

## TOKEN Allocation

Is made on the - insert date here:

Between

1. Animal Concerts cryptocurrency

Infinity Conglomerate Group Limited

Company certificate number: 228459

Registered office: House of Francis, Room 303, Ile Du Port, Maha, Seychelles

AND

2. (“Purchaser”). (“Name” “Address”)

(each a “Party”, and collectively the “Parties”)

## WHEREAS:

- A. The Company is proposing to develop an ecosystem for the provision of a Crypto banking and decentralized blockchain based DeFi platform (the “**CONCERTS Ecosystem**”), and to generate digital utility and governance tokens known as the “ANIMAL CONCERTS COIN” Tokens (the “**Token**” or “**Tokens**”) using a smart contract-based system, which Tokens which will be utilized within the ANIMAL CONCERTS Ecosystem.
- B. The Parties wish to enter into this Agreement for the sale and purchase of Tokens pursuant to the terms and conditions set out in this Agreement (including the Token Sale Terms and Conditions attached as **Schedule 2** to this Agreement (“**Terms of Sale**”)).

## NOW IT IS HEREBY AGREED AS FOLLOWS: -

### 1. INTERPRETATION

Unless otherwise provided herein, all defined terms used in this Agreement shall be deemed to have the same meaning as attributed to such defined term under the Terms of Sale.

### 2. INCORPORATION OF TERMS OF SALE

The Terms of Sale are hereby expressly incorporated into this Agreement. References to “this **Agreement**” shall be deemed to refer to this Agreement and including the Terms of Sale (as the context may require).

### 3. AGREEMENT TO SELL AND PURCHASE TOKENS

Subject to the terms and conditions of this Agreement, the Company hereby agrees to sell and the Purchaser agrees to buy such number of Tokens (“**Purchased Tokens**”) and at such price as set out in **Schedule 1** of this Agreement (the “**Purchase Price**”). In the event of any conflict or inconsistency between this Agreement and the Terms of Sale, the Purchaser acknowledges, understands and agrees to be bound by the following documents in the following order of precedence:

(a) this Agreement;

and

(b) the Terms of Sale.

(collectively referred to as the “**Documents**”).

#### 4. COMPLETION AND PAYMENT

4.1 The Purchase Price shall be payable by the Purchaser to the Company within 3 days from the date of signing this Agreement (the “**Completion Date**”).

4.2 The Purchaser shall make payment of the Purchase Price to the Company Account by the following method:

a. Via transfer of USDT to the following virtual wallet address:

**Company’s Wallet Address: Faster Capital’s Wallet Address :  
0x7859F0E34568a296C675A52021855E34593b848a**

4.3 For the avoidance of doubt, all bank transaction fees, conversion fees, or other costs associated with the transfer of the Purchase Price from the Purchaser to the Company shall be borne solely by the Purchaser.

4.4 The Purchased Tokens shall be unlocked and deposited into the Purchaser Wallet and shall be subject to such lock-in conditions of 10 percent vested period of 10 months

#### 5. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein described, and supersedes any prior or simultaneous communications, representations or agreements with respect hereto, whether oral or written. Additions and amendments to this Agreement shall only be valid if made in writing and duly signed by the Parties. This requirement of written form can only be waived in writing specifically stating the intent to amend this Agreement.

#### 6. NOTICES

Unless otherwise expressly stated herein, all communications under this Agreement will be in writing and may be made by letter or email. Any notice required or permitted by this Agreement will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party’s address listed on the signature page, as subsequently modified by written notice.

#### 7. ASSIGNMENT

None of the Parties may transfer or assign this Agreement or individual rights or obligations thereof to a third party without the prior written consent of the other Party.

8. SEVERABILITY

If any provision of this Agreement is held fully or partially invalid, or should the Agreement contain gaps, the remaining provisions shall continue to be in full force and effect. The Parties undertake to replace the invalid or missing provision or parts thereof by a new provision which will approximate as closely as possible the result intended by the Parties.

9. COUNTERPARTS

This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts together shall constitute one agreement.

10. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

This Agreement shall be governed by, and construed in accordance with, the laws of Singapore. All disputes arising from this contract shall be arbitrated. The governing law and seat shall be Austrian. The ICC shall appoint the arbitrator. The ICC shall oversee the arbitration. The arbitration shall be paid for by the purchaser.

