

Terms and Conditions of AXL tokens

These Terms and Conditions (these "Terms", which may be amended from time to time) constitute a legally binding contract between the Company and the Purchaser (Company and Purchaser are herein referred to individually as a "Party" and, collectively, as the "Parties").

1. DEFINITIONS

- 1.1. AXL – shall mean the "AXL Coin", cryptocurrency token issued by the Company within Pre-Sale and ICO;
- 1.2. Company – shall mean the Developing Company, as of the date of the start of ICO Process;
- 1.3. Developing company – shall mean " 1RAFFLES PLACE #44-01A ONE RAFFLES PLACE SINGAPORE (048616)" which shall be developing the AXL;
- 1.4. ETH – is the abbreviation name of the Ethereum cryptocurrency (described in www.ethereum.org), which is allowed for purchasing the AXL Coins;
- 1.5. ICO – shall mean the initial coin offering of the AXL tokens as set forth in these Terms;
- 1.6. Pre-Sale – shall mean the pre-sale event of the ICO as set forth in these Terms;
- 1.7. AXL – shall mean a decentralized and transparent data trading network based on blockchain developed by the Developing company using the proceeds raised via issuance of AXL tokens;
- 1.8. Purchaser or Purchasers – shall mean anyone who acquires the AXL tokens during the Pre-Sale or the ICO directly from the Company;
- 1.9. Wallet – shall mean the technical solution to store the private and public keys of the wallet and to send and receive coins (i.e. cryptocurrencies and other cryptographic tokens);
- 1.10. Ether Wallet – shall mean any blockchain addresses which the Purchaser own on the Ethereum cryptocurrency network;
- 1.11. Website – shall mean the website of the Company "<https://axlcoin.io>" through which the Purchaser may buy AXL tokens;
- 1.12. Whitepaper – shall mean the informative document describing the technical and business aspects of the AXL tokens available on Websites. The Whitepaper is of a descriptive nature only, and is not binding and do not form part of these Terms;
- 1.13. ICO Process – shall mean all sale event or sale duration of AXL tokens, of which terms and conditions are described in the Terms, including the Pre-Sale and ICO;

1.14. Reward – shall mean the AXL tokens which are distributed as a bonus to the team, advisors, future team members and advisors, the participants of the bounty campaign and the participants to the Pre-Sale as set forth in these Terms.

2. GENERAL

2.1. These Terms shall govern the sale of the AXL tokens during the Pre-Sale and the ICO, the rights of the Purchaser resulting from holding the AXL tokens.

2.2. The AXL tokens are not intended to qualify as securities. The Pre-Sale and the ICO are not intended to qualify as an offering of securities or any other means of investment in any jurisdiction. Purchaser acknowledges and agrees that the sale of AXL tokens and the AXL tokens themselves are not an investment, security, share or equity interest, debt or loan nor a derivative instrument of any of the foregoing. These Terms and all other documents, including Whitepapers, referred to herein, do not constitute a prospectus or offering document and are not an offer to sell nor the solicitation of an offer to buy an investment, security, share, equity interest or debt nor a derivative interest of any of the foregoing.

2.3. The Company may, at its sole discretion, amend the Whitepaper from time to time without individual notice to the Purchaser.

2.4. The AXL tokens purchased during the Pre-Sale and the ICO shall be freely transferable on the cryptocurrency exchange where the tokens shall be listed except the AXL tokens rewarded.

2.5. These Terms or the Whitepaper have not been subject to any regulatory approvals, checks or registration.

2.6. The Purchaser may contact the Company for any questions regarding these Terms or the Whitepaper by sending an e-mail to info@abalab.org

3. RESTRICTIONS TO PURCHASING

3.1. The Purchaser shall be prohibited to purchase the AXL tokens if the Purchaser is a citizen or a resident of the United States of America (the "USA", including all territories of the USA) or a. The prohibition to purchase the AXL tokens applies also to any individual representing a legal entity which is registered in the USA (including all territories of the USA).

