

# YOUUnited.io

## UNTD Coin Purchase Agreement

This UNTD Coin Purchase Agreement (this “Agreement”) contains the terms and conditions that govern your purchase of UNTD coins distributed on the UNTD blockchain (the “UNTD Coins”) and is an agreement between you or the entity that you represent (“Buyer” or “you”) and YOUUnited Technologies PTE Ltd., registered office at 491B River Valley Road #15-01, Valley Point, Singapore 248373 (“YOUUnited,” together with its controlling company, subsidiaries and affiliates, “Company”). Buyer, YOUUnited and Company are herein referred to individually as a “Party” and collectively, as the “Parties”.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Buyer hereby agree as follows:

**IMPORTANT INFORMATION: PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY.**

Buyer acknowledges, understands and agrees to the following:

- YOUUnited is developing a cryptocurrency betting & gaming platform (the “YOUUnited Platform”) as further described in the YOUUnited White Paper (as it may be amended from time to time) (the “White Paper”); at the end of its development stage, YOUUnited will run the YOUUnited Platform it has developed, having clients for its use already agreed;
- **BINDING AGREEMENT:** Buyer understands and agrees that Buyer is subject to and bound by this Agreement by virtue of Buyer’s purchase of UNTD Coins.
- **PROHIBITION OF CERTAIN BUYERS:** UNTD Coins are not being offered or distributed to U.S. persons (as defined below) of North Korea (as defined below). If you are citizen, resident of, or a person located or domiciled in, the United States of America including its states, territories or the District of Columbia or any entity, including, without limitation, any corporation or partnership created or organized in or under the laws of the United States of America, any state or territory thereof or the District of Columbia (a “U.S. person”), or, if you are citizen, resident of, or a person located or domiciled in, or any entity, including, without limitation, any corporation or partnership created or organized in or under the laws of the People’s Republic of Korea (a “Korean person”), do not purchase or attempt to purchase UNTD Coins. Moreover, no person from high-risk countries list of the Financial Action Task Force (FATF) may be accepted (actual list of the FATF high-risk countries may be found here <http://www.fatf-gafi.org/countries/#high-risk>).
- **PURCHASE OF UNTD COINS ARE NON-REFUNDABLE AND PURCHASES CANNOT BE CANCELLED. BUYER MAY LOSE ALL AMOUNTS PAID.**
- **COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL UNTD COIN PURCHASE REQUESTS AT ANY TIME IN ITS SOLE DISCRETION.**
- **PLEASE READ THE RISKS SET FORTH IN SECTION 7 CAREFULLY AND IN THEIR ENTIRETY.**

- THIS AGREEMENT INCLUDES PRE-DISPUTE RESOLUTION IN SECTION 9.1 AND REQUIRES ARBITRATION IN SECTION 9.2.

## 1. ACCEPTANCE OF AGREEMENT AND PURCHASE OF UNTD COINS

- 1.1. This Agreement shall be effective and binding on the Parties upon Company's receipt of payment from Buyer. Buyer agrees to be bound on this basis, and confirms that Buyer has read in full and understands this Agreement and the terms on which Buyer is bound.
- 1.2. Website Terms of Use. Company has established Terms & Conditions, as may be amended from time to time, for the Website located at <https://YOUUnited.io>, which are hereby incorporated by reference. Buyer has read, understands and agrees to those terms.
- 1.3. White Paper. Company has prepared the White Paper, which is available at <https://YOUUnited.io>, describing matters relating to the YOUUnited Platform. The White Paper, as it may be amended from time to time, is hereby incorporated by reference. Buyer has read and understands the White Paper and its contents.
- 1.4. UNTD Coin.

UNTD coin is the utility token that powers the YOUUnited betting & gaming ecosystem based on UNTD blockchain. It is the playing chip used for placing bets and paying game entries, as well as for the prize pool and affiliate program payouts and the reward for transactions and smart game contract fees.