**Schedule 1**  
**Details of Purchase**

The details of the Purchaser's purchase of the Tokens are as follows:

	Aggregate amount of Tokens purchased at 0.01 cent USD	_____ ANIMAL CONCERTS tokens
	Total Purchase Price	_____ in USDT

**Schedule 2**  
**TOKEN SALE TERMS & CONDITIONS**

**1. Definitions**

1.1. In these Terms of Sale, unless the context otherwise requires, the following expressions shall have the following meanings:

1.1.1. “**Additional Terms**” means any additional terms, conditions or policies besides these Terms of Sale that the use of the ANIMAL CONCERTS Ecosystem may be subject to;

1.1.2. “**Company Account**” means the Company’s virtual wallet address or bank account as specified in a Sale Agreement, to which Payment must be made;

1.1.3. “**Sale Agreement**” means such separate agreement between You and the Company for the sale and purchase of the Tokens pursuant to a Token Sale;

1.1.4. “**Company**” means Animal Concerts **an erc20 Token**

1.1.5. “**Company Materials**” means any material (including databases, text, graphics, photographs, animations, audio, music, video, links or other content) provided or made available by the Company;

1.1.6. “**Representatives**” means the officers, directors, business partners, licensors, agents and employees of any member of the Company Group;

1.1.7. “**Payment**” means payment by You to the Company for the purchase of the Tokens;

1.1.8. “**Personal Data**” means all data which is defined to be “personal data” under any applicable legislation;

1.1.9. “**Purchaser Wallet**” means such digital wallet possessing technical infrastructure compatible with the Underlying Blockchain Protocol and which allows the receipt, storage and transfer of the Tokens, as may be prescribed by the Company and notified to You in writing (or via the Website), and to which Your Tokens will be delivered in accordance with these Terms of Sale; or

1.1.10. “**Terms of Sale**” means these terms and conditions of sale of Tokens, as may be amended by the Company from time to time;

1.1.11. “**Token(s)**” or “**Tokens**” means such digital utility and governance token(s) known as the “ANIMAL” Token(s);

1.1.12. “**Token Price**” means the price in fiat currency or cryptocurrency, as the case may be, at which the Tokens will be sold, as determined by the Company;

1.1.13. “**Token Sale**” means an early sale of the Tokens to selected purchasers or crowd sale of the Tokens generally (as the case may be);

1.1.14. “**Trademarks**” means the trademarks, logos and service marks of the Company;

1.1.15. “**Website**” means the website located at [www.AnimalConcerts.net](http://www.AnimalConcerts.net);

1.1.16. “**ANIMAL CONCERTS Ecosystem**” shall be as described in Clause 2.1;

1.1.17. “**Whitepaper**” means the paper prepared by the Company in connection with the proposed ANIMAL CONCERTS Ecosystem, the Tokens and the Company, a copy of which can be found at the Website; and

1.1.18. “**You**” or “**Your**”, as the case may be, refers to a purchaser of the Tokens.

1.1.19. “**Underlying Blockchain**” or “**Underlying Blockchain Protocol**” means such third-party block-chain or block-chain protocol on which the ANIMAL CONCERTS Ecosystem will be based, as may be determined by the Company.

## **2. ANIMAL CONCERTS Ecosystem**

2.1. The ANIMAL CONCERTS Ecosystem is a decentralized blockchain based platform which enables its users to access certain services. The Tokens are generated using a smart contract system based on the Underlying Blockchain Protocol and are intended to facilitate the provision and receipt of services that will be offered within the ANIMAL CONCERTS Ecosystem.

## **3. Applicability of these Terms of Sale**

3.1. The Sale Agreement and these Terms of Sale shall apply to Your purchase of Tokens from the Company to the exclusion of any other terms and conditions that is accepted or purported to be accepted by the Company. By purchasing the Tokens, you are deemed to be agreeing to these Terms of Sale. You agree that You have read and understood these Terms of Sale.

3.2. No variation to the Sale Agreement or these Terms of Sale shall be binding unless agreed to in writing between You and the Company.

## **4. Scope of Terms**

4.1. These Terms of Sale shall govern only the Sale of the Tokens. Any potential future use of specific aspects of the ANIMAL CONCERTS Ecosystem or the use of the Tokens and/or more comprehensive or updated versions of the ANIMAL CONCERTS Ecosystem or the Tokens will be subject to Additional Terms. Such Additional Terms will be made available in the ANIMAL CONCERTS Ecosystem to users, if and when the ANIMAL CONCERTS Ecosystem is developed and implemented.

