

Co-Museum
Terms and Conditions of Founder's Pass Sale

Date: 10 April 2024

Unless otherwise stated or if the context otherwise requires, all capitalised terms herein shall have the respective meanings as indicated in Annex 1 of these Terms. Headings in these Terms are included for convenience only and shall not be taken into account in construing these Terms. References to a "Paragraph" and "Annex" are to be construed as references to the paragraphs of and the annexes to these Terms.

1. GENERAL

1.1.1. Please review these Terms and Conditions of Founder's Pass and Founder's Pass Sale (the "**Terms**") carefully, as they set forth legally binding terms and conditions between you or (if you represent an entity) such entity (for purposes of these Terms, "**you**" shall hereinafter refer to you as an individual, or if you represent an entity, such entity) and Budge Pte. Ltd., a company incorporated in Singapore ("**Distributor**", "**we**" or "**us**"), that govern your Founder's Pass your participation in the Founder's Pass Sale for purchase of NFT(s) known as "Founder's Pass" directly from Distributor, by way of access and/or use of (i) the website located at <https://co-museum.com/> (the "**Founder's Pass Sale Platform**"); and/or (ii) the Founder's Pass Sale Smart Contracts; including related trademarks, and other intellectual property, for purposes of and in connection with your intended purchase of the Founder's Pass from Distributor during the Founder's Pass Sale Period

1.1.2. Each of you and Distributor shall hereinafter be referred to as a "**Party**", and collectively, you and Distributor shall hereinafter be referred to as the "**Parties**".

1.2. These Terms are to be read together with the provisions set out in the Co-Museum Privacy Policy (accessible at <https://co-museum.com/privacy.pdf>) as adopted and updated from time to time. In the event of any inconsistency between the Co-Museum TOS and these Terms, these Terms shall prevail.

1.3. By acquiring a Founder's Pass (whether by accessing and/or using the Founder's Pass Sale Platform and/or the Founder's Pass Sale Smart Contracts for purposes of and/or in connection with the Founder's Pass Sale), you acknowledge and agree that (i) you have the right and authority to agree to these Terms; (ii) you have read and understood these Terms; and (iii) you agree to be bound by these Terms, which set forth legally binding terms and conditions between you and Distributor.

1.4. We may amend these Terms from time to time. Amendments shall take effect from the date the amended terms are published on the Founder's Pass Sale Platform and/or Website. If you use or option access the Founder's Pass Sale Platform or interact with any Founder's Pass Sale Smart, you are deemed to have agreed to the amended terms and to be bound by them. It is your responsibility to check for the latest version of these Terms prior to the use of the Founder's Pass Sale Platform and any interaction with the Founder's Pass Sale Smart Contracts.

1.5. We have no obligation to provide, or continue to provide the Founder's Pass Sale Platform and/or Founder's Pass Sale Smart Contracts, now or in future. We reserve the right, at any time, temporarily or permanently, in whole or in part, without prior notification and without incurring any liability to you, to: modify, suspend or discontinue the Founder's Pass Sale Platform, Founder's Pass Sale Smart Contracts restrict or modify access to the Founder's Pass Sale Platform, Founder's Pass Sale Smart Contracts and modify and/or waive any

charges in connection with the Founder's Pass Sale, Founder's Pass Sale Smart Contracts. You are deemed to agree to such modifications if you continue to use the Founder's Pass Sale Platform and/or Founder's Pass Sale Smart Contract or participate in the Founder's Pass Sale.

- 1.6. **The Founder's Pass is not intended to constitute securities of any form, units in a business trust, units in a collective investment scheme, capital markets products, or any other form of regulated investment or investment product in any jurisdiction. These Terms do not constitute a prospectus or an offer document of any sort and are not intended to constitute an offer of securities of any form, units in a business trust, units in a collective investment scheme, capital markets products, or any other form of regulated investment or investment product, or a solicitation for any form of regulated investment or investment product in any jurisdiction. No regulatory authority has examined or approved of these Terms. No such action has been or will be taken by Distributor to obtain such approval under the laws, regulatory requirements or rules of any jurisdiction. The provision of these Terms to you does not imply that the applicable laws, regulatory requirements or rules have been complied with.**
- 1.7. **The Founder's Pass is not intended to be available for exchange by Disqualified Persons (as defined in Paragraph 2.3 below). If you are a Disqualified Person, you are not eligible to acquire a Founder's Pass by participating in the Founder's Pass Sale.**
- 1.8. **IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL, TAX OR OTHER PROFESSIONAL ADVISOR(S). IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ACCEPT THESE TERMS, OR PARTICIPATE IN THE FOUNDER'S PASS SALE.**

