" checks on the Buyer if required by applicable laws, regulations, and licensing requirements and/or if otherwise deemed necessary appropriate, desirable or prudent in and at the sole discretion of the Company.

6.2 Upon request by any member of the Company Group, the Buyer shall immediately provide to the requesting member of the Company Group such information and

documentation that the relevant member of the Company Group, in its sole discretion, deems necessary, appropriate, desirable or prudent to conduct "Know Your Customer" and "Anti-Money Laundering" checks. Such documentation may include passports, driver's license, government identification cards, utility bills, bank statements, photographs of individuals, or sworn statements. The Company may, in its sole discretion, refuse to distribute MH370 Tokens to any Buyer until any such requested information is provided.

- 6.3 The Company reserves the right to refuse or reject any offer to purchase MH370 Tokens from any Buyer who, according to the information available to the Company Group, is suspected of receiving the funds used for the proposed MH370 Token purchase or intends to use the MH370 Tokens or the Company Platform, with the aim of conducting or facilitating money laundering, terrorism financing or any other illegal or unethical activity. The Company has the right to use any possible legal and permitted efforts for preventing money laundering and terrorism financing and reserves all rights to report any and all activities to any regulatory or law enforcement body in its sole discretion.

7. **Data Privacy**

The Company gathers, processes, uses, discloses, and manages information including personal data obtained from the Buyer in relation to its Website use, the Services, and the purchase of MH370 Tokens in compliance with the Privacy Policy which is incorporated in these Additional Sale Conditions by reference.