

# Terms & Conditions

The following Terms and Conditions (“Terms”) govern your (“you” or the “Purchaser”) purchase of cryptographic tokens (“COMMONWEALTH “ or “COMM”, and derivative products including “CBND”, “CBND3”, “CBND6”, collectively “CBNDs”) from COMMONWEALTH FOUNDATION LTD., a public company limited by guarantee registered in Singapore (the “Company”). Each of you and the Company is a “Party” and, together, the “Parties” to these Terms. This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. This document describes the Commonwealth (COMM) and CBNDs sale.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE COMM OR CBNDs FROM THE COMPANY. BY PURCHASING THE COMMONWEALTH TOKEN (COMM) OR CBNDs FROM THE COMPANY, YOU WILL BE BOUND BY THESE TERMS AND ANY TERMS INCORPORATED BY REFERENCE. IF YOU HAVE ANY QUESTIONS REGARDING THESE TERMS, PLEASE CONTACT THE COMPANY AT [info@cryptocommonwealth.io](mailto:info@cryptocommonwealth.io).

By purchasing the Commonwealth Token (COMM) or CBNDs, and to the extent permitted by law, you are agreeing not to hold any of the Company and its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “COMMONWEALTH FOUNDATION LTD.”) liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of Commonwealth Token (COMM) or CBNDs, including losses associated with the terms set forth below.

DO NOT PURCHASE THE COMMONWEALTH TOKEN (COMM) OR CBNDs IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS. PRIOR TO PURCHASING THE COMMONWEALTH TOKEN (COMM) OR CBNDs, YOU SHOULD CAREFULLY CONSIDER THE TERMS LISTED BELOW AND, TO THE EXTENT NECESSARY, CONSULT AN APPROPRIATE LAWYER, ACCOUNTANT, OR TAX PROFESSIONAL. IF ANY OF THE FOLLOWING TERMS ARE UNACCEPTABLE TO YOU, YOU SHOULD NOT PURCHASE THE COMMONWEALTH TOKEN (COMM) OR CBNDs.

PURCHASES OF THE COMMONWEALTH TOKEN (COMM) OR CBNDs SHOULD BE UNDERTAKEN ONLY BY INDIVIDUALS, ENTITIES, OR COMPANIES THAT HAVE SIGNIFICANT EXPERIENCE WITH, AND UNDERSTANDING OF, THE USAGE AND INTRICACIES OF CRYPTOGRAPHIC TOKENS, INCLUDING

ETHEREUM ERC-20 TOKENS, AND BLOCKCHAIN BASED SOFTWARE SYSTEMS. PURCHASERS SHOULD HAVE A FUNCTIONAL UNDERSTANDING OF STORAGE AND TRANSMISSION MECHANISMS ASSOCIATED WITH OTHER CRYPTOGRAPHIC TOKENS. WHILE THE COMPANY WILL BE AVAILABLE TO ASSIST PURCHASERS OF THE COMMONWEALTH TOKEN (COMM) OR CBNDS DURING THE SALE, THE COMPANY WILL NOT BE RESPONSIBLE IN ANY WAY FOR LOSS OF BTC, ETH, FIAT AND ANY OTHER TYPES OF FUNDS OR THE COMMONWEALTH TOKEN (COMM) OR CBNDS RESULTING FROM ACTIONS TAKEN BY, OR OMITTED BY PURCHASERS. IF YOU DO NOT HAVE SUCH EXPERIENCE OR EXPERTISE, THEN YOU SHOULD NOT PURCHASE THE COMMONWEALTH TOKEN (COMM) OR CBNDS OR PARTICIPATE IN THE SALE OF THE COMMONWEALTH TOKEN (COMM) OR CBNDS. YOUR PARTICIPATION IN THE COMMONWEALTH TOKEN (COMM) OR CBNDS SALE IS DEEMED TO BE YOUR UNDERTAKING THAT YOU SATISFY THE REQUIREMENTS MENTIONED IN THIS PARAGRAPH.

