

MPV WORLD TERM OF USE

This Terms of Use ("Agreement") is by and among:

MPV Capitals Limited, a Labuan Company licensed to issue Credit Tokens by the Labuan Financial Services Authority, Licence Number CT/19/0004 (the "Vendor"); and

(each a "Purchaser" and together, the "Purchasers").

RECITALS

A. The Vendor has determined to sell MPV Tokens, value stated on the Designated Web Address at the time of purchase, to the Purchasers, with each Purchaser purchasing MPV Tokens in a dollar amount equal to the Respective Purchase Amount opposite such Purchaser's name on Schedule 1 to this Agreement.

B. The Financing is to be consummated simultaneously with the issue of the MPV Token.

C. The Purchasers desire to purchase from the Vendor, and the Vendor desires to sell and issue to the Purchasers, MPV Tokens on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Purchase Of Tokens

- 1.1. Subject to the terms and conditions of this Agreement, the Vendor agrees to issue and sell to the Purchasers, and the Purchasers agree to purchase from the Vendor, following the prevailing price of MPV Tokens at the designated web page at the time of purchase per MPV Token, with each Purchaser purchasing MPV Tokens in a dollar amount equal to the Respective Purchase Amount opposite such Purchaser's name on Schedule 1 to this Agreement.
- 1.2. The respective number of MPV Tokens to be sold by the Vendor and purchased by each Purchaser hereunder (collectively, the "Tokens") shall equal the number of MPV Tokens determined by dividing the Respective Purchase Amount opposite such Purchaser's name on Schedule 1 hereto by value stated on the Designated Web Address at the time of purchase (rounded down to the nearest whole token).
- 1.3. Payment of the purchase price (which shall be equal to the total number of Tokens to be purchased by a Purchaser, as calculated pursuant to the immediately preceding sentence, multiplied by the value stated on the Designated Web Address at the time purchase) for the Tokens (the "Purchase Price") shall be made at the time of the issue of the Tokens by wire transfer of immediately available funds to the Designated Account, subject to the satisfaction of the conditions set forth in this Agreement.
- 1.4. Payment of the Purchase Price for the Tokens shall be made against delivery to the Purchasers of the Tokens, which Tokens shall be registered against the Purchaser's Wallet identity by the Vendor's Transfer Agent¹.
- 1.5. By taking action (signing this Agreement / click I Agree) the Purchaser accepts that he or she are deemed to have read, understood and accepted the following terms, conditions as well as all terms and conditions that are incorporated by reference within this document, and agrees to be legally bound by them.
- 1.6. The Tokens are issued against the value of a specific Underlying Property, or if elected, returns generated from securitised real estate mortgages. Each Token represents a specific fraction of value of Underlying Properties valued at the amount stated on the Designated Web Address at the time of purchase or the amount of returns generated from the securitisation of real estate mortgages. Ownership of a Token therefore represents either ownership of the specific fraction of value of the Underlying Properties, or in the case of an elected investment in real estate mortgage securities, the returns generated from the securities. The details of the Underlying Properties are stated at the Designated Web Address.
- 1.7. No information contained in or on, and no part of the following:
 - a) the finalised, published and adopted version or draft of the Whitepaper or any other documents uploaded on the website of the Vendor are accessible at <http://www.mpvworld.com/>;
 - b) the Designated Web Address or any website or other social media channels directly or indirectly linked to the Whitepaper or the Channels; or any other information or document,

¹ SPG Corporation, wholly owned by MPV (L) Foundation and licensed Labuan Payment System Provider, Reference Number LFSA.400-14/LFA/PS/05/2019(4)

shall constitute part of this Agreement, and no representations, warranties or undertakings are or are intended or purported to be given by the Vendor in respect of any information contained in or on, or any part of, the items as stated in Paragraphs (a) or (b) above.

2. Eligibility to purchase

- 2.1. The Purchaser shall not purchase Tokens if there are applicable legal restrictions in the Purchaser's country of residence or domicile. It is the Purchaser's sole responsibility to ensure that participation in the Token purchase is not prohibited, restricted, curtailed, hindered, impaired or otherwise adversely affected in any way by any applicable law, regulation or rule in the Purchaser's country of residence or domicile and/or citizenship.
- 2.2. The Purchaser is not eligible and is not to purchase any Tokens if:
 - a) The Purchaser is an individual who is a citizen, domiciled in, resident of, or physically present / located in an Excluded Jurisdiction²;
 - b) The Purchaser is a body corporate which is incorporated in, or operates out of, an Excluded Jurisdiction, or the Purchaser's operator(s) are citizens of, domiciled in, residents of, or physically present / located in, an Excluded Jurisdiction;
 - c) The Purchaser is the subject of any sanctions administered or enforced by the United Nations;
 - d) The Purchaser is a person who is otherwise prohibited or ineligible in any way, whether in full or in part, from participating in a Token purchase, or such purchase is prohibited, restricted or unauthorised in any form or manner whether in full or in part under the laws, regulatory requirements or rules in any jurisdiction applicable to the Purchaser (collectively, the "Excluded Persons")