4. CONDITIONS FOR PURCHASING TOKENS IN THE PRE-SALE, AND THE ICO

4.1. The Purchaser may purchase the AXL tokens directly from the Company within the period of the Pre-Sale or the ICO.

4.2. The Company shall issue 1,280,000,000 AXL tokens which will be distributed as follows:

4.2.1. The 716,800,000 AXL tokens will be distributed all together during the Pre-Sale. During the First stage Pre-Sale, 35 % of the total 1,280,000,000 AXL tokens will be distributed, i.e. 448,000,000 AXL. Second stage Pre-Sale, 7 % of the total 1,280,000,000 AXL tokens will be distributed, i.e. 89,600,000 AXL. Third stage Pre-Sale, 14 % of the total 1,280,000,000 AXL tokens will be distributed, i.e. 179,200,000 AXL

4.3. The Purchaser shall buy the AXL tokens through the Website.

4.4. In order to purchase the tokens during the Pre-Sale, and the ICO the Purchaser must have an Ether Wallet into which the AXL tokens purchased shall be transferred.

4.5. Contributions to purchase AXL token shall be made in ETH and such contribution must be sent from an Wallet in respect of which the Purchaser's can identify the Purchaser's private key. the Purchaser's private key shall be required to verify the Purchaser's ETH contribution to the Company and to enable the Company to issue AXL tokens to the Purchaser through the Smart Contract System. ETH contributions shall be sent to the Ethereum wallet address specified on the Website.

4.6. Conditions of the Pre-Sale, and the ICO (date may be changed and updated on the Website):

4.6.1. The specific period of Pre-Sale and ICO will be announced through the Website.

4.6.2. For the Purchasers who purchase AXL token in the ICO period, the issuance and transfer of the AXL tokens to the Wallets of the Purchasers will take place after the ICO at an earliest possible date.

4.6.3. The minimum purchase during the Pre-Sale and the ICO is 0.1 ETH.

4.6.4. Exchange rate of the amount of the AXL tokens and ETHs in the Pre-Sale and ICO is 100,000 : 1 (100,000 AXL tokens can be purchased by paying 1 ETH).

4.7. The Purchasers who commit contribution to purchase AXL tokens during Pre-Sale period (the "Purchaser of Pre-Sale") will receive AXL tokens a day before the start date of the ICO. The Company may transfer AXL token, issued by the Company, as a voucher for exchange AXL tokens to the Purchaser of Pre-Sale. The AXL token shall not be transferred or assigned to others once the AXL token is sent to such Purchaser of Pre-Sale.

4.8. In order to purchase AXL tokens during the Pre-Sale and the ICO, the Purchaser shall register using a registration and purchase form available on the Website and shall be passed through the KYC process following the instructions on the Website. The payment for the AXL tokens to be purchased shall be made subject to the payment instructions provided during the purchase process.

4.9. The Purchaser shall be entitled to receive the amount of AXL tokens calculated by the amount of ETH the Purchaser transferred to the Company during the Pre-Sale period and ICO period. The amount of AXL tokens to purchase inputted through the KYC process of the Website does not mean that the Purchaser has right to subscribe such amount of AXL tokens.

4.10. The AXL tokens which have not been sold to the Purchasers during the Pre-Sale or the ICO may be retired by the Company.

4.13. In order to protect the value of AXL tokens the Company may destroy or make to be retired certain amount of AXL tokens (the "Token Retirement") or freely issue and grant certain amount of new AXL tokens (the "Token Increase") both of which the Purchasers shall be informed in prior.

4.14. Purchaser acknowledges and understands that the Company may modify the timing, sale price, and number of AXL tokens available for sale at any time during the Pre-Sale period and ICO period. Purchaser further acknowledges and understands that the Company reserves the right to terminate the sale process at any time and withdraw any unsold AXL tokens from the ICO process.

5. REPRESENTATION AND WARRANTIES

5.1. By participating in the sale of the AXL tokens the Purchaser fully agrees with the Terms herein. The Purchaser acknowledges that if the Purchaser does not agree to the Terms herein the Purchaser may not purchase the AXL tokens.

5.2. By participating in the sale of the AXL tokens during the Pre-Sale and the ICO the Purchaser represents and warrants to the Company that:

5.2.1. The Purchaser has carefully reviewed these Terms, the Whitepaper and any other relevant documents and agrees to be bound by these Terms;

5.2.2. The Purchaser understands the costs and benefits of purchasing the AXL tokens;

5.2.3. The Purchaser understands and accepts the risks set in the Appendix to these Terms;

5.2.4. The Purchaser has consulted with legal, financial, accounting, and/or tax professionals in the country or jurisdictional area of the country the Purchaser reside in and the country or the jurisdiction the Company located at or fell in and in its resident jurisdiction as deemed necessary by the Purchaser for making an informed decision for acquiring the AXL tokens;

5.2.5. The Purchaser understands that the Company provides no advice and makes no representation as to the tax implication of any jurisdiction. Content of the documents presented by the Company are not intended to provide any tax advice;