2. ELIGIBILITY TO PARTICIPATE IN FOUNDER'S PASS SALE

- 2.1. **THE FOUNDER'S PASS SALE WILL BE CONDUCTED VIA THE FOUNDER'S PASS SALE PLATFORM USING THE SMART CONTRACTS WHICH HAVE BEEN DEVELOPED TO FACILITATE THE SALE AND TRANSFER OF THE FOUNDER'S PASS TO FOUNDER'S PASS SALE PARTICIPANTS AS PART OF THE FOUNDER'S PASS SALE AND WHICH ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS BY DISTRIBUTOR ("FOUNDER'S PASS SALE SMART CONTRACTS"), AND DISTRIBUTOR AND ITS AFFILIATES (SAVE TO THE EXTENT PROHIBITED BY APPLICABLE LAWS) EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF ANY KIND IN RESPECT THEREOF.**
- 2.2. **Where you intend to acquire the Founder's Pass by way of participation in the Founder's Pass Sale, you agree and acknowledge that you shall not participate in the Founder's Pass Sale if there are applicable legal restrictions in your country of residence or domicile. It is your sole responsibility to ensure that your participation in the Founder's Pass Sale is not prohibited, restricted, curtailed, hindered, impaired, unauthorised or otherwise adversely affected in any way or in any form or manner, whether in full or in part under any applicable law, regulation or rule in your country of residence or domicile or in any jurisdiction applicable to you.**
- 2.3. You are not eligible to participate in and you are not to purchase any Founder's Pass in the Founder's Pass Sale if:
 - 2.3.1. where you are an individual, you are a citizen of, domiciled in, resident of, or physically present / located in an Excluded Jurisdiction; or
 - 2.3.2. where you are a body corporate, you are a body corporate: (i) which is incorporated in, or operates out of, an Excluded Jurisdiction, or (ii) which is wholly or partially owned by or under the control of (aa) one or more individuals who is/are citizen(s) of, domiciled in,

residents of, or physically present / located in, an Excluded Jurisdiction; (bb) one or more entities which is incorporated in, or operates out of, an Excluded Jurisdiction; and/or (cc) a Designated Person / Entity; or

2.3.3. you are an individual or body corporate: (i) included in the consolidated list published by the United Nations Security Council of individuals or entities subject to measures imposed by the United Nations Security Council accessible at <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>; or (ii) included in the United Nations Lists (UN Lists) or within the ambit any regulations adopted by any jurisdiction relating to or implementing United Nations Security Council Resolutions (“**Designated Person / Entity**”); or

2.3.4. you are an individual or body corporate which is otherwise prohibited or ineligible in any way, whether in full or in part, under any laws applicable to such individual or body corporate from participating in any part of the transactions contemplated in these Terms, or

2.3.5. the Founder’s Pass Sale is prohibited, restricted, curtailed, hindered, impaired, unauthorised or otherwise adversely affected in any way or in any form or manner whether in full or in part under any applicable law, regulation or rule in your country of residence or domicile or in any jurisdiction applicable to you; or

2.3.6. if you are unable to make a true and affirmative representation in respect of the matters set out in Paragraphs 9.1(q), 9.1(r) and 9.1(s),

(collectively, the “**Disqualified Persons**”).

2.4. Distributor does not intend to offer any Founder’s Pass to you or have any dealing with you if you are a Disqualified Person. **Accordingly, if you are a Disqualified Person, you shall not participate in the Founder’s Pass Sale and shall exit the Founder’s Pass Sale Platform immediately.**

3. FOUNDER’S PASS SALE

3.1. The Founder’s Pass Sale Smart Contracts will be made available on the Founder’s Pass Sale Platform from **9pm Singapore Time on 10 April 2024**, until such date and time when all Founder’s Pass subject of the Founder’s Pass Sale are sold, or such other date and time as determined by Distributor (“**Founder’s Pass Sale Period**”).

3.2. The Founder’s Pass Sale Smart Contracts are made available during the Founder’s Pass Sale Period to facilitate the sale (“**Founder’s Pass Sale**”) by Distributor of a collection of 3969 Founder’s Pass, at a price of 0.089 per NFT (“**Founder’s Pass Sale Consideration**”) on a first-come-first-serve basis to Founder’s Pass Sale Participants, where a Founder’s Pass Sale Participant is considered to be first in time over another Founder’s Pass Sale Participant if the first-mentioned Founder’s Pass Sale Participant first effects a Transaction Signing that is recorded on-chain ahead of the second-mentioned Founder’s Pass Sale Participant.

3.3. In order to purchase a Founder’s Pass, a Founder’s Pass Sale Participant:

3.3.1. must not be deemed ineligible pursuant to the provisions of Paragraph 2;

3.3.2. will be required to connect Founder’s Pass Sale Participant’s Participating Digital Wallet to the Founder’s Pass Sale Platform;

3.3.3. shall sign a transaction (“**Transaction Signing**”) to effect a transfer of Founder’s Pass Sale Consideration to a wallet address designated by us and a transfer of the Founder’s

Pass subject of such Founder's Pass Sale ("**Purchased NFT**") to Founder's Pass Sale Participant's Participating Digital Wallet; and

3.3.4. must pay / provide for all gas / network transaction fees associated with the foregoing action(s) / transaction(s), which Founder's Pass Sale Participant acknowledges shall be debited from such Founder's Pass Sale Participant's Participating Digital Wallet.

3.4. You acknowledge, agree, and confirm that there shall be no refund of the Founder's Pass Sale Consideration in respect of any purchase of Founder's Pass subject of the Founder's Pass Sale.