PURCHASER AGREES TO BUY, AND COMPANY AGREES TO SELL, THE THE COMMONWEALTH TOKEN (COMM) OR CBNDS IN ACCORDANCE WITH THE FOLLOWING TERMS:

1. Conditions to The Commonwealth Token (COMM) or CBNDs sale

YOU MAY NOT MAKE AN PURCHASE OF THE COMMONWEALTH TOKEN (COMM) OR CBNDS IF YOU ARE A CITIZEN, RESIDENT (TAX OR OTHERWISE) OR GREEN CARD HOLDER OF THE UNITED STATES OF AMERICA, OR A CITIZEN OR RESIDENT OF ANY COUNTRY ON THE OFAC SANCTIONS LIST, INCLUDING BALKANS, BELARUS, BURMA, CÔTE D'IVOIRE (IVORY COAST), CUBA, DEMOCRATIC REPUBLIC OF CONGO, IRAN, IRAQ, LIBERIA, NORTH KOREA, SUDAN, SYRIA, AND ZIMBABWE. THIS SALE IS BEING OFFERED IN AN OFFSHORE TRANSACTION AS DEFINED IN REGULATION S AND TO FOREIGN INVESTORS IN THE REGULATION S SAFE HARBOR. U.S. INVESTORS COULD INVEST ONLY IN THE REGULATION D 506(C) PRIVATE SALE FOR ACCREDITED INVESTORS VIA A SAFT WITH A 1-YEAR HOLDING PERIOD FOR THE COMM TOKENS. THANK YOU FOR YOUR SUPPORT AND COOPERATION.

When you purchase, or otherwise receive, a Commonwealth (COMM) or any of CBND products, you may only do so by accepting the following conditions and, by doing so, you warrant and represent that the following are a true and accurate reflection of the basis on which you are acquiring COMM or CBNDs:

- Neither the Company nor any of the CRYPTO COMMONWEALTH companies around the world, and or team members or staff has provided you with any advice regarding whether COMM or CBNDs are suitable investments for you;
- You have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, such as Bitcoin

and Ether, as well as blockchain-based software systems generally;

- You are legally permitted to receive and hold and make use of COMM or CBNDs in your and any other relevant jurisdiction;
- You will supply us with all information, documentation or copy documentation that we require in order to allow us to accept your purchase of COMM or CBNDs and allocate COMM or CBNDs to you;
- You have not supplied us with information relating to your acquisition of COMM or CBNDs or otherwise which is inaccurate or misleading;
- You will provide us with any additional information which may be reasonably required in order that we can fulfill our legal, regulatory and contractual obligations, including but not limited to any anti-money laundering (AML) obligation;
- You bear the sole responsibility for purchasing COMM or CBNDs and the source of the funds you use for purchasing COMM or CBNDs;
- You will notify us promptly of any change to the information supplied by you to us;
- You are of a sufficient age (if an individual) to legally obtain COMM or CBNDs, and you are not aware of any other legal reason to prevent you from obtaining COMM or CBNDs;
- You take sole responsibility for any restrictions and risks associated with receiving and holding COMM or CBNDs, including but not limited to these set out in Annex A;
- By acquiring COMM or CBNDs, you are not making a regulated investment, as this term may be interpreted by the regulator in your jurisdiction;
- You are not obtaining or using COMM or CBNDs for any illegal purpose, and will not use COMM or CBNDs for any illegal purpose;
- You have enough working knowledge of English language or any supported language on this site to read, understand, and accept the terms and conditions of COMM or CBNDs purchasing and the information provided on the Whitepaper and the associated website(s);
- You waive any right you may have / obtain to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the sale of COMM or CBNDs;
- Your acquisition of COMM or CBNDs not involve your purchase or receipt of shares, ownership or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;
- Your purchase of COMM or CBNDs is neither refundable nor cancelable;
- To the extent permitted by law and provided we act in good faith, the Company makes no warranty whatsoever, either expressed or implied, regarding the future success of COMM or CBNDs and/or the Ethereum Network;
- You accept that COMM or CBNDs is created and you obtain COMM or CBNDs on an “as is” and “under development” basis. Therefore, provided the Company acts in good faith, you accept that the Company is providing COMM or CBNDs without being able to provide any warranties in relation to COMM or CBNDs, including, but not limited to, title, merchantability or fitness for a particular purpose;
- You accept that you bear sole responsibility for determining if (i) the acquisition, the allocation, use or ownership of COMM or CBNDs (ii) the potential appreciation or

depreciation in the value of COMM or CBNDs over time, if any, (iii) the sale and purchase of COMM or CBNDs; and/or (iv) any other action or transaction related to COMM or CBNDs has tax implications.