5.2.6. The Purchaser is not restricted to purchase the AXL tokens as set in Section 3 of these Terms;

5.2.7. The Purchaser has the full legal capacity under the laws of the jurisdiction the Purchaser is domiciled to enter into these Terms, including that the Purchaser is at least 18 years old and meets any other full legal capacity requirements;

5.2.8. Being a representative of a legal entity, the Purchaser has the full right of representation (either an authorization or right of representation arising from the law) to purchase the AXL tokens and to accept and enter into these Terms on behalf of the legal entity;

5.2.9. The Purchaser has sufficient level of understanding of the technical and economic aspects of the ICO and the AXL tokens, including but not limited to the understanding of cryptographic tokens (like ETH), smart contracts, cryptographic wallets, blockchain and any other aspect in respect of these Terms in order to understand the benefits and risks of the ICO and purchasing of the AXL tokens;

5.2.10. The Purchaser understands and accepts that the AXL tokens do not represent any ownership right (a share or other similar tradeable right), dividend, share of profit or any other rights (voting rights) which any of the ownership rights may encompass nor is a loan to the Company;

5.2.11. The Purchaser acknowledges that except to the extent required by applicable law, the Company is not required to provide refund or reimbursement for any reason after the purchase of the AXL token and that all purchases are final;

5.2.12. The Purchaser is able to financially bear the fluctuations in price of the AXL tokens;

5.2.13. The Purchaser has received sufficient information by the Company in these Terms, in the Whitepaper and in any other relevant document in regard to the AXL, all aspects of the ICO and the risks related hereto;

5.2.14. The Purchaser acknowledges that the information provided to the Purchaser on the Website, in the Whitepaper or any other documents related to the Company, the AXL tokens, or the ICO

may not be exhaustive and complete. The Purchaser should obtain additional information on its own in order to receive more information on the Company, the AXL tokens, the ICO and the elements of ICO, if it is deemed necessary by the Purchaser;

5.2.15. The Purchaser acknowledges that the AXL tokens shall be provided on an "as is" basis and without any representation or warranties of any kind;

5.2.16. The Purchaser does not purchase the AXL tokens for any illegal or non-ethical purpose;

5.2.17. The funds, including any fiat, virtual currency or cryptocurrency the Purchaser use to Purchase AXL tokens, are not derived from or related to any unlawful activities, including, but not limited to, money laundering or terrorist financing, and the Purchaser will not use the AXL tokens to finance, engage in or otherwise support any unlawful activities;

5.2.18. All payments or contribution by the Purchaser under this Term will be made only in the Purchaser's name;

5.2.19. To the extent required by applicable law, the Purchaser comply with all anti-money laundering ("AML") and counter the financing of terrorism ("CFT") requirements, including, but not limited to, (a) any applicable money laundering statutes of all jurisdictions in which the Purchaser is located, resident, organized or operate, and the rules and regulations thereunder, and/or (c) any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental authority to which the Purchaser are subject;

5.2.20. The purchaser understands and accepts the risks of contributing to early stage blockchain start-up business and acknowledge that these risks are substantial. The Purchaser further warrants and represents that the Purchaser's contribution does not represent a meaningful or substantial proportion of the Purchaser's wealth or net worth, and that the Purchaser are willing to accept the risk of loss associated with the contribution made under these Terms.

6. TAXES

6.1. The Purchaser agrees for being solely responsible for determining the amount of any taxes that the Purchaser may owe as a result of these Terms, ICO Process and AXL tokens, and is solely responsible to collect, report and remit any such taxes required under law applicable to the Purchaser. The Purchaser is obliged to declare, bear and pay all such taxes, duties, imposts, levies, tariffs and surcharges that might be imposed by the laws and regulations of any jurisdiction as a result of or in connection with this ICO Process and the receipt, holding, use, purchase, appreciation or trading of the AXL tokens.

6.2. The Company has no responsibility to collect, report or remit any applicable taxes in connection with these Terms, ICO Process and AXL tokens, unless so foreseen by applicable mandatory laws of the country or the jurisdiction the Company located at or fell in.

6.3. The Purchaser must provide full and correct data to the Company which may be necessary for determining taxable status of payments made by the Company, including information evidencing the tax residency of the Purchaser. The Company has a right to withhold any payment due incurred by these Term, if any, to the Purchaser if the taxable status is unclear up to the moment the taxable status and tax related obligations of the Purchaser become clear to the Company.