4. ADMINISTRATIVE AND/OR THIRD PARTY CHARGES

4.1. The Founder's Pass Sale Consideration shall be exclusive of all administrative and/or third-party charges and/or other transaction fees (if any) that may be incurred in connection with Participant's participation in the Founder's Pass Sale.

4.2. Any administrative and/or third-party charges and/or other transaction fees (if any) incurred in connection with your intended acquisition of a Founder's Pass by way of participation in the Founder's Pass shall be borne by you.

4.3. Any amount(s) of transaction fees (if any) published on the Channels, Participating Digital Wallet interface, Relevant Wallet interface or such other relevant interface is only indicative, and may not be representative or reflective of the actual amount(s) of transaction fees required for effecting a sale and transfer of the Founder's Pass subject of the Founder's Pass Sale, the acquisition.

5. PARTICIPATION IN FOUNDER'S PASS SALE IN BREACH OF TERMS OR VIOLATION OF APPLICABLE LAWS

In the event that Distributor discovers any attempt by you to:

- (a) purport to participate in the Founder's Pass Sale and/or acquire a Founder's Pass subject of the Founder's Pass Sale other than in accordance with Paragraph 3, or in breach of these Terms; and/or
- (b) participate in the Founder's Pass Sale in breach of applicable laws,

you shall be in material breach of these Terms and you acknowledge and agree that such Founder's Pass Sale (as the case may be) shall be regarded as invalid and/or void *ab initio* and:

- (i) Distributor shall have no obligation to deliver, and you shall have no right to receive, any Founder's Pass;
- (ii) you shall, at Distributor's request, return all the Founder's Pass, Proceeds, received/acquired by you, without any entitlement on your part to receive, or obligation on the part of Distributor to provide, any refund for any part of any consideration paid in connection with your purported participation in the Founder's Pass Sale and:
- (iii) you shall be deemed to have waived all rights, claims and/or causes of action (present or future) under law (including any tortious claims) or contract against the Indemnified Persons (including Distributor) in connection with or arising from such attempted participation in the Founder's Pass Sale and shall further hold harmless the Indemnified Persons (including Distributor) from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by you in connection with or arising from such attempted participation in the Founder's Pass Sale.

IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT YOUR PARTICIPATION IN THE FOUNDER'S PASS SALE, IS NOT IN VIOLATION OF ANY APPLICABLE LAWS, REGULATIONS OR RULES.

6. RESPONSIBILITY TO ESTABLISH AND MAINTAIN ACCESS TO PARTICIPATING DIGITAL WALLET AND RELEVANT WALLET

- 6.1. For purposes of your participation in the Founder's Pass Sale (including for any receipt of Founder's Pass subject of such Founder's Pass Sale, you shall have the sole responsibility to establish and maintain, in fully operational, secure and valid status, access to your Participating Digital Wallet and/or Relevant Wallet (as applicable) and maintain, in your fully secure possession, the credentials (including private keys) for accessing such Participating Digital Wallet and/or Relevant Wallet (as applicable).
- 6.2. In the event of any hack, exploit, theft or permanent loss of access to your Participating Digital Wallet and/or Relevant Wallet (as applicable) resulting in a loss of digital assets (including Founder's Pass Sale Consideration in the case of Founder's Pass Sale from your Participating Digital Wallet and/or Relevant Wallet (as applicable), you acknowledge and confirm that you shall have no right(s), claim(s) or causes of action in any way whatsoever against Distributor and/or any of the other Indemnified Persons.
- 6.3. In the event that you are unable or otherwise fail to receive any Purchased NFTs for which you have effected settlement of the Founder's Pass Sale Consideration, or due to malfunction of the underlying protocol(s) or any interface which you use to access the digital assets in your Participating Digital Wallet and/or Relevant Wallet (as applicable), you shall have no right(s), claim(s) or causes of action in any way whatsoever against Distributor and/or any of the other Indemnified Persons whether for any Acquired NFT and/or any Founder's Pass Sale Consideration (in the case of Founder's Pass Sale).

7. REPRESENTATIONS AND WARRANTIES

- 7.1. By accepting these Terms, you represent and warrant to Distributor as follows:
 - 7.1.1. you acknowledge and agree that the Founder's Pass are not intended to constitute securities of any form, units in a business trust, units in a collective investment scheme, capital markets product, or any other form of regulated investment or investment product in any jurisdiction;
 - 7.1.2. you are not a citizen or resident of a country the laws of which prohibit or conflict with the Founder's Pass Sale, your participation in the Founder's Pass Sale and/or your acquisition of Founder's Pass of the Founder's Pass Sale;
 - 7.1.3. you acknowledge and agree that these Terms do not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities of any form, units in a business trust, units in a collective investment scheme, capital markets product, or any other form of regulated investment or investment product in any jurisdiction or a solicitation for any form of investment in any jurisdiction;
 - 7.1.4. you acknowledge and agree that none of the Founder's is to be construed, interpreted, classified or treated as enabling, or according any opportunity to you to participate in or receive profits, income, or other payments or returns arising from or in connection with Distributor, Project Group, Project, or the Founder's Pass;
 - 7.1.5. you acknowledge and agree that no regulatory authority has examined or approved of these Terms, no such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction, and the provision of these Terms to you does

not imply that the applicable laws, regulatory requirements or rules have been complied with;