## 2. UNTD COINS DISTRIBUTION

- 2.1. Allocation and Distribution of UNTD Coins. YOUUnited intends to allocate and distribute UNTD Coins (the "UNTD Coin Distribution") in accordance with the material specifications as set forth in Exhibit A to this Agreement, including details regarding the timing (the "UNTD Distribution Period") and pricing of the UNTD Coin Distribution and the amount of UNTD Coins that will be distributed. During the UNTD Distribution Period, YOUUnited will provide specific procedures on how Buyer should purchase UNTD Coins through the official Website. By purchasing UNTD Coins, Buyer acknowledges and understands and has no objection to such procedures and material specifications. Failure to use the official Website and follow such procedures may result in Buyer not receiving any UNTD Coins. Any buyer of UNTD Coins may lose some or all of the amounts paid in exchange for UNTD Coins, regardless of the purchase date. The receipt or purchase of UNTD through any other means other than the official Website are not sanctioned or agreed to in any way by the YOUUnited Parties. Buyer should take great care that the website used to purchase UNTD Coins has the following universal resource locator (URL): <https://ico.younited.io>
- 2.2. No U.S. or North Korea Buyers. The UNTD Coins are not being offered to U.S. persons or Korean persons. U.S. persons and North Korean persons are strictly prohibited and restricted from purchasing UNTD Coins and Company is not soliciting purchases by U.S. persons or North Korean persons in any way. If a U.S. person or a North Korean person purchases UNTD Coins, such person has done so and entered into this Agreement on an unlawful, unauthorized and fraudulent basis and this Agreement is null and void. Company is not bound by this Agreement if this Agreement has been entered into by a U.S. person or a North Korean person as Buyer or Buyer has entered into this Agreement or has purchased UNTD Coins on behalf of a U.S. person or a Korean person, and Company may take all necessary and appropriate actions, in its sole discretion, to invalidate this Agreement, including referral of information to the appropriate authorities. Any U.S. person or North Korean person who purchases UNTD Coins or enters this Agreement on an unlawful, unauthorized or fraudulent basis shall be solely liable for, and shall

indemnify, defend and hold harmless YOUUnited and YOUUnited's 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 assignees (collectively, the "YOUUnited Parties") from any damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses (collectively, the "Damages") incurred by a YOUUnited Party that arises from or is a result of such U.S. person's or North Korean person's unlawful, unauthorized or fraudulent receipt or purchase of UNTD Coins.

- 2.3. Allocation and Sale of UNTD Coins to YOUUnited Parties. Buyer understands and consents to the participation of the Company's past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors and service providers in the purchase of UNTD Coins, including people who may work on the development and implementation of the YOUUnited Platform or who may work for YOUUnited's future businesses which YOUUnited may establish with a portion of the proceeds from the UNTD Coins Distribution. All such YOUUnited Parties will participate on the same terms as every other buyer of UNTD Coins and will be bound by this Agreement.
- 2.4. No Representations and Warranties. The UNTD Coins will be distributed to buyers thereof pursuant to conditions set in the Agreement. None of the YOUUnited Parties makes any representations or warranties, express or implied, including, without limitation, any warranties of title or implied warranties of merchantability or fitness for a particular purpose with respect to the UNTD Coins or their utility, or the ability of anyone to purchase or use the UNTD Coins. Without limiting the foregoing, none of the YOUUnited Parties represent or warrant that the process of purchasing the UNTD Coins or receiving the UNTD Coins will be uninterrupted or error-free or that the UNTD Coins are reliable and error-free. As a result, Buyer acknowledges and understands that Buyer may never receive UNTD Coins and may lose the entire amount Buyer paid to Company.

### **3. NO OTHER RIGHTS ARISING**

- 3.1. No Claim, Loan or Ownership Interest. The purchase of UNTD Coins: (a) does not provide Buyer with any voting, redemption, liquidation, proprietary rights (including all forms of intellectual property); (b) does not represent any kind of loan to Company; and (c) does not provide Buyer with any ownership or other interest in Company.
- 3.2. Intellectual Property. Company retains all right, title and interest in all of Company's intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. Buyer may not use any of Company's intellectual property for any reason without Company's prior written consent.

### **4. SECURITY AND DATA; TAXES**

- 4.1. Security and Data Privacy.
  - a. Buyer's Security. Buyer will implement reasonable and appropriate measures designed to secure access to: (i) any device associated with Buyer and utilized in connection with Buyer's purchase of UNTD Coins; (ii) private keys to Buyer's wallet or account; and (iii) any other username, passwords or other login or identifying credentials. In the event that Buyer is no longer in possession of Buyer's private keys or any device associated with Buyer's account or is not able to provide Buyer's login or identifying credentials, Buyer may lose all of Buyer's UNTD Coins and/or access to

Buyer's account. Company is under no obligation to recover any UNTD Coins and Buyer acknowledges, understands and agrees that all purchases of UNTD Coins are non-refundable and Buyer will not receive money or other compensation for any UNTD Coins purchased.