6.4. The Purchaser hereby agrees to fully indemnify, defend and hold the Company (and its affiliated entities) harmless from any and all claims, demands, damages, awards, fines, costs, expenses and liability in any way associated with the foregoing obligations or otherwise with respect to any claim, demand or allegation of any tax in any way associated with these Terms, ICO Process and the AXL tokens.

6.5. The purchase price that the Purchaser pay for AXL tokens is exclusive of all applicable taxes. The Purchaser are responsible for determining what, if any, taxes apply to the purchase of AXL tokens and any transactions taking place as a result of or in connection with this ICO Process, including, for example, sales, use, value added and similar taxes, according to the applicable laws.

7. PRIVACY

7.1. Please refer to the Company's Privacy Policy for information about how the Company collect, use and share the Purchaser's information.

8. SECURITY

8.1. The Purchaser is responsible for maintaining adequate security for purchasing, storing and using the AXL tokens, including the safe-keeping any private keys, identification or log-in details.

8.2. The Purchaser shall expressly acknowledge and agree that AXL tokens purchased by the Purchaser may be held in a digital wallet or vault, which requires a private key or a combination of private keys for access. Accordingly, loss of requisite private key(s) associated with the Purchaser's digital wallet or vault storing AXL tokens will result in loss of such AXL tokens, as well as access to the Purchaser's AXL token balance. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service the Purchaser use, may be able to misappropriate AXL tokens owned by the Purchaser. The Company is not responsible for any such losses.

9. INDEMNIFICATION

9.1. To the fullest extent permitted by any applicable law, the Purchaser shall indemnify to the Company and any of its affiliates, directors, officers or employees for all damages, losses, costs, fines and penalties subject to compensation in any jurisdiction which the persons outlined in this Section suffered, incurred or received as a result the Purchaser breaching any of the representations, warranties or any other obligations set forth in these Terms.

9.2. The Purchaser shall also indemnify any damages, costs or expenses subject to compensation under any jurisdiction incurred due to any third-party claim against the Company and any of its affiliates, directors, officers or employees arising from the breach of warranty, representation or any other obligation set forth in these Terms.

9.3. The Company shall not liable for any damages suffered by the Purchaser as a result of force majeure or any other actions beyond the control of the Company.

9.4. The Company shall not be liable for any unauthorized or illegal participation in and purchase of the AXL tokens during the ICO Process as set in Section 2 of these Terms.

9.5. The Company shall not liable for any damages or losses (including substitution of the AXL tokens lost) resulting from the Purchaser not implementing sufficient measures to secure its Wallet or the AXL tokens.

9.6. The Company shall not be liable for any damages or losses the Purchaser has incurred if any of the risks set in the Appendix materialize.

10. ASSIGNMENT

10.1. The Company may assign these Terms and any of its right and obligations hereunder, at its own discretion, to an entity (the "New Entity") owned, controlled, or affiliated by the Company. Upon such assignment, all of the Company's right, title and interest in and to and rights and obligations under these Term, or otherwise, including, without limitation, any rights, obligations, remedies, causes of action or other inchoate rights arising thereunder and any and all rights the Company has or may have in, to and with respect to these Terms shall be granted, conveyed, transferred, assigned and set over to the New Entity without the Purchaser's consent. The Company will not assign these Terms and any of its right and obligations hereunder to an entity if such entity is not owned, controlled or affiliated by the Company and not suitable for implementation of future business model set forth in the Whitepaper, as of such assignment.

10.2. The Purchaser hereby agrees and acknowledges that the Purchaser will represent and warrant to the New Entity as set forth in these Terms.

11. JURISDICTION, DISPUTE RESOLUTION AND OTHER

11.1. The Company and the Purchaser agree to make good faith efforts to negotiate and resolve any dispute, controversy or claim arising between the Parties relating to these Terms.

11.2. These Terms are governed by the laws of the Singapore.

11.3. If the Parties, or their representatives, are unable to resolve the dispute within 30 days by negotiations then any dispute, controversy or claim arising out of these Terms, or the breach, termination or invalidity thereof, which the Parties have failed to solve by negotiations, such dispute will be brought and will be resolved by arbitration in Singapore International Arbitration Centre (SIAC). In any event, the award of the arbitral tribunal shall be final and binding upon the disputing Parties, and the prevailing Party may apply to any court of competent jurisdiction for enforcement of such award.