7.1.6. the provision of these Terms, any part thereof or any copy thereof, or acceptance of the same by you, is not prohibited or restricted by the applicable laws, regulations or rules in your jurisdiction, and where any restrictions in relation to possession are applicable, you have observed and complied with all such restrictions at your own expense and without liability to Distributor;

7.1.7. you have read and understood all of these Terms including the Annexes hereto;

7.1.8. you are not a Disqualified Person;

7.1.9. you have full power and capacity to accept these Terms and perform all your obligations hereunder and in the case where you are accepting these Terms on behalf of a corporation:

7.1.9.1. such corporation is duly incorporated and validly existing under the applicable laws; and

7.1.9.2. you are duly authorised to accept these Terms and procure the performance of obligations hereunder;

7.1.10. if you are a natural person, you are of sufficient age and capacity under the applicable laws of the jurisdiction in which you reside and the jurisdiction of which you are a citizen to accept these Terms and perform all your obligations hereunder;

7.1.11. you acknowledge and agree that the Founder's Pass are not to be construed, interpreted, classified or treated as:

- (i) debentures, stocks or shares issued by Distributor;
- (ii) rights, options or derivatives in respect of such debentures, stocks or shares;
- (iii) rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss;
- (iv) units in a collective investment scheme;
- (v) units in a business trust;
- (vi) derivatives of units in a business trust; or
- (vii) any other security, class of securities or form of investment (whether regulated or otherwise);

7.1.12. you have a basic degree of understanding of the operation, functionality, usage, storage, transmission mechanisms, and other material characteristics of cryptocurrencies, cryptographic utility tokens, NFTs, blockchain assets, and tokens including the Founder's Pass, blockchain-based software systems, cryptocurrency / cryptographic utility tokens, wallets or other related token storage mechanisms, blockchain technology and smart contract technology;

7.1.13. you are fully aware of, understand and agree to assume all the risks (including direct, indirect or ancillary risks) associated with your access/use of the Website, Founder's Pass Sale Platform and/or Founder's Pass Sale Smart Contracts to participate in the Founder's Pass Sale, effect settlement of the Founder's Pass Sale Consideration payable by you in respect of your Founder's Pass purchase and/or acquiring of Founder's Pass through the Founder's Pass Sale and/or the use of your digital wallets (including your Participating Digital Wallet and/or Relevant Wallet) in connection therewith;

- 7.1.14. these Terms constitute legal, valid, and binding obligations on you, enforceable in accordance with its terms and neither the purchase of, nor receipt, nor holding of Founder's Pass is in breach or contravention of any applicable law, regulation or rule in your jurisdiction;
- 7.1.15. no consent, approval, order or authorisation of, or registration, qualification, designation, declaration or filing with, any regulatory authority in any jurisdiction (the "**Approvals**") is required on your part in connection with your participation in the Founder's Pass Sale and/or your acquisition of Founder's Pass through the Founder's Pass sale or where any Approvals are required, such Approvals have been obtained and remain valid and in full force and effect;
- 7.1.16. the Founder's Pass Sale Consideration that you will use to purchase the Founder's Pass under the Founder's Pass Sale is not directly or indirectly derived from any activities prohibited under anti-money laundering and/or terrorism financing laws or regulations or any other acts in breach or contravention of any applicable law, regulation or rule;
- 7.1.17. none of you or (and in the case where you are accepting these Terms on behalf of a corporation) any of your related corporations (if any), any of your directors or officers nor, any of your employees, agents or any other person acting on behalf of your or any of your related corporations is an individual or entity that is, or is owned or controlled by an individual or entity that:
- 7.1.17.1. is listed by the Monetary Authority of Singapore as designated individuals or entities defined in the respective regulations promulgated under the Monetary Authority of Singapore Act 1970 of Singapore, the United Nations Act 2001 of Singapore, the Variable Capital Companies Act 2018 of Singapore, or the Terrorism (Suppression of Financing) Act 2002 of Singapore or such other law, regulation or rule as may be prescribed by the MAS from time to time;
 - 7.1.17.2. is currently the subject of any sanction administered by the OFAC or any other United States government authority, is not designated as a "Specially Designated National" or "Blocked Person" by OFAC or subject to any similar sanctions or measures imposed or administered by the United Nations Security Council, the European Union, Her Majesty's Treasury of the United Kingdom or similar sanctions administered or imposed by the government of any other country (collectively, the "**Sanctions**");
 - 7.1.17.3. is located, organised or resident in a country or territory that is the subject of such Sanctions (including, without limitation, the Central African Republic, the Democratic People's Republic of Korea, the Democratic Republic of Congo, Iran, Libya, Mali, Somalia, South Sudan, Sudan and Yemen) ("**Sanctioned Countries**"); or
 - 7.1.17.4. has engaged in and is not now engaged in any dealings or transactions with any government, person, entity or project targeted by, or located in any country or territory, that at the time of the dealing or transaction is or was the subject of any Sanctions;
- 7.1.18. none of: (i) you; (ii) any person controlling or controlled by you; (iii) if you are a privately-held entity, any person having a beneficial interest in you; or (iv) any person for whom you are acting as agent or nominee in connection with your participation in the Founder's Pass Sale and/or acquisition of the Founder's Pass is a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure, as such terms are defined below;
- 7.1.19. where you are participating in the Founder's Pass Sale, you have sufficient Founder's Pass Sale Consideration to participate in the Founder's Pass Sale;