- b. Additional Information. Upon Company's request, Buyer will immediately provide to Company information and documents that Company, in its sole discretion, deems necessary or appropriate to comply with any laws, regulations, rules or agreements, including without limitation judicial process. Such documents include, but are not limited to passport, driver's license, utility bills, photographs of associated individuals, government identification cards, or sworn statements. Buyer consents to Company disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements. Buyer acknowledges that Company may refuse to distribute UNTD Coins to Buyer until such requested information is provided.

- 4.2. Taxes. Buyer acknowledges, understands and agrees that: (a) the purchase and receipt of UNTD Coins may have tax consequences for Buyer; (b) Buyer is solely responsible for Buyer's compliance with Buyer's tax obligations; and (c) Company bears no liability or responsibility with respect to any tax consequences to Buyer.

## **5. REPRESENTATIONS AND WARRANTIES OF BUYER**

By buying UNTD Coins, Buyer represents and warrants to each of the YOUUnited Parties that:

- 5.1. Not a U.S. or North Korean Person or from FATF High-Risk Country: Buyer is not a U.S. or a North Korean person or from any country included in the FATF high-risk countries list.
- 5.2. Authority. Buyer has all requisite power and authority to execute and deliver this Agreement, to purchase UNTD Coins, and to carry out and perform its obligations under this Agreement.
  - a. If an individual, Buyer is at least 18 years old and of sufficient legal age and capacity to purchase UNTD Coins.
  - b. If a legal person, Buyer is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business.
- 5.3. No Conflict. The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice: (a) any provision of Buyer's organizational documents, if applicable; (b) any provision of any judgment, decree or order to which Buyer is a party, by which it is bound, or to which any of its material assets are subject; (c) any material agreement, obligation, duty or commitment to which Buyer is a party or by which it is bound; or (d) any laws, regulations or rules applicable to Buyer.
- 5.4. No Consents or Approvals. The execution and delivery of, and performance under, this Agreement requires no approval or other action from any governmental authority or person other than Buyer.
- 5.5. Buyer's Knowledge and Risks of Project. Buyer has sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain or cryptographic currency and other digital assets, smart contracts, storage mechanisms (such as digital or coin wallets), blockchain-based software systems and blockchain technology, to be able to evaluate the risks and merits of Buyer's purchase of UNTD

Coins, including but not limited to, the matters set forth in this Agreement, and is able to bear the risks thereof, including loss of all amounts paid, loss of UNTD Coins, and liability to the YOUUnited Parties and others for its acts and omissions, including with limitation those constituting breach of this Agreement, negligence, fraud or willful misconduct. Buyer has obtained sufficient information in order to make an informed decision to purchase UNTD Coins.

#### 5.6. Funds; Payments.

- a. Funds. The funds, including any fiat, virtual currency or cryptocurrency, Buyer uses to purchase UNTD Coins are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Buyer will not use the UNTD Coins to finance, engage in, or otherwise support any unlawful activities.
- b. Payments. All payments by Buyer under this Agreement will be made only in Buyer's name, from a digital wallet or bank account not located in a country or territory that has been designated as a "non-cooperative country or territory" by the Financial Action Task Force, and is not a "foreign shell bank" within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 *et seq.*), as amended, and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.

#### 5.7. Miscellaneous Regulatory Compliance.

- a. Anti-Money Laundering; Counter-Terrorism Financing. To the extent required by applicable law, Buyer complies with all anti-money laundering and counter-terrorism financing requirements.
- b. Sanctions Compliance. Neither Buyer, nor any person having a direct or indirect beneficial interest in Buyer or UNTD Coins being acquired by Buyer, or any person for whom Buyer is acting as agent or nominee in connection with UNTD Coins, is the subject of sanctions administered or enforced by any country or government (collectively, "Sanctions") or is organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions.

### 6. **DISCLAIMERS**

- 6.1. Buyer expressly acknowledges, understands and agrees that Buyer is purchasing UNTD Coins at the Buyer's sole risk and that the UNTD Coins are each provided, used and acquired on an "AS IS" and on an "AS AVAILABLE" basis without representations, warranties, promises or guarantees whatsoever of any kind by Company and Buyer shall rely on its own examination and investigation thereof.
- 6.2. No Representation or Warranty. (A) COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; AND (B) WITH RESPECT TO THE UNTD COINS, COMPANY SPECIFICALLY DOES NOT REPRESENT AND WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

### 7. **RISKS**



UNTD COINS MAY HAVE NO VALUE. BUYER MAY LOSE ALL AMOUNTS PAID. Buyer has carefully reviewed, acknowledges, understands and assumes the following risks, as well as all other risks associated with the UNTD Coins (including those not discussed herein), all of which could render the UNTD Coins worthless or of little value:

- 7.1. UNTD Platform. Buyer should consider the risks of UNTD Platform (temporary shut-downs, maintenance etc.) when purchasing UNTD Coins.
- 7.2. Purchase Price Risk. The distribution of UNTD Coins will occur during the UNTD Distribution Period. There are no guarantees as to the price of UNTD Coins purchased by Buyer and no guarantees that the price per UNTD Coins determined each period by the market will be equal to or higher in the subsequent periods of the UNTD Distribution Period. There is the possibility that the price per UNTD Coins in subsequent periods of the UNTD Distribution Period falls below the price paid by initial buyers of UNTD Coins during the UNTD Distribution Period. YOUUnited reserves the right to change the duration of the UNTD Distribution Period for any reason, including, without limitation, the unavailability of the Website or other unforeseen procedural or security issues.
- 7.3. YOUUnited Blockchain. The YOUUnited blockchain is based on Delegated Proof of Stake consensus, where blocks are generated by validators in a constant predefined period. Validator can become block producing validator only by consensus voting of community. If the validator skips to include some transactions (or regular skips to create blocks) can be marked as unreliable and invoiced by consensus, unreliable/unstable instances can be invoiced and replaced by another.
- 7.4. Ability to Transact or Resell. Buyer may be unable to sell or otherwise transact in UNTD Coins at any time, or for the price Buyer paid. By purchasing UNTD Coins, Buyer acknowledges, understands and agrees that: (a) UNTD Coins may have no value; (b) there is no guarantee or representation of liquidity for the UNTD Coins; and (c) the YOUUnited Parties are not and shall not be responsible for or liable for the market value of UNTD Coins, the transferability and/or liquidity of UNTD Coins and/or the availability of any market for UNTD Coins through third parties or otherwise.
- 7.5. Coin Security. UNTD Coins may be subject to expropriation and or/theft. Hackers or other malicious groups or organizations may attempt to interfere with the UNTD Coins 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 YOUUnited platform rests on open source software and UNTD Coins are based on open source software, there is the risk that YOUUnited smart contracts may contain intentional or unintentional bugs or weaknesses which may negatively affect the UNTD Coins or result in the loss of Buyer's UNTD Coins, the loss of Buyer's ability to access or control Buyer's UNTD Coins in Buyer's account. In the event of such a software bug or weakness, there may be no remedy and holders of UNTD Coins are not guaranteed any remedy, refund or compensation.
- 7.6. Access to Private Keys. UNTD Coins purchased by Buyer may be held by Buyer in Buyer's 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 Buyer's digital wallet or vault storing UNTD Coins will result in loss of such UNTD Coins, access to Buyer's UNTD Coins balance and/or any initial balances in blockchains created by third parties. 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 Buyer uses, may be able to misappropriate Buyer's UNTD Coins. Company is not responsible for any such losses.