3. Anti-Money Laundering and Counter Terrorist Financing

- 3.1. As part of its anti-money laundering and counter terrorist financing (AML) due diligence and verification procedures, the Vendor may require the Purchaser to furnish such documents and information (and which includes photographs and/or videos evidencing the existence of such documents and information) so as to prove the Purchaser's identity, status and/or eligibility to purchase Tokens.
- 3.2. The Vendor reserves the right, in its sole and absolute discretion, to reject the Purchaser's intended purchase of Tokens if the Purchaser is unable to furnish such documents or information to the Vendor's sole and absolute satisfaction. Only Purchasers who have satisfied the Vendor's AML requirements to its sole and absolute satisfaction shall be eligible to purchase Tokens. In the event that you have not successfully met the AML requirements:
 - a) provided that the Purchaser's transfer of fiat or cryptocurrencies to the Designated Account as payment for such attempted purchase of Tokens is successfully received in the Designated Account and notwithstanding any provision in this Agreement, the Vendor may, at its sole and absolute discretion, provide a refund of such transfer in full or in part without interest and net of all administrative and/or third party charges and/or other transaction fees (if any) that may be incurred in connection with such refund, in which case such administrative and/or third party

² See Annex 1 - Definitions

charges and/or other transaction fees (if any) incurred in connection with such refund shall be borne by the Purchaser;

b) except for any refund that the Vendor may elect to provide under Paragraph 3.2(a), the Vendor shall have no obligations in any form or manner whatsoever to the Purchaser in respect of such attempted purchase; and

c) except for the Purchaser's right to any such refund under Paragraph 3.2(b), the Purchaser hereby waives all rights, claims and/or courses of action (present or future) under law (including any tortious claims) or contract against the Vendor in connection with or arising from such attempted purchase, and shall further hold harmless, the Vendor from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by the Purchaser in connection with or arising from such attempted purchase.

4. Purchaser's Knowledge and Experience

- 4.1. The Purchaser agrees that the Purchaser has received all the information that the Purchaser considers material in determining whether to purchase the Tokens. The Purchaser further represents that the Purchaser has had an opportunity to ask questions of and receive answers from the Vendor regarding the terms and conditions of the purchase of Tokens and information pertaining to the Underlying Property.
- 4.2. The Purchaser agrees that the Purchaser understands Cryptocurrencies, Digital Assets, as well as Blockchain Technology. The Purchaser further agrees that the Purchaser fully understands the risks associated with the trading of Tokens, Cryptocurrencies and Digital Assets as well as the mechanics related to the use of such Tokens, Cryptocurrencies and Digital Assets (including their storage and exchange).
- 4.3. The Purchaser further agrees that the Purchaser sufficiently understands investments in Real Estate and acknowledges that the Purchaser is able to fend for themselves, can bear the economic risk of investment, including a total loss, and has such knowledge and experience in financial or business matters that the Purchaser is capable of evaluating the merits and risks of the Token purchase.
- 4.4. The Purchaser further agrees that the Purchaser understands the concepts of liquidity, market depth and other characteristics of the property market, Cryptocurrencies and Digital Assets.
- 4.5. The Purchaser understands that the Vendor offers no guarantee against losses in relation to the value of the Underlying Property.
- 4.6. The Purchaser represents and warrants that the Purchaser is not entering into transactions that are above the Purchaser's financial abilities.
- 4.7. The Purchaser further acknowledges and agrees that the Vendor does not provide any advice, guidance or recommendations on the opportunity to purchase, sell, or retain ownership of the Tokens.
- 4.8. If the Purchaser is considering purchasing Tokens as an investment, the Purchaser understands that it should contact a financial advisor for any such advice, guidance or recommendation.
- 4.9. If the Purchaser is an Entity, the Purchaser also represents it has not been organised solely for the purpose of purchasing the Tokens.