## 2. Overview of COMM and CBNDs sale

COMM or CBNDs are required for proper operation and comprehensive utilization of the Crypto Commonwealth ecosystem (as defined in the whitepaper (the "Whitepaper") provided at [cryptocommonwealth.co](http://cryptocommonwealth.co) (the "Website") as of the date the Purchaser acquires COMM or CBNDs.

The maximum total supply of COMM is 1,000,000,000 and will be distributed as defined in the Whitepaper. COMM or CBNDs and CBNDs are already generated and the token delivery with and without specified lock period will be scheduled in due course after successful purchase by the purchaser. Ownership of COMM or CBNDs during the COMM or CBNDs sale carries no rights express or implied. Purchases of COMM or CBNDs are non-refundable.

CBND is the world's first Convertible Crypto Bond. It shares certain features in common with Convertible Bond in the traditional market, but with significant simplifications. The token sale is essentially on the crypto underlying, COMM, with three different lock periods: [CBND6](#) for six months, [CBND3](#) for three months, and [CBND](#) for one month. When these locks are over, 1:1 and one-way redemption would be offered to convert each CBND to COMM, the main token. This will be done via either smart contracts or trading pairs in prestigious exchanges, to be announced soon. For each CBND (including CBND3 and CBND6) issued, the same amount of COMM is locked until the day of redemption, preventing any potential inflation on the COMM supply. Upon redemption, any and all CBNDs would be burnt immediately by the COMM team. The remaining and circulating CBNDs in the market, if any, would share the same tokenomics with COMM and continue to persist.

The token distributions and allocations are described on the Whitepaper available on [https://cryptosmartbeta.com/wp-content/uploads/docs/whitepaper\\_en.pdf](https://cryptosmartbeta.com/wp-content/uploads/docs/whitepaper_en.pdf)

## 3. Post ICO/IEO Listings

By or upon the end of COMM or CBNDs ICO/IEO, COMM and CBNDs will be tradable as an official cryptocurrency on the featured exchanges on the Whitepaper or Website, based on the announcements that the Company and the exchanges will make together.

## 4. Insider Deal

The Company warrants that neither it nor its shareholders will purchase COMM or CBNDs during the COMM or CBNDs ICO and IEO sales. Furthermore, the Company

warrants that neither it nor its shareholders will purchase COMM or CBNDs from any third party during the period of the COMM or CBNDs ICO and IEO sales.

#### 5. All COMM and CBNDs Purchases Are Final

ALL PURCHASES OF COMM OR CBNDs ARE FINAL. PURCHASES OF COMM OR CBNDs ARE NON-REFUNDABLE. BY PURCHASING COMM OR CBNDs, THE PURCHASER ACKNOWLEDGES THAT NEITHER THE COMPANY NOR ANY OF ITS AFFILIATES, DIRECTORS OR SHAREHOLDERS ARE REQUIRED TO PROVIDE A REFUND FOR ANY REASON.

IF THE COMPANY BELIEVES, IN ITS SOLE DISCRETION, THAT ANY INDIVIDUALS OR ENTITIES OWNING COMM OR CBNDs CREATES MATERIAL REGULATORY OR OTHER LEGAL RISKS OR ADVERSE EFFECTS FOR THE COMPANY AND/OR COMM OR CBNDs, THE COMPANY RESERVES THE RIGHT TO: (A) BUY ALL COMM OR CBNDs FROM SUCH COMM OR CBNDs OWNERS AT THE THEN-EXISTING MARKET PRICE AND/OR (B) SELL ALL CRYPTOCURRENCY ASSETS OF THE COMPANY.

#### 6. Taxation

The Purchaser bears the sole responsibility to determine if the purchase of COMM or CBNDs with BTC, ETH, USDT ERC20, Fiat currencies or the potential appreciation or depreciation in the value of COMM or CBNDs over time has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing COMM or CBNDs, and to the extent permitted by law, the Purchaser agrees not to hold any of the Company, its affiliates, shareholders, director, or advisors liable for any tax liability associated with or arising from the purchase of COMM or CBNDs.

#### 7. Privacy

The Purchasers may be contacted by email by the Company. Such emails will be informational only. The Company will not request any information from Purchasers in an email. See our Privacy Policy available on the Website for additional information. For further information please read our Privacy Policy.