- 7.7. New Technology. The YOUUnited Platform and the UNTD Platform and all of the matters set forth in the White Paper are new and untested. It is possible that no blockchain utilizing the YOUUnited Platform will ever be launched and there may never be an operational UNTD Platform. Buyer should not rely on the YOUUnited Platform or the ability to receive coins associated with the UNTD Platform in the future. Even if the YOUUnited Platform is completed, implemented and adopted, it might not function as intended, and any coins associated with a blockchain adopting the YOUUnited Platform may not have functionality that is desirable or valuable. Also, technology is changing rapidly, so the UNTD Coins and any coins transferable on the UNTD Platform may become outdated.
- 7.8. Reliance on Third-Parties. Even if completed, the YOUUnited Platform will rely on third parties to certain extent to adopt and implement it and to continue to develop, supply, and otherwise support it. There is no assurance or guarantee that those third parties will complete their work, properly carry out their obligations, or otherwise meet anyone's needs, all of which might have a material adverse effect on the YOUUnited Platform and UNTD Platform.
- 7.9. Failure to Map a Public Key to Buyer's Account. Failure of Buyer to map a public key to Buyer's account may result in third parties being unable to recognize Buyer's UNTD Coins balance on the UNTD blockchain when and if they configure the initial balances of a new blockchain based upon the YOUUnited Platform of which Company makes no representation or guarantee.
- 7.10. Exchange & Counterparty Risks. If Buyer sends any acceptable cryptocurrency from an exchange or an account that Buyer does not control, UNTD Coins will be allocated to the account that has sent the cryptocurrency; therefore, Buyer may never receive or be able to recover Buyer's UNTD Coins. Furthermore, if Buyer chooses to maintain or hold UNTD Coins through a cryptocurrency exchange or other third party, Buyer's UNTD Coins may be stolen or lost. In addition, third parties may not recognize Buyer's claim to any derivative coins if and when launched by third parties according to the distribution rules set in the YOUUnited Platform. By purchasing UNTD Coins, Buyer acknowledges and agrees that Buyer sends cryptocurrency through an exchange account and/or holds UNTD Coins on a cryptocurrency exchange or with another third party at Buyer's own and sole risk.
- 7.11. Changes to the YOUUnited Platform. The YOUUnited Platform is still under development and may undergo significant changes over time. Although Company intends for the YOUUnited Platform to have the features and specifications set forth in the White Paper, Company may make changes to such features and specifications for any number of reasons, and any party that adopts the YOUUnited Platform and launches the UNTD Platform also may make changes, any of which may mean that the UNTD Platform does not meet Buyer's expectations.
- 7.12. Risk of Alternative Blockchains based on YOUUnited Platform. The YOUUnited Platform will not likely be licensed under an open source license until after the end of the UNTD Distribution Period; however, it is possible somebody will not respect the YOUUnited Platform copyright or will modify the YOUUnited Platform after it has been released under an open source license. Therefore, it is possible for someone to utilize the YOUUnited Platform to build and launch blockchain protocols using a coin distribution other than the one intended for the UNTD Coins pursuant to the YOUUnited Platform both prior to or after the YOUUnited Platform has become licensed as open source.
- 7.13. Project Completion. The development of the YOUUnited Platform may be abandoned for a number of reasons, including, but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.

- 7.14. Lack of Interest. Even if the YOUUnited Platform is finished and adopted and the UNTD Platform is launched, the ongoing success of the UNTD Platform relies on the interest and participation of third parties like players. There can be no assurance or guarantee that there will be sufficient interest or participation in the UNTD Platform.
- 7.15. Uncertain Regulatory Framework. The regulatory status of cryptographic coins, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic coins, digital assets, blockchain technology and its applications. Such changes could negatively impact UNTD Coins in various ways, including, for example, through a determination that UNTD Coins are regulated financial instruments that require registration. Company may cease the distribution of UNTD Coins, the development of the YOUUnited Platform or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.
- 7.16. Risk of Government Action. As noted above, the industry in which Company operates may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of Company and/or pursue enforcement actions against Company. Such governmental activities may or may not be the result of targeting Company in particular. All of this may subject Company to judgments, settlements, fines or penalties, or cause Company to restructure its operations and activities or to cease offering certain products or services, all of which could harm Company's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the UNTD Coins and/or the development of the YOUUnited Platform.

## **8. LIMITATION OF LIABILITY; INDEMNIFICATION**

- 8.1. Limitation of Liability. To the fullest extent permitted by applicable law, Buyer disclaims any right or cause of action against the YOUUnited Parties of any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part of any YOUUnited Party. Each of the YOUUnited Parties shall not be liable to Buyer for any type of Damages, even if and notwithstanding the extent a YOUUnited Party has been advised of the possibility of such Damages. Buyer agrees not to seek any refund, compensation or reimbursement from a YOUUnited Party, regardless of the reason, and regardless of whether the reason is identified in this Agreement.
- 8.2. Damages. In no circumstances will the aggregate joint liability of the YOUUnited Parties, whether in contract, warrant, tort or other theory, for Damages to Buyer under this Agreement exceed the amount received by Company from Buyer.
- 8.3. Force Majeure. Buyer understands and agrees that Company shall not be liable and disclaims all liability to Buyer in connection with any force majeure event, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.
- 8.4. Release. To the fullest extent permitted by applicable law, Buyer releases the YOUUnited Parties from responsibility, liability, claims, demands, and/or Damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to,



claims of negligence), arising out of or related to disputes between Buyer and the acts or omissions of third parties.

#### 8.5. Indemnification.

- a. To the fullest extent permitted by applicable law, Buyer will indemnify, defend and hold harmless and reimburse the YOUUnited Parties from and against any and all actions, proceedings, claims, Damages, demands and actions (including without limitation fees and expenses of counsel), incurred by a YOUUnited Party arising from or relating to: (i) Buyer's purchase or use of UNTD Coins; (ii) Buyer's responsibilities or obligations under this Agreement; (iii) Buyer's breach of or violation of this Agreement; (iv) any inaccuracy in any representation or warranty of Buyer; (v) Buyer's violation of any rights of any other person or entity; and/or (vi) any act or omission of Buyer that is negligent, unlawful or constitutes willful misconduct.
- b. Company reserves the right to exercise sole control over the defense, at Buyer's expense, of any claim subject to indemnification under this Section 8.5. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Buyer and Company.