5. Number of Tokens for Sale and the Sale Period

- 5.1. Each Token is valued at the amount stated on the Designated Web Address at the time of purchase, and represents the stated amount on the Designated Web Address worth of the Underlying Properties on which the Token has been issued. The number of tokens available for sale is determined by the value of the Underlying Properties divided by the value stated on the Designated Web Address at the time of purchase. The value of the Underlying Property is determined by valuation by an approved and registered Valuer.
- 5.2. The Sale Period is determined by the time it takes to sell the number of Tokens issued for the Underlying Property.
- 5.3. In the event that the Purchaser attempts to make a purchase of Tokens after the Sale Period and payment has been transferred for such attempted purchase of Tokens, the Purchaser acknowledges and agrees that:
 - a) provided the transfer of funds to the Designated Account as payment for such attempted purchase of Tokens is successfully received in the Designated Account, notwithstanding any provision in this Agreement, the Vendor may, at its sole and absolute discretion, provide a refund of such transfer in full or in part without interest and net of all administrative and/or third party charges and/or other transaction fees (if any) that may be incurred in connection with such refund, in which case such administrative and/or third party charges and/or other transaction fees (if any) incurred in connection with such refund shall be borne by the Purchaser;
 - b) except for any refund that the Vendor may elect to provide under Paragraph 5.3(a), the Vendor shall have no obligations in any form or manner whatsoever to the Purchaser in respect of such attempted purchase; and
 - c) except for the Purchaser's right to any such refund under Paragraph 5.3(b), the Purchaser hereby waives all rights, claims and/or courses of action (present or future) under law (including any tortious claims) or contract against the Vendor in connection with or arising from such attempted purchase, and shall further hold harmless, the Vendor from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by the Purchaser in connection with or arising from such attempted purchase.

6. Accepted Currencies, Purchase Amounts and Transfer Procedure

- 6.1. The Purchaser may purchase Tokens through the Designated Web Address.
- 6.2. The Vendor accepts the following forms of payment to the Designated Account through its Transfer Agent³:
 - The following Fiat currencies:
 - US Dollars
 - The following Cryptocurrencies:
 - USDT
- 6.3. The Purchase Amount is the number of MPV Tokens multiplied by the value stated on the Designated Web Address at the time of purchase.

³ Suite Dynamics Limited, wholly owned by the MPV (L) Foundation and licensed Labuan Money Broking Business, Licence Number MB/19/0035

- 6.4. Once the Purchaser has transferred the accepted form and required amount of payment to the Vendor's Designated Account through the Transfer Agent, the Vendor shall on a best endeavours basis deliver the Tokens for such confirmed purchases to the Wallet Address provided by the Purchaser. It is the sole responsibility of the Purchaser to ensure that the correct Wallet Address is provided to the Vendor.
- 6.5. Tokens shall be deemed to be received by the Purchaser upon confirmation of receipt of Tokens in the Wallet.
- 6.6. The delivery of Tokens to the Purchaser shall only be made on satisfaction of all of the following:
 - a) the satisfactory completion of customer due diligence on the Purchaser by the Vendor to the Vendor's sole and absolute satisfaction;
 - b) receipt by the Vendor in full of the Purchase Price for the purchase of Tokens at the Designated Account;
 - c) the Wallet corresponding to the address provided by the Purchaser to the Vendor being maintained in fully operational, secure and valid status; and
 - d) the transfer of the Purchase Price being successfully received in the Designated Account.
- 6.7. Tokens shall be delivered to and accepted by the Purchaser on an "as is" basis without warranties of any kind by the Vendor. The Vendor hereby expressly disclaims all express and implied warranties in relation to the Tokens and their delivery.

7. Responsibility To Establish And Maintain Cryptocurrency Wallet And Address

- 7.1. It is the sole responsibility of the Purchaser to establish, and maintain, in a fully operational, secure and valid status, access to a Wallet.
- 7.2. It is the sole responsibility of the Purchaser to ensure the secure possession of the credentials for accessing the Purchaser's Wallet and the Private Key to the Wallet.
- 7.3. In the event of any loss, hack or theft from the Purchaser's Wallet, the Purchaser acknowledges and confirms that the Purchaser has no right(s), claim(s) or courses of action in any way whatsoever against the Vendor.
- 7.4. Any obligation of the Vendor to deliver any Tokens to the Purchaser or provide the Purchaser with any refund under this Agreement shall be subject to compliance with the provisions of section 1, 2 and 3 of this Agreement. In the event that the Vendor is unable to deliver any Tokens to the Purchaser or provide the Purchaser with any refund under this Agreement due to the Purchaser's Wallet not being initialised, valid or operational, the Vendor may, at its sole and absolute discretion, hold such Tokens or refund in escrow or do such other acts as it may determine and shall not be obliged to deliver any Tokens to the Purchaser or provide the Purchaser with any refund.

8. Fees

- 8.1. There are four kinds of fees:
 - The issuance fee at the moment of the purchase of the Token
 - The transfer fee for every transfer of the Token,
 - The redemption fee for every Token redemption, and

- Fee involved in redeeming Tokens for a specific property (e.g. appointment of lawyer, stamp duty, transfer of title etc.), to be borne by the Token holder.

8.2. These fees shall cover all the costs related to the issuance of the Token and the ownership of the Underlying Property, including safe keeping, insurance, valuation, audit, AML procedures and all other costs that may arise during the ownership of the Underlying Property.