11.4. If any clause or provision in these Terms is held unlawful, void or unenforceable, then that clause or provision will not affect the validity or enforceability of any of the remaining parts of these Terms.

APPENDIX

RISKS

1. All risks described in this Appendix as applying to the ICO will apply also to the Pre-Sale.
2. The participation and purchase of the AXL tokens carries significant risk. If any of the risks outlined below materialize it could have a severe negative impact on the ICO Process or the Company (including but not limited to the impossibility of continuing a business or the bankruptcy of the Company) and the Purchasers may lose all the funds invested into the ICO Process.
3. Prior to purchasing the AXL tokens the Purchaser should carefully consider the risks outlined below, the information stated in these Terms, the Whitepaper or in any other relevant document and, to the extent necessary, consult a lawyer, accountant, and/or tax professionals in the country or the jurisdiction the Company located at or fell in and in the jurisdiction the Purchaser is a resident.
4. There is a risk in regard to the changes to the legislation and taxes as well as to the interpretation of the legislation and the taxable status of the ICO Process and the tokens by the respective regulators and authorities.
5. Cryptocurrencies and financing through cryptographic tokens are being, or may be, subject to regulatory control by various regulatory bodies within different jurisdictions. The approach by the

regulators towards the cryptocurrencies, cryptographic tokens and Initial Coin Offering may change rapidly. The Company could be impacted by the regulatory enquiries or actions in different jurisdictions from time to time which could impede or limit the ability to carry out the ICO Process, allow respective Purchasers from different jurisdictions to participate in the ICO Process or continue the development of the AXL. This uncertainty significantly rises the risks connected with participating in the ICO Process or with acquiring and using of the AXL tokens.

6. The AXL tokens are intended to be placed for trading on a secondary market for cryptographic tokens after the ICO Process, however, the Company cannot guarantee this. The circulation and trading with the AXL tokens after the ICO Process on the secondary market depends whether the AXL tokens are admitted to trading by the respective secondary market exchange provider. There is a risk that the AXL tokens will not become available for trading on the secondary market.
7. There is a risk of lack of stability and functioning of the secondary market exchanges for the cryptocurrencies as these exchanges are new and unregulated. This makes the secondary market exchanges more vulnerable to the cases of fraud, business or technical failure or new regulations limiting their functioning. There is also a risk that an active trading market for the AXL tokens shall not develop or sustain.
8. There is a risk that the price of the AXL tokens could experience extreme volatility from time to time as the cryptographic tokens are and have been subject to extreme fluctuations in price. The volatility of the AXL tokens could differ between different jurisdictions as a result of approach towards the cryptographic tokens and the Initial Coin Offerings by the respective regulators within these jurisdictions.
9. The Website, the Whitepaper, these Terms and any other document related to the ICO Process may include forward-looking statements, including expected technical or economic results. There is a risk that these forward-looking statements differ significantly as there is a possibility that the predictions in the forward-looking statements shall not occur. Thus, the Purchaser shall not base his/her expectations with AXL tokens for future success or failure or on the forward-looking statements.
10. The AXL token software is developed on the Ethereum blockchain. Being an open source project, Ethereum software could be updated or amended from time to time by anyone and it is not possible to foresee the impact of such update or amendment on the Ethereum or AXL tokens developed on its software. However, any update or amendment to Ethereum could lead to unexpected outcome that could have significant effect on the AXL tokens.

11. There is a risk that the AXL tokens, Wallets or any other website are open to attacks by the hackers which could result for the Purchaser or the Company in losing any of the cryptographic currencies or other tokens (including but not limited to the AXL tokens) or have severe impact on the ICO Process.
12. There is a risk that anyone may introduce weaknesses or bugs into the core infrastructural elements of the AXL tokens causing the system to lose AXL tokens for one, several or all the Purchasers.
13. There is a risk of stealing the AXL tokens or the cryptographic currencies which shall be transferred in between the Company and the Purchaser.
14. There is a risk that the AXL may not be developed in the manner and to the extent as described in the Whitepaper regardless of the amount of funds raised within the ICO Process, that the AXL will be launched as developed by the Developing company, that a blockchain utilizing or adopting AXL will be launched or a blockchain will ever be launched with or without changes to the AXL and with or without a distribution matching the fixed, non-transferable AXL tokens balances.
15. Cryptographic tokens such as AXL tokens are a new and untested technology. In addition to the risks included in this APPENDIX, there are other risks associated with the purchase of the AXL tokens, holding and use of AXL tokens, including those that Company cannot anticipate.