- 7.1.20. your Acquired NFT(s) will not be used for any purpose in connection with money laundering, terrorism financing or any other acts in breach or contravention of any applicable law, regulation or rule;
- 7.1.21. you are acquiring your Acquired NFT(s) as principal and for your own benefit and you are not acting on the instructions of, or as nominee or agent for or on behalf of, any other person;
- 7.1.22. you bear the sole responsibility to determine what tax implications your participation in the Founder's Pass Sale and/or your receipt of your Acquired NFT(s) may have for you and agree not to hold Distributor or any other person involved in the Founder's Pass Sale and/or creation and distribution of the Founder's Pass liable for any tax liability associated with or arising therefrom;
- 7.1.23. you agree and acknowledge that Distributor is not liable for any direct, indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with any acceptance of or reliance on these Terms or any part thereof by you;
- 7.1.24. you waive the right to participate in a class action lawsuit or a class wide arbitration against Distributor and/or any person involved in the Founder's Pass Sale and/or with the creation and distribution of the Founder's Pass ; and
- 7.1.25. all of the above representations and warranties are, and will continue to be, true, complete, accurate and non-misleading from the time of your acceptance of these Terms notwithstanding the receipt by you of any Acquired NFT(s).
- 7.2. Distributor does not make, and hereby disclaims, any representation or warranty in any form whatsoever, including any representation or warranty in relation to:
- 7.2.1.the information set out on the Channels or any other place;
- 7.2.2.Distributor and the Project Group;
- 7.2.3.the Project;
- 7.2.4.the Founder's Pass Sale;
- 7.2.5.the Founder's Pass; and
- 7.2.6.any digital wallet (including, but not limited to, Participating Digital Wallet and Relevant Wallet).

8. DISCLAIMERS

Founder's Pass Sale Platform, Founder's Pass Sale Smart Contracts and Other Smart Contracts

- 8.1. **IN ACCESSING AND/OR USING THE FOUNDER'S PASS SALE PLATFORM, THE FOUNDER'S PASS SALE SMART CONTRACTS AND/OR ANY OTHER SMART CONTRACTS CONTEMPLATED HEREIN, YOU ACKNOWLEDGE AND AGREE THAT:**
- 8.1.1.**THE FOUNDER'S PASS SALE PLATFORM, FOUNDER'S PASS SALE SMART CONTRACTS AND SUCH OTHER SMART CONTRACTS ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND DISTRIBUTOR AND ITS AFFILIATES (SAVE TO THE EXTENT PROHIBITED BY APPLICABLE LAWS) EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR**

CONDITIONS OF ANY KIND IN RESPECT THEREOF, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT.

8.1.2. DISTRIBUTOR AND/OR ITS AFFILIATES HAVE NOT MADE AND MAKE NO REPRESENTATION, WARRANTY AND/OR CONDITION OF ANY KIND THAT THE FOUNDER'S PASS SALE PLATFORM, FOUNDER'S PASS SALE SMART CONTRACTS AND/OR SUCH OTHER SMART CONTRACTS WILL MEET YOUR REQUIREMENTS, OR WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE.

8.1.3. YOU SHALL HAVE NO CLAIM AGAINST DISTRIBUTOR AND/OR ITS AFFILIATES IN RESPECT OF ANY LOSS SUFFERED BY YOU IN RELATION TO OR ARISING FROM YOUR ACCESS AND/OR USE OF THE FOUNDER'S PASS SALE PLATFORM, FOUNDER'S PASS SALE SMART CONTRACTS AND/OR SUCH OTHER SMART CONTRACTS.

Participating Digital Wallet and Relevant Wallet

8.2. IN ACCESSING AND/OR USING A PARTICIPATING DIGITAL WALLET TO PARTICIPATE IN THE FOUNDER'S PASS SALE AND/OR A RELEVANT WALLET TO RECEIVE AND/OR HOLD ACQUIRED NFTs, YOU ACKNOWLEDGE AND AGREE THAT:

(a) PARTICIPATING DIGITAL WALLET AND/OR RELEVANT WALLET HAS BEEN DEVELOPED AND PROVIDED BY PERSON(S)/ENTITY(IES) OTHER THAN DISTRIBUTOR AND ITS AFFILIATES, AND DISTRIBUTOR AND ITS AFFILIATES (SAVE TO THE EXTENT PROHIBITED BY APPLICABLE LAWS) EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF ANY KIND IN RESPECT THEREOF, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT.

(b) DISTRIBUTOR AND ITS AFFILIATES HAVE NOT MADE AND MAKE NO REPRESENTATION, WARRANTY AND/OR CONDITION OF ANY KIND THAT ANY PARTICIPATING DIGITAL WALLET AND/OR RELEVANT WALLET WILL MEET YOUR REQUIREMENTS OR WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE.