9. Purchase of Tokens from Other Parties

9.1. In the event that the Purchaser purchases Tokens through any website or place other than the Vendor or the Designated Web Address, the Purchaser acknowledges and agrees that:

a) the Vendor shall have no obligation to deliver, and the Purchaser shall have no right to receive, any Tokens;

b) the Vendor shall have no obligation to provide, and the Purchaser shall have no right to receive, any refund for any part of the Purchase Consideration transferred by the Purchaser through such other website or place; and

c) the Vendor shall have no obligations to the Purchaser in any manner or form in respect of such purported purchase.

9.2. Any availability, transferability or tradability of Tokens on any cryptocurrency exchange shall not be construed, interpreted or deemed by the Purchaser as an indication of the merits of the Vendor, MPV, the Whitepaper, the Channels, the Token Sale or the Tokens.

9.3. Notwithstanding 9.1 and 9.2 above, where a Token is purchased from an Exchange or a Token Holder and the following conditions are met:

- The Token is validated on the underlying blockchain as a legitimately issued MPV Token issued by MPV Capitals Ltd;

- The new Token Holder is eligible to purchase the Token(s) under the terms of this Contract;

- The new Token Holder is not an Excluded Person;

- The new Token Holder is not resident or a citizen of an Excluded Jurisdiction; and

- The new Token Holder meets all AML requirements and provides all relevant information and documents on request;

Then the new Token Holder will be considered to have the same rights and be subject to the same terms and conditions as if the Token had been purchased the Token from MPV Capitals Ltd under this contract, with the exception that MPV Capitals Ltd will not have any obligation whatsoever to provide the new Token Holder with a refund of the paid or due purchase price.

10. Rights Of Token Holders

10.1. Except for any rights granted by the Vendor, in its sole and absolute discretion, to Token holders as described in the Whitepaper (with the terms and conditions, and extent, of any such granted right also being determined by the Vendor in its sole and absolute discretion), ownership and holding of Tokens shall carry no other rights, express or implied, in relation to the Purchaser, the Vendor or any other person or property.

10.2. For the avoidance of doubt, the Purchaser shall have no right to interfere with the management or running of the Underlying Properties or mortgage securities, which will be carried out solely by the appointed Property Manager(s).

11. Redemption of Tokens for Property or Property for Tokens

11.1. Should the Purchaser wish to redeem Tokens to purchase a specific property, the Token Holder or Purchaser must furnish all relevant and requested documents and information. This may include (but is not limited to) the following:

- Identity card and other identifying documents;
- Date of Birth;
- Residences for Tax Purposes (may be more than 1) with proof of addresses;
- Citizenships held;
- Phone numbers and email addresses;
- Relevant passwords (Tokens);
- Tax Identification Number(s); and
- Evidence for the Source of Wealth and Source of Funds.

The eligibility to redeem the property or Tokens will be subject to the Purchaser's or Token Holder's local law, regulation and guidelines.

12. Withdrawals, Cancellations, Rejections of Purchases and Termination of Sale

12.1. Upon successful receipt in the Designated Account of the Purchase Amount for the purchase of Tokens from the Vendor, save as provided for under this Agreement:

- a) such transfer shall be deemed to be final; and
- b) unless otherwise required by the applicable laws, regulations or rules, the Purchaser shall not be entitled to any withdrawals or cancellations of transfers or purchases, or any refunds.

12.2. The Vendor reserves the right, in its sole and absolute discretion, to reject any purchases of Tokens or terminate a sale at any time after the Purchaser's acceptance of this Agreement and prior to the delivery of Tokens. The Vendor further reserves the right, in its sole and absolute discretion, to treat the sale and purchase of Tokens therein as being invalid, notwithstanding any delivery of Tokens which may have been effected, where there has been any change in any applicable law, regulation or rule that prohibits, restricts, curtails, hinders, impairs or otherwise adversely affects the sale to any extent.

12.3. The Vendor reserves the right, in its sole and absolute discretion, to reject any purchases of Tokens by any Purchaser at any time after the Purchaser's acceptance of this Agreement and prior to the delivery of Tokens in the event that the Vendor is not completely satisfied with the outcome of the customer due diligence carried out on the Purchaser.

12.4. In the event of any such rejection of the Purchaser's purchase of Tokens, termination of the sale or the sale being treated as invalid, where the Purchaser has transferred the Purchase Amount for such rejected purchase, or such purchase of Tokens which is the subject of a terminated sale, or the

completed sale being treated as invalid (as the case may be), the Purchaser acknowledges and agrees that:

- a) provided that the transfer of the Purchase Amount to the Designated Account as payment for such intended purchase of Tokens is successfully received in the Designated Account and notwithstanding any provision in this Agreement, the Vendor may, notwithstanding any provision in this Agreement, elect in its sole and absolute discretion to provide a refund of such Purchase Amount in full or in part without interest and net of all administrative and/or third party charges and/or other transaction fees (if any) that may be incurred in connection with such refund, in which case such administrative and/or third party charges and/or other transaction fees (if any) incurred in connection with such refund shall be borne by the Purchaser;
- b) except for any refund that the Vendor may elect to provide under Paragraph 11(a), the Vendor shall have no obligations in any form or manner whatsoever to the Purchaser with respect of such intended purchase; and
- c) except for the Purchaser's right to any such refund under Paragraph 11(b), the Purchaser hereby waives all rights, claims and/or courses of action (present or future) under law (including any tortious claims) or contract against the Vendor in connection with or arising from such intended purchase, and shall further hold harmless, the Vendor from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by the Purchaser in connection with or arising from such attempted purchase.