### 9. **DISPUTE RESOLUTION**

9.1. Informal Dispute Resolution. Buyer and Company shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a "Dispute"). If the Parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all Parties, such Dispute shall be finally settled by Binding Arbitration as defined in Section 9.2 below.

9.2. Binding Arbitration. Any Dispute not resolved within 90 days as set forth in Section 9.1 shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) rules in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the Parties. The number of arbitrators shall be one who shall be selected by Company. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English. The governing law of the Agreement shall be as set forth in Section 10.1 herein. The arbitration award shall be final and binding on the Parties ("Binding Arbitration"). The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets. Company and Buyer will each pay their respective attorneys' fees and expenses. Notwithstanding the foregoing, Company reserves the right, in its sole and exclusive discretion, to assume responsibility for any or all of the costs of the arbitration.

9.3. No Class Arbitrations, Class Actions or Representative Actions. Any dispute arising out of or related to this Agreement is personal to Buyer and Company 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.

### 10. **MISCELLANEOUS**

- 10.1. Governing Law and Venue. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the Republic of Singapore, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.
- 10.2. Assignment. Buyer shall not assign this Agreement without the prior written consent of YOUUnited. Any assignment or transfer in violation of this Section 10.2 will be void. Company may assign this Agreement to an affiliate. Subject to the foregoing, this Agreement, and the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.
- 10.3. Entire Agreement. This Agreement, including the exhibits attached hereto and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by any YOUUnited Party about the UNTD Coins, the YOUUnited Platform, the UNTD Platform or any other coins on the UNTD Platform.
- 10.4. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the provision shall be modified to make it valid and, to the extent possible, effectuate the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.
- 10.5. Modification of Agreement. Company may modify this Agreement at any time by posting a revised version on the Website, available at <https://YOUUnited.io>. The modified terms will become effective upon posting. It is Buyer's responsibility to check the Website regularly for modifications to this Agreement. This Agreement was last modified on the date listed at the beginning of this Agreement.
- 10.6. Termination of Agreement; Survival. This Agreement will terminate upon the completion of all sales in the UNTD Coins Distribution. Company reserves the right to terminate this Agreement, in its sole discretion, in the event that Buyer breaches this Agreement. Upon termination of this Agreement: (a) all of Buyer's rights under this Agreement immediately terminate; (b) Buyer is not entitled to a refund of any amount paid; and (c) Articles 3, 4, 6, 7, 8, 9, and 10 will continue to apply in accordance with their terms.
- 10.7. No Waivers. The failure by Company to exercise or enforce any right or provision of this Agreement will not constitute a present or future waiver of such right or provision nor limit Company's right to enforce such right or provision at a later time. All waivers by Company must be unequivocal and in writing to be effective.
- 10.8. No Partnership; No Agency; No Third-Party Beneficiaries. Nothing in this Agreement and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose. No Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party. This Agreement does not create any third-party beneficiary rights in any person.

10.9. Electronic Communications. Buyer agrees and acknowledges that all agreements, notices, disclosures and other communications that Company provides Buyer pursuant to this Agreement or in connection with or related to Buyer's purchase of UNTD Coins, including this Agreement, may be provided by Company, in its sole discretion, to Buyer, in electronic form.

## EXHIBIT A

### UNTD COIN DISTRIBUTION

The UNTD Coin Distribution will be initiated after the ICO main sale is successfully finished, and the blockchain is launched. Coin holders will be asked to create a compatible UNTD wallet, and the distribution will start. Such sale will be executed in batches prepared for sale. The coin distribution shall be as follows:

<b>Value of coin</b>	1 UNTD = \$0.01
<b>Total coin supply</b>	2,100,000,000 UNTD

#### **Coin distribution**

Public: 70%

Bounty: 2%

Affiliate: 5%

Promo prize pools: 10%

Team: 13%

UNTD coin powers the whole YOUUnited betting & gaming ecosystem on our own native UNTD blockchain customized to minimize all operational costs. It is the playing chip used for placing bets and paying game entries, as well as for the prize pool and affiliate program payouts. UNTD coin is the fuel that makes the whole YOUUnited ecosystem sustainable.