(c) YOU SHALL HAVE NO CLAIM AGAINST DISTRIBUTOR AND/OR ITS AFFILIATES IN RESPECT OF ANY LOSS SUFFERED BY YOU IN RELATION TO OR ARISING FROM YOUR ACCESS AND/OR USE OF ANY PARTICIPATING DIGITAL WALLET AND/OR RELEVANT WALLET.

8.3. To the maximum extent permitted by all applicable laws, regulations, and rules and except as otherwise provided in these Terms, Distributor hereby expressly disclaims its liability and shall in no case be liable to you or any person for:

8.3.1. any transfer of your Acquired NFT(s);

8.3.2. the Founder's Pass Sale Consideration used in your participation in the Founder's Pass Sale being obtained through any acts in connection with money laundering, terrorism financing or any other acts in breach or contravention of any applicable law, regulation or rule;

8.3.3. use of your Acquired NFT(s) for any purpose in connection with money laundering,

terrorism financing or any other acts in breach or contravention of any applicable law, regulation or rule;

- 8.3.4. any purported acquisition of the Founder's Pass through the Founder's Pass Sale being regarded as invalid and/or void *ab initio*;
- 8.3.5. any failure, malfunction or breakdown of, or disruption to, the Founder's Pass Sale Platform, Founder's Pass Sale Smart Contracts or other smart contracts contemplated herein, the operation of the Website, any digital wallet (including but not limited to any Participating Digital Wallet or Relevant Wallet), Acquired NFT(s) or any technology (including but not limited to smart contract technology) on which the Founder's Pass Sale Platform, Founder's Pass Sale Smart Contracts or other smart contracts contemplated herein, the Website, any digital wallet (including but not limited to any Participating Digital Wallet or Relevant Wallet), the Founder's Pass, the Project Group and/or the Project relies on, due to occurrences of forks, hacks, exploits, mining attacks (including but not limited to double-spend attacks, majority mining power attacks and "selfish-mining" attacks), cyber-attacks, distributed denials of service, errors, vulnerabilities, defects, flaws in programming or source code or otherwise, regardless of when such failure, malfunction, breakdown, or disruption occurs;
- 8.3.6. failure, malfunction or breakdown of, or disruption to, the operation of any blockchain, any blockchain-based software systems or any blockchain technology in connection with the operations of the Project Group, the Project, the Founder's Pass, your Participating Digital Wallet and/or Relevant Wallet, and/or such other technology which the Founder's Pass Sale relies on, due to occurrences of forks, hacks, exploits, mining attacks (including but not limited to double-spend attacks, majority mining power attacks and "selfish-mining" attacks), cyber-attacks, distributed denials of service, errors, vulnerabilities, defects, flaws in programming or source code or otherwise, regardless of when such failure, malfunction, breakdown, or disruption occurs;
- 8.3.7. any virus, error, bug, flaw, defect or otherwise adversely affecting the operation, functionality, usage, storage, transmission mechanisms, transferability or tradeability and other material characteristics of the Founder's Pass;
- 8.3.8. decreases or volatility in traded prices or lack of trading liquidity for any NFTs (including Founder's Pass) in any forum;
- 8.3.9. failure or unfitness of any NFTs (including Founder's Pass) for any specific purpose;
- 8.3.10. the manner of utilisation of the Founder's Pass Sale Consideration received by Distributor from the Founder's Pass Sale or otherwise burned;
- 8.3.11. failure to disclose information relating to the progress of the Founder's Pass Sale;
- 8.3.12. loss of possession of the credentials for accessing, or loss or destruction of the private keys of, your digital wallet (including but not limited to Participating Digital Wallet and/or Relevant Wallet) in any manner and to any extent;
- 8.3.13. any rejection of trading of the Founder's Pass by any forum;
- 8.3.14. any prohibition, restriction or regulation by any government or regulatory authority in any jurisdiction of the operation, functionality, usage, storage, transmission mechanisms, transferability or tradability or other material characteristics of the Founder's Pass,
- 8.3.15. any risks associated with the Founder's Pass Sale Smart Contracts or other smart contracts contemplated herein, the Channels, the Project, the Founder's Pass Sale, the receipt and holding of any Acquired NFTs and any digital wallets (including but not limited to your Participating Digital Wallet and/or Relevant Wallet); and
- 8.3.16. all other risks, direct, indirect or ancillary, whether in relation to the Founder's Pass Sale Smart Contracts or other smart contracts as contemplated herein, the Channels,

Distributor, Project Group, the Project, the Founder's Pass Sale, and any digital wallets (including but not limited to your Participating Digital Wallet and/or Relevant Wallet), which are not specifically or explicitly contained in or stated in these Terms.

- 8.4. In the event of any exploit, hack or theft or other act resulting in a loss of digital assets (including your Acquired NFTs, Founder's Pass Sale Consideration, or loss of access to your digital wallets (including but not limited to your Participating Digital Wallet and/or Relevant Wallet), you acknowledge and confirm that you shall have no right(s), claim(s) or causes of action in any way whatsoever against Distributor and/or any of the other Indemnified Persons.
- 8.5. In the event Distributor discovers that you, in your participation in the Founder's Pass Sale, and/or any other transaction contemplated hereunder, have engaged in unfair, excessive or abusive usage or conduct, Distributor reserves the right to take such actions as may be necessary, to the fullest extent possible under law, to protect Distributor from losses, damages, harm or degradation of any form and manner.