13. Refund of Purchase Consideration

- 13.1. The Purchaser acknowledges, agrees, and confirms that there shall be no refund of any transfers made by the Purchaser to the Vendor in any form or manner unless clearly provided for under this Agreement. All risks in relation to any refund of transfers made pursuant to this Agreement shall be borne absolutely by the Purchaser, and the Vendor shall not be liable for any such risks.
- 13.2. In each case where the Vendor elects, in accordance with this Agreement, to provide a refund of any transfers made by the Purchaser for any intended purchase, the Vendor shall transfer such amount as may be equivalent to the amount refundable to the Purchaser.
- 13.3. The Purchaser hereby waives all rights, claims and/or courses of action (present or future) under law (including any tortious claims) or contract against the Vendor in connection with or arising from such refund, and shall further hold harmless, the Vendor from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by the Purchaser in connection with or arising from such refund.

14. Vendor Representations and Warranties

Organisation and Standing

- 14.1. The Vendor is a company registered in Labuan, validly existing and in good standing under the laws of Labuan and is licensed to issue credit tokens by the Labuan Financial Services Authority. The Vendors Transfer Agents⁴ are also companies registered in Labuan and licensed by the Labuan Financial

⁴ Suite Dynamics Limited, wholly owned by the MPV (L) Foundation and licensed Labuan Money Broking Business, Licence Number MB/19/0035; and SPG Corporation, wholly owned by MPV (L) Foundation and licensed Labuan Payment System Provider, Reference Number LFS.A.400-14/LFA/PS/05/2019(4)

Services Authority to carry out business as a Labuan Money Broker Business and a Labuan Payment System Provider.

14.2. The Vendor has all requisite corporate power and authority to own, lease and operate its assets and properties, to carry on its business as presently conducted, to execute and deliver this Agreement and to carry out the transactions contemplated in this Agreement.

Authorisation

14.3. The Vendor has authorised the execution, delivery and performance of this Agreement, including the fulfilment of and compliance with the respective terms and conditions of this Agreement.

14.4. When executed by the Vendor, this Agreement will constitute a valid and legally binding obligation of the Vendor, enforceable in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganisation, or other similar laws relating to or affecting creditors' rights generally or by general equitable principles.

Title to Tokens

14.5. The Tokens have been duly authorised and, upon payment by the Purchaser of the Purchase Amount, the Tokens will be validly issued and transferred to the Purchaser, whereupon the Purchaser will acquire good and marketable title, free and clear of all mortgages, liens, pledges, charges, claims, security interests and other encumbrances (other than any restrictions created by the Purchaser or any restrictions created by law).

Non-Contravention

14.6. The issuance and sale by the Vendor of the Tokens does not conflict with the Memorandum of Association or bylaws of the Vendor, or any material contract by which the Vendor or its property is bound, or any laws, regulations or ruling of the Court in Labuan applicable to the Vendor or its property.

14.7. The Vendor does not make, and hereby disclaims, any representation or warranty in any form whatsoever, including any representation or warranty in relation to:

- a) The information set out on the Whitepaper, the Channels or any other place;
- b) The Vendor;
- c) The Token sale;
- d) The Tokens;
- e) The Purchaser's purchase of Tokens;
- f) The Designated Account;
- g) The Designated Web Address;
- h) The Wallet; and
- i) MPV.

15. Purchaser Representations and Warranties

Legal Capacity

15.1. The Purchaser represents and warrants that:

- 15.2. The Purchaser is not an Excluded Person;
- 15.3. The Purchaser is of legal age to enter into a binding agreement both in Labuan and the Purchaser's jurisdiction;
- 15.4. The Purchaser has the full and unrestricted legal capacity to execute and deliver this Agreement and to carry out the transactions contemplated within this Agreement.
- 15.5. Where the Purchaser represents another entity, that the Purchaser has the right, power and authorisation to represent that entity to enter into the terms and conditions on behalf of that entity and to legally bind it to these terms and conditions.
- 15.6. If the Purchaser is a partnership, corporation, trust or other entity or association (an "Entity"), the Purchaser is duly registered, incorporated or formed, validly existing and in good standing under the laws of the jurisdiction of its registration, incorporation or formation and has all requisite power and authority to carry on its business as presently conducted, to execute and deliver this Agreement and to carry out the transactions contemplated within the Agreement.