#### 8. Force Majeure

The Company and Crypto Commonwealth Team are not liable for failure to perform solely caused by:

- Unavoidable casualty,
- Delays in delivery of materials,
- Delays in the platform operations due to technical reasons,
- Embargoes,
- Government orders,
- Acts of civil or military authorities,
- Acts by common carriers,
- Emergency conditions (including weather conditions),

■ Security issues arising from the technology used,

Or any similar unforeseen event that renders performance commercially implausible. If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Terms, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

#### 9. Disclaimer of Warranties

THE PURCHASER EXPRESSLY AGREES THAT THE PURCHASER IS PURCHASING COMM OR CBND'S AT THE PURCHASER'S SOLE RISK AND THAT COMM OR CBND'S ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NONE OF CRYPTO COMMONWEALTH TEAM WARRANTS THAT THE PROCESS FOR PURCHASING COMM OR CBND'S WILL BE UNINTERRUPTED OR ERROR-FREE.

#### 10. Limitations Waiver of Liability

THE PURCHASER ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO (i) USE OF, OR INABILITY TO USE, COMM OR CBND'S OR (ii) THE COMPANY AND CRYPTO COMMONWEALTH TEAM UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY KIND IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT NONE OF THE COMPANY AND CRYPTO COMMONWEALTH TEAM SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, OR PURCHASE OF, OR INABILITY TO PURCHASE, COMM OR CBND'S, OR ARISING OUT OF ANY INTERACTION WITH THE SMART CONTRACT IMPLEMENTED IN RELATION TO COMM OR CBND'S. THE PURCHASER FURTHER SPECIFICALLY ACKNOWLEDGES THAT CRYPTO COMMONWEALTH TEAM IS NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF COMM OR CBND'S, AND THAT THE RISK OF PURCHASING AND USING COMM OR CBND'S RESTS ENTIRELY WITH THE PURCHASER. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ANY OF THE COMPANY AND

CRYPTO COMMONWEALTH TEAM BE LIABLE TO ANY PURCHASER FOR MORE THAN THE AMOUNT THE PURCHASER HAVE PAID TO THE COMPANY FOR THE PURCHASE OF COMM OR CBND. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION AND ELSEWHERE IN THE TERMS MAY NOT APPLY TO A PURCHASER. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY PURCHASER OR EXCLUDE INJURY ARISING FROM ANY WILFUL MISCONDUCT OR FRAUD OF THE COMPANY AND CRYPTO COMMONWEALTH TEAM.

#### 11. Complete Agreement

These Terms set forth the entire understanding between the Purchaser and the Company with respect to the purchase and sale of COMM or CBNDs. For facts relating to the sale and purchase, the Purchaser agrees to rely only on the Terms in determining purchase decisions and understands that the Terms govern the sale of COMM or CBNDs and supersede any public statements about the COMM or CBNDs sale made by third parties or by the Company and Crypto Commonwealth Team or individuals associated with any of the Company and Crypto Commonwealth Team, past and present and during the COMM or CBNDs sale.

#### 12. Severability

The Purchaser and the Company agree that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

#### 13. No Waiver

The failure of the Company to require or enforce strict performance by the Purchaser of any provision of these Terms or the Company's failure to exercise any right under these Terms shall not be construed as a waiver or relinquishment of the Company's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by the Company of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by the Company and Crypto Commonwealth Team shall be deemed a modification of these Terms nor be legally binding.

#### 14. Updates to the Terms

The Company reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the sale by posting the amended

Terms on the Website. Any Purchaser will be deemed to have accepted such changes by purchasing COMM or CBNDs. The Terms may not be otherwise amended except by express consent of both the Purchaser and the Company.

#### 15. Cooperation with Legal Authorities

The Company will cooperate with all law enforcement inquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions.

#### 16. Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Company and Crypto Commonwealth Team from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your purchase or use of COMM or CBNDs; (ii) your responsibilities or obligations under these Terms; (iii) your violation of these Terms; or (iv) your violation of any rights of any other person or entity.

The Company reserves the right to exercise the sole control over the defense, at your expense, of any claim subject to indemnification under this Section 16. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

#### 17. Security

You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanisms you use to receive and hold COMM or CBNDs purchased from the Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Tokens. The Company is not responsible for any losses, costs or expenses relating to lost access credentials.

#### 18. Language

Currently, only English versions of any Crypto Commonwealth Team communications is considered official. The English version shall prevail in case of differences in translation.