9. LIMITATION OF LIABILITY AND INDEMNIFICATION

- 9.1. To the maximum extent permitted by the applicable laws, regulations and rules:
- (a) Distributor and all of the other Indemnified Persons shall not be liable for any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with any transaction as contemplated by these Terms;
 - (b) in any event, the aggregate liability of Distributor and all of the other Indemnified Persons, in tort, contract or otherwise, arising out of or in connection with any transaction as contemplated by these Terms shall be limited to **US\$5,000**; and
 - (c) you hereby agree to waive all rights to assert any claims under the applicable laws, regulations and rules and you may make claims based only on these Terms.
- 9.2. To the maximum extent permitted by the applicable laws, regulations and rules, you shall indemnify, defend, and hold Distributor and/or all of the other Indemnified Persons harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable legal fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by you or any third party against any of Distributor or the other Indemnified Persons arising out of a breach of any warranty, representation, or obligation hereunder.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. [Save as otherwise provided under the Co-Museum TOS,] these Terms shall not entitle you to any intellectual property rights, including the rights in relation to the use, for any purpose, of any information, image, user interface, logos, trademarks, trade names, Internet domain names or copyright in connection with the Founder's Pass Sale Smart Contracts and other smart contracts contemplated herein, the Channels, Distributor, Project Group, the Project, the Founder's Pass Sale and/or Acquired NFTs.
- 10.2. There are no implied licences under these Terms, and any rights not expressly granted to you hereunder are reserved by Distributor.

11. NO WAIVER

Any failure of Distributor to enforce these Terms or to assert any right(s), claim(s) or causes of action against you under these Terms shall not be construed as a waiver of the right of Distributor to assert any right(s), claim(s) or causes of action against you.

12. ENTIRE AGREEMENT

- 12.1. These Terms contain the entire agreement and the understanding between the Parties and supersedes all prior agreements, understandings or arrangements (both oral and written) in relation to the Founder's Pass and Founder's Pass Sale.

13. TAXES

- 13.1. Your acquisition, receipt and holding of Acquired NFT(s), and/or your participation in any other transaction contemplated hereunder, may be subject to applicable taxes in applicable jurisdictions, for which you shall be solely responsible ("**Payable Tax**").
- 13.2. You shall be responsible for determining any Payable Tax and declaring, withholding, collecting, reporting and remitting the correct amount of Payable Tax to the appropriate tax authorities. You shall be solely liable for all penalties, claims, fines, punishments or other liabilities arising from the non-fulfilment or non-performance to any extent of any of your obligations in relation to the Payable Tax.
- 13.3. Distributor shall not be responsible for determining any Payable Tax and declaring, withholding, collecting, reporting and remitting the correct amount of Payable Tax to the appropriate tax authorities.

14. COMMUNICATIONS WITH DISTRIBUTOR

- 14.1. Any communication between you and Distributor shall be by electronic means, through electronic mail (Info@co-museum.com). Any notification from Distributor may be in the form of notifications from Distributor through any of the Channels, or such other communication channel as Distributor may otherwise elect.
- 14.2. You:
- 14.2.1. consent to receive communications from Distributor in any electronic form; and
- 14.2.2. acknowledge and agree that all terms and conditions, agreements, notices, disclosures, and other communications that Distributor provides to you electronically satisfy any legal requirement that would also be satisfied if such communications were to be in a hardcopy writing.

15. GOVERNING LAW AND JURISDICTION

- 15.1. These Terms shall be governed by and construed in accordance with the laws of the Republic of Singapore, without reference to any conflict of law provisions, and the obligations, rights and remedies of the Parties herein shall be determined in accordance with such laws.
- 15.2. Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved in Singapore by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the SIAC ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this paragraph. The seat of the arbitration shall be Singapore. The tribunal shall consist of one (1) arbitrator [to be appointed by the Chairman of the SIAC]. The language of the arbitration shall be English. A printed version

of these Terms and of any notice given in electronic form shall be admissible in arbitral proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The arbitration award shall be final and binding on the Parties. 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. You and Distributor shall be responsible for their respective attorneys' fees and expenses. This arbitration agreement shall be governed by the laws of the Republic of Singapore.

- 15.3. Each of the Parties irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore to support and assist the arbitration process pursuant to Paragraph 18.2 of these Terms, including if necessary the grant of interlocutory relief pending the outcome of that process.

16. RIGHTS OF THIRD PARTIES

- 16.1. Subject to Paragraph 19.2, the Contracts (Rights of Third Parties) Act 2001 of Singapore, as may be modified, amended or supplemented from time to time, shall apply to these Terms.
- 16.2. Save for the Indemnified Persons who shall have rights to the extent accorded thereto under these Terms, a person who is not a Party shall not have any rights whatsoever under these Terms or to enforce these Terms.