4.2. The Company reserves the right to amend or modify these Terms of Sale at any time for any reason. You agree that if You purchase any Tokens after such change, you will be deemed to have agreed to these Terms as amended or modified.

## **5. Disclaimers**

5.1. These Terms of Sale are not intended to and do not constitute a prospectus of any sort, are not a solicitation for investment and do not pertain in any way to an offering of securities in any legal jurisdiction.

5.2. Ownership of the Token carries no rights, whether express or implied, other than a limited potential future right or expectation to use and interact with the ANIMAL CONCERTS Ecosystem as specified in the Tokenomics Sheet as may be made available from time to time, if and to the extent the ANIMAL CONCERTS Ecosystem is developed and deployed. Any potential future right or expectation relating to the provision and receipt of services on the ANIMAL CONCERTS Ecosystem will be subject to Additional Terms.

5.3. You acknowledge and agree that the purchasing or holding of the Tokens does not grant You any right to participate in any pooled profits, income or other payments or returns in the Company or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the ANIMAL CONCERTS Ecosystem, except as stated in the Tokenomics Sheet and Whitepaper. You further acknowledge that the Tokens are not necessarily otherwise tradeable outside the ANIMAL CONCERTS Ecosystem, and they do not necessarily have any other use or value.

## 6. Underlying Blockchain Protocol

6.1. The Company reserves the right to determine the Underlying Blockchain Protocol for the Tokens and to migrate the Tokens to a different blockchain protocol should the Company determine, in its reasonable discretion, that doing so is necessary or desirable for the operation of the ANIMAL CONCERTS Ecosystem.

6.2. Upon the Company's request, You agree to take any and all actions reasonably necessary to effectuate the migration of Your Tokens to a different blockchain protocol identified by the Company. If You fail to effectuate such migration, the Tokens may not be compatible with the ANIMAL CONCERTS Ecosystem going forward. Notwithstanding any other provision of these Terms of Sale, the Company shall not be responsible or liable for any damages, losses, costs, fines, penalties, or expenses of whatever nature, whether or not reasonably foreseeable, which You may suffer, sustain or incur, arising out of or relating to Your failure to effectuate such migration of Your Tokens to a different blockchain protocol determined by the Company.

## 7. Whitepaper

7.1. Except as otherwise agreed in these Terms of Sale, all information contained in the Whitepaper are for information purposes only, are not binding and do not form part of these Terms of Sale. Furthermore and without prejudice to the foregoing, all information contained in the Whitepaper are based on assumptions regarding the Company's business and environment held by the Company on the date the Whitepaper were last updated. The Company's assumptions, views, and intentions may change in view of future events, and so may the Whitepaper.

7.2. In the Whitepaper, statements preceded by, followed by or which include words and expressions similar to "developing", "believes", "will", "fulfilment", "available", "enable", "expected", "planned" and all descriptions of the Company are forward-looking statements, and due to risks, uncertainties, and future events, plans discussed in the Whitepaper may not occur as the Company expects, or at all.

## 8. Token Sale

8.1. The Company intends to issue a such maximum number of Animal Concerts as specified in the Tokenomics Sheet.

8.2. Such number of Animal Concerts as are specified in the Tokenomics Sheet will be made available for the Token Sale ("**Available Tokens**") initially, provided that the Company may in its discretion make available additional Tokens for sale, in which case "Available Tokens" when used in these Terms, shall, where the context requires, be deemed to include such additional Tokens from time to time made available for sale by the Company.

8.3. The Company may conduct one or more Token Sales commence around 13<sup>th</sup> August 2021, until the Available Tokens are fully sold.

8.4. The Company reserves the right to change the date and time for the conduct of the Token Sale and/or to cancel or terminate any Token Sale at any time due to market conditions without the need to give prior notice of such changes.

8.5. The Company may sell any of the reserved Tokens from time to time and without prior notice.

## 9. Payment

9.1. The Tokens will be sold at the following price: **1 Token = USD 0.001 cent ("Token Seed Price")**, **USD 0.01 cent Token = ("Token Private Price")**, payable in fiat currency or cryptocurrency as determined by the Company at its sole discretion.