#### 19. Governing Law

The Terms, the arbitration clause contained in them, and all non-contractual obligations arising in any way whatsoever out of or in connection with these Terms are governed by, construed, and take effect in accordance with English law.

#### 20. Arbitration

Any dispute or difference arising out of or in connection with these Terms or the legal relationships established by these Terms, including any question regarding its



existence, validity or termination (“Dispute”), shall be referred to and finally resolved by arbitration under the Singapore laws which will be deemed to be incorporated by reference into this clause, save for any waiver of any rights the parties would otherwise have to any form of appeal or recourse to a court of law or other judicial authority, which rights are expressly reserved. The number of arbitrators shall be three. The seat of the arbitration shall be London. The language of the arbitration shall be English.

A dispute arising out of or related to these Terms is personal to you 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 an individual attempt to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

## ANNEX A

### COMM or CBNDs Risks

By purchasing, owning, and using COMM or CBNDs, you expressly acknowledge and assume the following risks:

#### 1. Risk of Losing Access to COMM or CBNDs Due to Loss of Private Key(s), Custodial Error or Purchaser Error

A private key, or a combination of private keys, is necessary to control and dispose of COMM or CBNDs stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing COMM or CBNDs will result in loss of such COMM or CBNDs. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your COMM or CBNDs. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store COMM or CBNDs in, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your COMM or CBNDs. Additionally, your failure to follow precisely the procedures set forth in for buying and receiving Tokens, including, for instance, if you provide the wrong address for the receiving COMM or CBNDs, or provides an address that is not ERC-20 compatible, may result in the loss of your Tokens.

#### 2. Risks Associated with the Ethereum Protocol

Because COMM or CBNDs and its platform are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the platform or COMM or CBNDs. Moreover, advances in cryptography, or technical advances such as the development of quantum computing,

could present risks to the COMM or CBNDs and the platform, including the utility of the COMM or CBNDs for obtaining services, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

### 3. Risk of Mining Attacks

As with other decentralized cryptographic tokens based on the Ethereum protocol, COMM or CBNDs are susceptible to attacks by miners in the course of validating COMM or CBNDs transactions on the Ethereum blockchain, including, but not limited to, double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the platform and COMM or CBNDs, including, but not limited to, accurate execution and recording of transactions involving COMM or CBNDs.

### 4. Risk of Hacking and Security Weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with the platform or COMM or CBNDs in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, and spoofing. Furthermore, because the platform is based on open-source software, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the platform, which could negatively affect the platform and COMM or CBNDs, including the utility of COMM or CBNDs for obtaining services.

### 5. Risks Associated with Markets for COMM

If secondary trading of Tokens is facilitated by third-party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third-parties do ascribe an external exchange value to COMM or CBNDs (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile.

### 6. Risk of Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, COMM or CBNDs are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by Company, to offer recourse to you.

### 7. Risks Associated with Uncertain Regulations and Enforcement Actions

The regulatory status of COMM or CBNDs and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the Crypto Commonwealth platform and COMM or CBNDs. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the platform, COMM and CBNDs.

Regulatory actions could negatively impact the platform and COMM or CBNDs in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of COMM or CBNDs constitutes unlawful activity or that COMM or CBNDs are a regulated instrument that require registration or licensing of those instruments or some or all of the parties involved in the purchase, sale and delivery thereof. The Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

#### 8. Risks Arising from Taxation

The tax characterization of COMM or CBNDs is uncertain. You must seek your own tax advice in connection with purchasing COMM or CBNDs, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

#### 9. Risk of Competing platforms

It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the platform and attempt to facilitate services that are materially similar to the Crypto Commonwealth services.

#### 10. Risks Arising from Lack of Governance Rights

Because COMM or CBNDs confer no governance rights of any kind with respect to the Crypto Commonwealth platform or the Company, all decisions involving the Company's products or services within the platform or the Company itself will be made by the Company at its sole discretion. These decisions could adversely affect the platform and the utility of any COMM or CBNDs you own, including their utility for obtaining services.

#### 11. Unanticipated Risks

Cryptographic tokens such as COMM or CBNDs are a new and untested technology. In addition to the risks included in this Annex A of these Terms, there are other risks associated with your purchase, possession and use of COMM or CBNDs, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Annex A of these Terms.