Authorisation; Binding Obligation

- 15.7. Where the Purchaser is an Entity, the execution, delivery and performance of this Agreement by the Purchaser, the fulfilment of and the compliance with the respective terms and conditions of this Agreement, and the due consummation of the transactions contemplated within this Agreement have been duly and validly authorised by all necessary corporate procedures or other action on the part of the Purchaser (none of which actions have been modified or rescinded, and all of which actions are in full force and effect). When executed by the Purchaser, this Agreement will constitute a valid and binding obligation of the Purchaser, enforceable in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganisation or other similar laws relating to or affecting creditors' rights generally or by general equitable principles.

Non-Contravention

- 15.8. The purchase by the Purchaser of the Tokens does not conflict with the constituent documents of the Purchaser or with any material contract by which the Purchaser or its property is bound, if the Purchaser is an Entity, or any laws or regulations or decree, ruling or judgement of any Court applicable to the Purchaser or the Purchaser's property.
- 15.9. The funds that the Purchaser uses to purchase Tokens were not and are not directly or indirectly derived from any activities that in connection with anti-money laundering and/or terrorism financing laws or regulations or any other acts in breach or contravention of any applicable law, regulation or rule.
- 15.10. The Tokens to be delivered to and received by the Purchaser will not be used for any purpose in connection with money laundering, terrorism financing or any other acts in breach or contravention of any applicable law, regulation or rule.
- 15.11. The Purchaser agrees and acknowledges that the Vendor is not liable for any direct, indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with any acceptance of or reliance on this Agreement or any part thereof by the Purchaser.
- 15.12. The Purchaser waives the right to participate in a class action lawsuit or a class wide arbitration against the Vendor and/or any person involved in the Token sale and/or with the creation and distribution of the Tokens.

15.13. All of the above representations and warranties are, and will continue to be, true, complete, accurate and non-misleading from the time of the Purchaser's acceptance of this Agreement notwithstanding the receipt by the Purchaser of all of the Tokens.

16. Disclaimers

16.1. To the maximum extent permitted by all applicable laws, regulations, and rules and except as otherwise provided in this Agreement, the Vendor hereby expressly disclaims its liability and shall in no case be liable to the Purchaser or any person for:

- a) any sale or transfer of any Tokens acquired by the Purchaser to any person at any time;
- b) cryptocurrencies used to purchase Tokens being obtained through any acts in connection with money laundering, terrorism financing or any other acts in breach or contravention of any applicable law, regulation or rule;
- c) use of Tokens for any purpose in connection with money laundering, terrorism financing or any other acts in breach or contravention of any applicable law, regulation or rule;
- d) rejection of purchases of Tokens or termination of the Token Sale pursuant to the Terms outlined in this Agreement;
- e) failure or delay in the delivery by the Vendor, and receipt by the Purchaser, of Tokens;
- f) failure, malfunction or breakdowns due to hacks, mining attacks (including but not limited to double-spend attacks, majority mining power attacks and "selfish-mining" attacks), cyber-attacks, distributed denials of service, errors, vulnerabilities, defects, flaws in programming or source code or otherwise, regardless of when such failure, malfunction, breakdown, or disruption occurs;
- g) failure, malfunction, breakdowns or disruption to any blockchain, blockchain-based software systems or any blockchain technology due to hardforking, hacks, mining attacks (including but not limited to double-spend attacks, majority mining power attacks and "selfish-mining" attacks), cyber-attacks, distributed denials of service, errors, vulnerabilities, defects, flaws in programming or source code or otherwise, regardless of when such failure, malfunction, breakdown, or disruption occurs;
- h) any virus, error, bug, flaw, defect or otherwise adversely affecting the Tokens in any manner;
- i) traded prices or trading volume of Tokens (after Token issue);
- j) failure to disclose information relating to the progress of Token sales;
- k) loss of possession of the credentials for accessing, or (where applicable) loss or destruction of the private keys of the Purchaser's Wallet in any manner and to any extent;
- l) failure or delay in the availability of Tokens for trading on any cryptocurrency exchange;
- m) any rejection of trading of Tokens by a cryptocurrency exchange;
- n) any prohibition, restriction or regulation by any government or regulatory authority in any jurisdiction of the operation, functionality, usage, storage, transmission mechanisms, transferability or tradability (after Token issue) or other material characteristics of the Tokens;
- o) any risks associated with the Whitepaper, the Channels, the Vendor, the Token sale, Tokens, the Purchaser's purchase of Tokens, the Wallet, the Purchaser's provision of the Wallet address, the Designated Account, and the Designated Web Address;

p) all other risks, direct, indirect or ancillary, whether in relation to the Whitepaper, the Channels, the Vendor, the Token sale, Tokens, the Purchaser's purchase of Tokens, the Wallet, the Purchaser's provision of the Wallet address to the Vendor, the Designated Account and the Designated Web Address which are not specifically or explicitly contained in or stated in this Agreement; and

q) The Vendor does not in any way guarantee a positive return over any time period for the purchase or holding of MPV Tokens.