9.2. Subject to the Sale Agreement, You must pay the full Token Price immediately at the time of Your purchase of the Tokens by transferring the amount of fiat currency or cryptocurrency to the Company Account.

9.3. You are solely responsible for ensuring that: (i) the Payment is transferred to the correct Company Account without errors; (ii) You transfer sufficient Payment to purchase the number of the Tokens You wish to purchase; and (iii) where Payment is made via cryptocurrency, that such Payment is made from a digital wallet for which You control the private key. You shall bear any third party transaction fees that may be incurred in connection with the Payment. The Company may reject any Payment for any reason, including where any Payment made using cryptocurrency is made from a cryptocurrency exchange or hosted wallet.

9.4. Unless otherwise stated herein, the Payment is final, irreversible and non-refundable unless this Agreement is terminated in accordance with Clause 17.1.2 and Clause 17.1.3 before Tokens are issued to You.

9.5. The Company reserves the right to refuse or cancel any purchase of the Tokens or the Payment at any time in its sole discretion.

9.6. Any amount that You pay for the Tokens is exclusive of all applicable taxes. You are solely responsible for determining what, if any, taxes apply to Your purchase of the Tokens and the Company bears no responsibility or liability with respect to any tax consequences to You arising from Your purchase of the Tokens.

## **10. Distribution of Tokens**

10.1. Upon confirmation by the Company of receipt of the Payment, the Company shall ensure that the applicable number of the Tokens will be distributed to the Purchaser Wallet at such times as stipulated into the Sale Agreement provided that the Company reserves the right to extend the Token distribution deadline if necessary, to address any unanticipated technical difficulties.

10.2. You are responsible for implementing all reasonable and appropriate measures for securing the Purchaser Wallet and any other wallet, vault or other storage mechanism You use to receive and hold the Tokens purchased from Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If Your private key(s) or other access credentials are lost, You may lose access to Your Tokens. The Company shall not be responsible or liable for any damages, loss or expense, including direct, indirect, special, or consequential damage, or economic loss, arising from or in connection with: (i) Your failure to implement reasonable measures to secure the wallet, vault or other storage mechanism You use to receive and hold the Tokens or the relevant access credentials; or (ii) the loss of or unauthorized use of any of Your access credentials.

## **11. Transferability**

11.1. Following Your purchase of the Tokens, You may transfer or sell the Tokens to any third party wallet compatible with the Underlying Blockchain Protocol, subject to the terms specified in the Tokenomics Sheet.

## **12. Risk disclosure**

12.1. You acknowledge and agree that there are risks associated with the purchase, sale, use, creation and/or distribution of the Tokens and the operation and/or the development of the ANIMAL CONCERTS Ecosystem including as disclosed and explained in Annexure 1. By purchasing, holding or using the Tokens, You expressly acknowledge and assume these risks.

## **13. Representations and warranties**

13.1. You represent and warrant that:

13.1.1. You have carefully reviewed and understood these Terms of Sale (including all Schedules which are a part of these Terms of Sale) and have full power, authority and capacity to comply with these Terms of Sale;

13.1.2. You have sufficient understanding of technical and business matters (including those that relate to the ANIMAL CONCERTS Ecosystem), cryptographic tokens, token storage mechanisms (such as token wallets), and

blockchain technology to understand these Terms of Sale and to appreciate the risks and implications of purchasing the Tokens;

13.1.3. Your purchase of the Tokens complies with applicable laws and regulations in Your jurisdiction including: (i) legal capacity and any other threshold requirements in Your jurisdiction for the purchase of the Tokens; (ii) any foreign exchange or regulatory restrictions applicable to such purchase; and (iii) any governmental or other consents that may need to be obtained;

13.1.4. You (i) are not a citizen or entity of; (ii) was not formed in; (iii) does not reside in; (iv) is not located in; (v) does not have a place of business in; and (vi) is not conducting business in (any of which makes You a “**Resident**”), the United States of America, or any of the following; Afghanistan, Bosnia and Herzegovina, Central African Republic, Cuba, Democratic Republic of the Congo, Democratic People's Republic of Korea (North Korea), Eritrea, Ethiopia, Guinea Bissau, Iran, Iraq, Libya, Lebanon, Somalia, South Sudan, Sudan, Syria, Uganda, Vanuatu, Yemen and the Crimea region or any of their respective states, provinces, territories and possessions or any other nation subject to countrywide or territory wide sanctions authorised by the United Nations (each a “**Restricted Territory**”).