#### Further Information

For further information regarding the COMM or CBNDs sale, please contact [info@cryptocommonwealth.io](mailto:info@cryptocommonwealth.io)

#### COMM OR CBND SALE APPLICATION

##### 1. Confidentiality

1-1) I will keep confidential and will not disclose to third parties (other than my tax or other financial advisors under like conditions of confidentiality) any and all information

regarding COMMONWEALTH FOUNDATION LTD., a public company limited by guarantee, registered under the laws of THE REPUBLIC OF SINGAPORE, however, that this confidential treatment shall not apply to the tax treatment and tax structure of an acquisition of COMM or CBNDs and all materials of any kind (including opinions or other tax analyses) that are provided to me relating to such tax treatment and tax structure.

## 2. Authorization and Indemnification

2-1) I hereby authorize and instruct each of COMM or CBNDs and Smart Contract Supporter to accept and execute any instructions given in relation to any COMM or CBNDs acquired for by me. I agree to keep each of them indemnified against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon such instructions and they may each rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions or other instrument believed in good faith to be genuine or to be signed by properly authorized persons.

2-2) I indemnify and hold harmless each of Crypto Commonwealth Team against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon instructions given in relation to any COMM or CBNDs purchased by me.

2-3) I indemnify and hold harmless Crypto Commonwealth Team and their respective directors, members, partners, shareholders, officers, employees, agents, and affiliates (collectively, the Indemnified Parties) from and against any and all losses, liabilities, damages, penalties, costs, fees and expenses (including legal fees and disbursements) that may result, directly or indirectly, from any inaccuracy in or breach of any representation, warranty, covenant or Application set forth in this Application or in any other document I deliver to Crypto Commonwealth Team, or from my assertion of my proper authorization to act.

2-4) I indemnify and hold harmless Crypto Commonwealth Team and each of its agents and delegates and each of their respective principals, members, managers, officers, directors, stockholders, employees, and agents (each a FATCA Indemnified Party) and hold them harmless from and against any withholding and any FATCA (or other withholding or information reporting) related liability, action, proceeding, claim, demand, costs, damages, expenses (including legal expenses) penalties or taxes whatsoever which a FATCA Indemnified Party may suffer or incur as a result of any action or inaction on my part (or on the part of any person related to me). This indemnification shall survive my death or the disposition of my COMM(s) or CBNDs.

2-5) I indemnify and hold harmless Crypto Commonwealth Team against any loss arising as a result of a delay or failure to process this application or a redemption request if I have failed to provide such evidence as is required by such parties to satisfy applicable anti-money laundering rules.

2-6) I understand, acknowledge and agree that:

- Any Indemnified Party, FATCA Indemnified Party or other identifiable person who is not a party to this Application may enforce any rights granted to it pursuant to this Application in its own right as if it was a party to this Application. Except as expressly provided in the foregoing sentence, a person who is not a party to this Application shall not have any rights under the Contracts (Rights of Third Parties) Law, 2014 (as amended) to enforce any term of this Application. Notwithstanding any term of this Application, the consent of or notice to any person who is not a party to this Application shall not be required for any termination, rescission or Application to any variation, waiver, assignment, novation, release or settlement under this Application at any time;
- Crypto Commonwealth Team may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions or other instrument believed in good faith to be genuine, howsoever given;
- Crypto Commonwealth Team will protect and indemnify its agents, delegates, service providers, officers, directors and other representatives against liability.

### 3. Acknowledgments

I understand, acknowledge and agree as follows:

#### Interpretation

3-1) Terms not defined herein will be as defined in the Whitepaper and Terms and Conditions (collectively, the Token Sale Terms) located at [cryptocommonwealth.co](http://cryptocommonwealth.co) (the Website).

3-2) References to Token Sale Terms and the Articles are to those documents as they may be amended from time to time.

#### Whitepaper and/or Terms and Conditions

3-3) I have received and reviewed the Token Sale Terms and have taken appropriate legal and tax advice with respect to the same.

3-4) I understand that the Company does not represent nor does it entitle the holder, in any way whatever, to a:

- Depository Account;
- Custodial Account;
- Cash Value Insurance Contract;
- Annuity Contract; or
- Equity and/or Debt Interest in COMMONWEALTH FOUNDATION LTD.;
- As such terms are defined in the Tax Information Authority (International Tax Compliance) (Common Reporting Standard) Regulations, 2015, BTLG1-8265751-5.

### 4. Terms of Tokens

4-1) COMM or CBNDs are held subject to the terms and conditions of the Token Sale Terms and this Application (this Application).