16.2. In the event of any loss, hack or theft of funds from the Designated Account, the Receiving Address or the Wallet, the Purchaser acknowledges and confirms that the Purchaser shall have no right(s), claim(s) or causes of action in any way whatsoever against the Vendor.

17. Limitation of Liability and Indemnification

17.1. To the maximum extent permitted by the applicable laws, regulations and rules:

a) the Vendor shall not be liable for any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with the purchase of, use, receipt or holding of Tokens by the Purchaser;

b) the aggregate liability of the Vendor, in tort, contract or otherwise, arising out of or in connection with the purchase of, use, receipt or holding of Tokens by the Purchaser shall be limited to the funds transferred by the Purchaser as consideration for the Token purchase; and

c) the Purchaser agrees to waive all rights to assert any claims under the applicable laws, regulations and rules and may make claims based only on this Agreement.

17.2. To the maximum extent permitted by the applicable laws, regulations and rules, the Purchaser shall indemnify, defend, and hold the Vendor harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable legal fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by the Purchaser or any third party against the Vendor arising out of a breach of any warranty, representation, or obligation hereunder.

18. Successors and Assigns

18.1. Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties (including transferees of any Tokens). Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

19. Third Party Beneficiaries

19.1. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto or their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by any reason of this Agreement, except as expressly provided in this Agreement.

20. Intellectual Property Rights

- 20.1. This Agreement shall not entitle the Purchaser to any intellectual property rights, including the rights in relation to the use, for any purpose, of any information, image, user interface, logos, trademarks, trade names, Internet domain names or copyright in connection with the Whitepaper, the Channels, the Vendor, the Token sale, the Tokens, the Designated Web Address, or the Purchaser's purchase of Tokens.
- 20.2. There are no implied licences under this Agreement, and any rights not expressly granted to the Purchaser under this Agreement are reserved by the Vendor.

21. Surviving Terms

- 21.1. Notwithstanding the sale of all Tokens for the Underlying Property, any delivery of Tokens to the Purchaser or any termination of the Token sale pursuant to this Agreement shall remain valid and in full force and effect.

22. No Implied Waivers; Remedies

- 22.1. No failure or delay on the part of any party in exercising any right, privilege, power, or remedy under this Agreement, and no course of dealing shall operate as a waiver of any such right, privilege, power or remedy; nor shall any single or partial exercise of any right, privilege, power or remedy under this Agreement preclude any other or further exercise of any such right, privilege, power or remedy or the exercise of any other right, privilege, power or remedy.
- 22.2. No waiver shall be asserted against any party unless signed in writing by such party.
- 22.3. The rights, privileges, powers and remedies available to the parties are cumulative and not exclusive of any other rights, privileges, powers or remedies provided by statute, at law, in equity or otherwise.
- 22.4. Except as provided in this Agreement, no notice to or demand on any party in any case shall entitle such party to any other or further notice or demand in any similar or other circumstances or constitute a waiver of the right of the party giving such notice or making such demand to take any other or further action in any circumstances without notice or demand.

23. Taxes

- 23.1. The Purchase Amount that the Purchaser transfers as payment for purchase of Tokens shall be exclusive of all taxes that are applicable to the Purchaser's purchase of, receipt and holding of Tokens in any jurisdiction ("Payable Tax").
- 23.2. The Purchaser shall be solely responsible for determining any Payable Tax and declaring, withholding, collecting, reporting and remitting the correct amount of Payable Tax to the appropriate tax authorities.
- 23.3. The Purchaser shall be solely liable for all penalties, claims, fines, punishments, or other liabilities arising from the non-fulfilment or non-performance to any extent of any obligations in relation to the Payable Tax.
- 23.4. The Vendor shall not be responsible for determining any Payable Tax and declaring, withholding, collecting, reporting and remitting the correct amount of Payable Tax to the appropriate tax authorities.

24. Notices

- 24.1. Any notice or other communication to be given under this Agreement shall be in writing, and shall be deemed to have been duly served on, given to or made in relation to a Party if it is:
- a) left at the address of that Party or posted by prepaid airmail/first-class/registered post addressed to that Party at such address, in which case such notice shall be deemed to have been delivered and received at the time of delivery; or
 - b) transmitted by email or facsimile, in which case such notice shall be deemed to be delivered and received at the time of transmission in legible form.
- 24.2. In the case of delivery by hand, provided that the delivery occurs after 6.00 p.m. on a business day or on a day which is not a business day, receipt shall be deemed to occur at 9.00 a.m. on the next business day.
- 24.3. For the purposes of this Agreement, the contact details of the Vendor shall be the contact details (including, if applicable, the details of the person for whose attention a notice or communication is to be addressed) as the Vendor may announce on the Channels or notify to you in writing from time to time in accordance with the requirements of this Agreement.
- 24.4. The Purchaser's contact details shall be such contact details as the Purchaser may notify to the Vendor in writing from time to time in accordance with the requirements of this Agreement.
- 24.5. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing, to the following addresses:

If to the Vendor, to:

MPV Capitals Ltd
Unit 4A(1), Main Office Tower,
Financial Park Complex Labuan,
Jalan Merdeka, 87000
Federal Territory of Labuan, Malaysia

Customer Service Email:

enquiry@mpvworld.com

25. Governing Law and Jurisdiction

- 25.1. This agreement shall be construed in accordance with and governed by the laws of Labuan, Malaysia, without giving effect to the choice of law rules.
- 25.2. Each of the parties hereby irrevocably agrees that the courts of Labuan, Malaysia shall have exclusive jurisdiction in connection with any actions or proceedings arising between the parties under this agreement. Each of the parties hereby irrevocably consents and submits to the jurisdiction of said Courts for any such action or proceeding. Each of the parties hereby waives the defence of an inconvenient forum to the maintenance of any such action or proceeding in said Courts.
- 25.3. A Party shall give prompt written notice of any Dispute to the other Party (a "Dispute Notice"). Such Dispute Notice will include sufficient details of the Dispute to enable the other Party to consider its position in relation to the Dispute.

- 25.4. Each Party agrees to use its best endeavours to settle any Dispute amicably between the Parties within a period of 30 days from the date of the Dispute Notice given.
- 25.5. Only in the event that a Dispute is not settled then either Party may, by notice in writing to the other Party, refer the Dispute to arbitration.
- 25.6. In the event that either Party refers a Dispute, such Dispute shall be referred to and finally resolved by arbitration administered by the Asian International Arbitration Centre in accordance with the Arbitration Rules of the Asian International Arbitration Centre for the time being in force which rules are deemed to be incorporated by reference in this Agreement. The seat of the arbitration shall be in Labuan. The Tribunal shall consist of one (1) arbitrator to be nominated by the Vendor. The language of the arbitration shall be in English.
- 25.7. Notwithstanding any Dispute or reference of certain Disputes (or part of certain Disputes) for determination by arbitration, the Parties will continue to comply with their respective obligations under this Agreement.

26. Headings

- 26.1. The headings contained in this Agreement are for convenience only and shall not affect the construction or interpretation of any provisions of this Agreement.

27. Severance and Partial Invalidity

- 27.1. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision or provisions were so excluded and shall be enforceable in accordance with its terms.

28. Counterparts

- 28.1. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 28.2. A facsimile, telecopy, PDF, or other written or electronic reproduction of this Agreement may be executed by one or more parties, and an executed copy of this Agreement may be delivered by one or more parties by facsimile, telecopy, PDF, or similar written or electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery will be considered valid, binding and effective for all purposes. At any party's request, the other party agrees to execute an original of this Agreement as well as any facsimile, telecopy, PDF, or other reproduction of this Agreement.

29. Entire Agreement

- 29.1. This Agreement (including the schedules and exhibits hereto) and the documents incorporated by reference constitute the full and entire understanding and agreement among the parties and no party shall be liable or bound to any other party in any manner by any warranties, representations, or covenants, except as specifically set forth herein or therein.

Annex 1: Definitions

In this Agreement, the following words and expressions shall, where not inconsistent with the context, have the following meanings respectively:

“Designated Account” means the Vendor’s account for the receipt of the Purchase Amount as consideration for the purchase of Tokens.

“Designated Web Address” means <http://www.mpvworld.com/>

“Dispute” means any dispute between the Parties arising out of or in relation to this Agreement.

“Excluded Persons” means a person from an Excluded Jurisdiction.

“Excluded Jurisdiction” means any of the following: a country or jurisdiction (a) which prohibits the purchase of any virtual currency, participation in token sales, or other similar activities, or (b) where it is likely that the sale of BJT Tokens would be construed as the sale of a security (howsoever named) or investment product (including without limitation the jurisdictions listed at the following web address: <https://www.loc.gov/law/help/cryptocurrency/world-survey.php>, or (c) with strategic anti-money laundering / counter-financing of terrorism deficiencies most recently identified by the Financial Action Task Force at <http://www.fatf-gafi.org/countries/#high-risk>, any jurisdiction which is the subject of any sanctions administered or enforced by the United Nations, and any jurisdiction in which the token sale is prohibited, restricted or unauthorised in any form or manner whether in full or in part under the laws, regulatory requirements or rules in such jurisdiction.

“Wallet” means an electronic storage facility that is capable of holding and transferring MPV Tokens which has been successfully initialised and owned by the Purchaser.

I hereby acknowledge that I have read, understand and **agree** to the **terms** of this document relating to the service provided by mpvworld.com and its affiliates.