17. SEVERANCE AND PARTIAL INVALIDITY

- 17.1. If any of these Terms is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further and, for the avoidance of doubt, the rest of these Terms shall continue to be valid and in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.
- 17.2. The illegality, invalidity or unenforceability of any provision of these Terms under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

ANNEX 1

DEFINITIONS

1. In these Terms, the following words and expressions shall, where not inconsistent with the context, have the following meanings respectively:

“**Acquired NFTs**” means Founder’s Pass(es) acquired by way of the Founder’s Pass Sale;

“**Affiliate**”, with respect to any person, means any other person directly or indirectly controlling, controlled by or under common control with such person.

“**Approvals**” has the meaning ascribed to it in Paragraph 7.1.17.

“**Channels**” means the Founder’s Pass Sale Platform, the Website, the social media channels (including Discord and X (Twitter)) associated with the Project or any other online channel of the Project, the account of which is held by Distributor or its Affiliate(s).

“**Designated Person / Entity**” has the meaning ascribed to it in Paragraph 2.3.3.

“**Disqualified Persons**” has the meaning ascribed to it in Paragraph 2.3.

“**ETH**” means Ether, the cryptographic token which is native to the Ethereum network.

“**Excluded Jurisdiction**” means any of the following jurisdictions:

- (a) a jurisdiction identified by the Financial Action Task Force (FATF) for strategic AML/CFT deficiencies and included in FATF’s listing of “High-risk and Other Monitored Jurisdictions” accessible at <https://www.fatf-gafi.org/en/publications/High-risk-and-other-monitored-jurisdictions/Increased-monitoring-october-2023.html> or “Jurisdictions Subject to a Call for Action” accessible at <https://www.fatf-gafi.org/en/publications/High-risk-and-other-monitored-jurisdictions/Call-for-action-october-2023.html>;
- (b) a jurisdiction (including but not limited to the Sanctioned Countries) in which the Founder’s Pass Sale and/or acquisition of the Founder’s Pass is prohibited, restricted or unauthorised in any form or manner whether in full or in part under the laws, regulatory requirements or rules in such jurisdiction; and

“**Indemnified Persons**” means Distributor and its Affiliates.

“**NFTs**” has the meaning ascribed to it in Paragraph 1.1.

“**Participating Digital Wallet**” of a Founder’s Pass Sale Participant means a digital wallet that has been whitelisted in accordance with the processes implemented by Distributor prior to the Founder’s Pass Sale, and which is compatible with the blockchain(s) associated with the Founder’s Pass, the Founder’s Pass Sale Consideration and the Founder’s Pass Sale Platform, and (a) in respect of which the private keys of such blockchain address are held, owned and/or controlled by such Founder’s Pass Sale Participant; (b) used by such Founder’s Pass Sale Participant to connect to the Founder’s Pass Sale Platform; and (c) from which the Founder’s Pass Sale Consideration is transferred to a blockchain address designated by Distributor in

exchange for the Founder's Pass.

"Payable Tax" has the meaning ascribed to it in Paragraph 13.1.

"Project" means the Co-Museum project as described at <https://co-museum.com/>.

"Project Group" means Distributor and its Affiliates.

"Founder's Pass Sale" has the meaning ascribed to it in Paragraph 3.2.

"Founder's Pass Sale Consideration" has the meaning ascribed to it in Paragraph 3.2.

"Founder's Pass Sale Participants" means persons/entities participating in the Founder's Pass Sale.

"Founder's Pass Sale Period" has the meaning ascribed to it in Paragraph 3.1.

"Founder's Pass Sale Platform" has the meaning ascribed to it in Paragraph 1.1.2;

"Founder's Pass Sale Smart Contracts" has the meaning ascribed to it in Paragraph 2.1.

"Purchased NFT" has the meaning ascribed to it in Paragraph 3.3.3.

"Relevant Wallet" of a Co-Collector means a digital wallet that is compatible with the blockchain(s) associated with the Founder's Pass, (a) in respect of which the private keys of such blockchain address are held, owned and/or controlled by such Co-Collector; and (b) at which such Co-Collector receives and/or holds the Founder's Pass acquired other than by way of the Founder's Pass Sale (including by way of Secondary Acquisition).

"Sanctioned Countries" has the meaning ascribed to it in Paragraph 7.1.19.

"Sanctions" has the meaning ascribed to it in Paragraph 7.1.19.

"Secondary Acquisition" has the meaning ascribed to it in Paragraph 1.1.2.

"Total Founder's Pass Supply" means the maximum supply of Founder's Pass which may be in circulation, being 3,969 Founder's Pass.

"Transaction Signing" has the meaning ascribed to it in Paragraph 3.3.3.

"Website" means <https://co-museum.com/>.

2. In these Terms, a reference to:

- (a) Distributor includes a reference to its duly authorised agents and/or delegates;
- (b) a person includes a reference to any individual, body corporate, unincorporated association or partnership;
- (c) an agreement or other document is a reference to that agreement or document as from time to time supplemented or amended;
- (d) the masculine gender includes the feminine and neuter genders and vice versa;
- (e) the singular includes the plural and vice versa; and
- (f) any law or regulation is a reference to that law or regulation as amended from time to time and, where the same has been repealed, to any re-enactment or replacement of

the same.