4-2) No certificate will be issued to in relation to my COMM or CBNDs, and my

personal COMM or CBNDs holding will not be reflected, recognized or recorded in any account or ledger maintained by COMMONWEALTH FOUNDATION LTD.

## 5. Acquisition and Reversion

5-1) I understand that Acquisitions and Reversions will be processed by COMMONWEALTH FOUNDATION LTD. as per its Token Sale Terms. For the purposes of this Application, a "Reversion" means a transaction directly between COMMONWEALTH FOUNDATION LTD. and you whereby COMM or CBNDs registered on your public key revert back to a public key owned or controlled by COMMONWEALTH FOUNDATION LTD. or its affiliates in accordance with the Terms and Conditions.

5-2) I understand that, prior to any purchase of COMM or CBNDs, I must pay cash or Digital Currency (Contributed Amount) to COMMONWEALTH FOUNDATION LTD. in accordance with the Token Sale Terms to the cryptocurrency address indicated by COMMONWEALTH FOUNDATION LTD.

5-3) Upon acceptance of my request to buy COMM or CBNDs, the Contributed Amount will be converted for COMM or CBNDs in accordance with the Token Sale Terms.

5-4) Any Reversion proceeds realized and due to me following a Reversion of COMM or CBNDs held by me at the point of Reversion (Reversion Proceeds) in accordance with Token Sale Terms shall be paid to me as soon as practicable in the manner set forth in the Token Sale Terms.

5-5) Contributed Amount or Reversion Proceeds shall be transferred and/or reflected on the same Digital Currency address from which the Contributed Amount was originally remitted unless such account or Digital Currency address has been changed and notified to COMMONWEALTH FOUNDATION LTD. and all relevant anti-money laundering and other verification procedures have been complied with prior to withdrawal. No Contributed Amount or Reversion Proceeds shall be paid to any Third-Party account in respect of COMM or CBNDs held by me and reverted.

5-5) I acknowledge and understand that, for so long as any Reversion Proceeds are held as assets of COMMONWEALTH FOUNDATION LTD., I shall accept the risk that a creditor of COMMONWEALTH FOUNDATION LTD. may seek to and may be successful in securing discharge of a liability of COMMONWEALTH FOUNDATION LTD. out of COMMONWEALTH FOUNDATION LTD. assets, thereby materially adversely affecting the value of my Contributed Amount and/or Reversion Proceeds and potentially reducing one or both to zero.

5-6) Furthermore, I acknowledge that any interest accruing with respect to such Contributed Amount and/or Reversion Proceeds held in this manner shall be for the benefit of COMMONWEALTH FOUNDATION LTD. only.

## 6. Anti-Money Laundering

6-1) COMMONWEALTH FOUNDATION LTD. (and/or its delegate) may request such evidence as is necessary to verify the identity and source of funds of a prospective token purchaser and to confirm the AML status of any redeeming COMM or CBNDs

holder. COMMONWEALTH FOUNDATION LTD. shall not accept or repay any Contributed Amount and/or application for COMM or CBNDs and shall not pay any Reversion Proceeds until all information required for verification purposes has been provided.

6-2) If, as a result of any information or other matter which comes to his attention, any person resident in the Republic of Singapore knows or suspects or has reasonable grounds for knowing or suspecting that another person is engaged in criminal conduct or is involved with terrorism or terrorist property and the information for that knowledge or suspicion came to their attention in the course of business in the regulated sector, or other trade, profession, business or employment, the person will be required to report such knowledge or suspicion to: (i) the Financial Reporting Authority of the Republic of Singapore, pursuant to the Proceeds of Crime Law of the Republic of Singapore if the disclosure relates to criminal conduct or money laundering; or (ii) a police constable not below the rank of inspector, or the Financial .

6-3) Reporting Authority, pursuant to the Terrorism Law of the Republic of Singapore, if the disclosure relates to involvement with terrorism or terrorist financing and property. Such a report shall not be treated as a breach of confidence or of any restriction upon the disclosure of information imposed by any enactment or otherwise.

6-4) COMMONWEALTH FOUNDATION LTD. prohibits acceptance of funds by any persons or entities that are acting, directly or indirectly: (i) in contravention of any U.S. or international laws and regulations, including anti-money laundering regulations or conventions; (ii) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury Department's Office of Foreign Assets Control [1] ("OFAC"), as such list may be amended from time to time; (iii) for a senior foreign political [2] figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political, unless the COMMONWEALTH FOUNDATION LTD., after being specifically notified in writing that the Purchaser is such a person, conducts further due diligence, and determines that such acquisition shall be permitted; or (iv) for a foreign shell bank [3] (such persons or entities in (i) – (iv) are collectively referred to as "Prohibited Persons").

## 7. Tax Information Exchange Obligations

7-1) I acknowledge that COMMONWEALTH FOUNDATION LTD. may be subject to certain obligations (the Tax Information Exchange Obligations) to gather and disclose to the competent authorities information relating to purchasers of COMM or CBNDs under: (i) the United States Foreign Account Tax Compliance Act provisions enacted under the United States Hiring Incentives to Restore Employment Act and any guidance, or regulations relating thereto (FATCA); (ii) any other legislation, regulations or guidance enacted in any jurisdiction which seeks to implement similar tax reporting, tax information exchange, reporting and/or withholding tax regimes (including the OECD Common Reporting Standard on the automatic exchange of financial account information); (iii) any intergovernmental Application between the Republic of Singapore (or any Singapore government body) and the U.S., or any

other jurisdiction (including any government bodies in any other such jurisdiction), entered into, in order to comply with, facilitate, supplement or implement the legislation, regulations or guidance described in (i) and (ii), including the OECD Multilateral Competent Authority Application; and (iv) any legislation, regulations or guidance in the Cayman Islands that give effect to the foregoing.

7-2) I shall execute properly and provide to COMMONWEALTH FOUNDATION LTD. in a timely manner any documentation or other information that COMMONWEALTH FOUNDATION LTD. or its agents may request in writing from time to time in connection with the Tax Information Obligations. I waive any provision under the laws and regulations of any jurisdiction that would, absent a waiver, prevent or inhibit COMMONWEALTH FOUNDATION LTD.'s compliance with applicable law as described in this paragraph, including but not limited to by preventing either (i) the Purchaser from providing any requested information or documentation, or (ii) the disclosure by COMMONWEALTH FOUNDATION LTD. and its agents of the provided information or documentation to applicable regulatory authorities. Without limitation, I shall provide any documentation or other information regarding myself and my beneficial owners requested by COMMONWEALTH FOUNDATION LTD. or its agents in connection with the Tax Information Exchange Obligations.

7-3) If I provide information and/or documentation that is in anyway misleading, or I fail to provide COMMONWEALTH FOUNDATION LTD. or its agents or delegates with the information and documentation that has been requested, (whether or not such action or inaction leads to compliance failures by COMMONWEALTH FOUNDATION LTD., or a risk of COMMONWEALTH FOUNDATION LTD. or its token holders being subject to withholding tax or other penalties), COMMONWEALTH FOUNDATION LTD. reserves the right: to take any action and/or pursue all remedies at COMMONWEALTH FOUNDATION LTD.'s disposal including, without limitation, compulsory Reversion of my COMM or CBNDs in full or in part; and to hold back from any Reversion proceeds in respect of the Tokens so reverted, any liabilities, costs, expenses or taxes arising (directly or indirectly) from such action or inaction.

7-4) Further, I shall have no claim against Crypto Commonwealth Team, or either of their agents or delegates, for any form of damages or liability as a result of actions taken or remedies pursued by or on behalf of COMM or CBNDs or Crypto Commonwealth Team in order to comply with the Tax Information Exchange Obligations.

## 8. Electronic Delivery of Reports and Other Communications.

8-1) I accept that such electronic communications are not secure and may contain computer viruses or other defects, may not be accurately replicated on other systems, or may be intercepted, deleted or interfered with or without the knowledge of the sender or the intended recipient. COMM or CBNDs or Crypto Commonwealth Team make no warranties in relation to these matters. Each of COMM or CBNDs or Crypto Commonwealth Team reserve the right to intercept, monitor, and retain e-mail messages to and from their systems as permitted by applicable law. If I have any doubts about the authenticity of an electronic communication purportedly sent by



COMM or CBNDs or Crypto Commonwealth Team I am required to contact the purported sender immediately. COMM's acceptance of my COMM or CBNDs purchase is not conditioned on my giving consent to electronic delivery of COMM or CBNDs related information. If I do not have reliable access to the internet or e-mail, I shall not acquire Tokens. I shall not be entitled to receive any information from COMM or CBNDs in paper format.