13.1.5. You are not a Resident of any state or jurisdiction that requires the Company to obtain a money services business, money transmitter or virtual currency business license or registration. You confirm that you are entering into the Sale Agreement and these Terms of Sale on an unsolicited basis and are not aware of and are in no way relying on, and did not become aware of the Tokens through or as a result of, from or in any Restricted Territory pursuant to any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or electronic mail over the internet, and you are not entering into this Sale Agreement and Terms of Sale and did not become aware of the Tokens through or as a result of, in any Restricted Territory, any seminar or meeting to which you were invited by, or any solicitation of a subscription by, any person.

13.1.6. You understand, acknowledge and accept the risks set out in Schedule 1, and You are fully aware of all restrictions and risks associated with the purchase, sale, use, creation and/or distribution of the Tokens and the operation and/or the development of the ANIMAL CONCERTS Ecosystem;

13.1.7. You have obtained sufficient information about the Tokens, the Token Sale and the ANIMAL CONCERTS Ecosystem to make an informed decision to purchase the Tokens;

13.1.8. You understand and accept that purchase, ownership, receipt, or possession of the Tokens carries no rights, express or implied, other than as expressly set out in these Terms of Sale, and does not represent or confer any ownership right or stake, share, security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the ANIMAL CONCERTS Ecosystem and/or the Company and its related corporations;

13.1.9. You are not a citizen or resident of a geographic area in which the purchase, acceptance of delivery of the Tokens or use of the Tokens for the services in the ANIMAL CONCERTS Ecosystem is prohibited by applicable laws or regulations;

13.1.10. The cryptocurrency assets You use to purchase the Tokens are not derived from or related to any unlawful activities, including money laundering or terrorist financing, and You will not use the Tokens to finance, engage in, or otherwise support any unlawful activities;

13.1.11. You understand and accept that if You lose control of Your private key associated with the Purchaser Wallet or Your other wallet(s), any cryptocurrency or Tokens associated with such wallets will be unrecoverable and will permanently and irreversibly deny Your access to Your Tokens. You understand that neither the Company nor any other person will be able to help You retrieve or reconstruct a lost private key or provide You with access to any lost Tokens; and

13.1.12. You undertake to promptly provide any information and documents as may be requested by the Company in its discretion from time to time, including complying with applicable laws, rules, regulations,



guidance issued by any regulatory authority, or any requests by any government authority, regulatory authority, judicial body or court. To the extent that You become aware of any change to the information or documents previously provided to the Company, You undertake to promptly notify the Company accordingly.

13.2. You undertake and agree to notify the Company immediately if any of the representations and warranties set out in Clause 13.1 becomes untrue, incomplete, invalid or misleading in any respect.

13.3. The Company reserves the rights to deny and invalidate the Payments made by, and/or withhold the distribution or activation of the Tokens from, You or any other purchaser of the Tokens who has, in the opinion of the Company, made a false, incomplete or misleading representation.

#### **14. No warranty**

14.1. No warranty of any kind, implied, express or statutory, is given in conjunction with the Tokens, the Token Sale, the ANIMAL CONCERTS Ecosystem or any information and materials provided to You other than as exactly and expressly set out under these Terms of Sale.

#### **15. Limitation of liability**

15.1. In the event that the Company is found liable to You in connection with the Tokens, the Token Sale and/or the ANIMAL CONCERTS Ecosystem, the Company's total aggregate liability to You, regardless whether such liability arises out of contract, tort (including negligence), product liability, indemnity, contribution, strict liability or any other legal theory whatsoever, shall be limited to an amount equivalent to the price paid by You for the purchase of the Tokens.

15.2. Notwithstanding Clause 15.1, the Company shall have no liability whatsoever towards You in respect of any loss of anticipated profits, use or revenue, or any similar loss, arising from or in connection with: (i) the Tokens, the Token Sale and/or the CONCERTS Ecosystem ; (ii) any images, services, products, information, data or other material made available by the Company, regardless whether such liability arises out of breach of contract or warranty, tort (including negligence), product liability, indemnity, contribution, strict liability or any other legal theory whatsoever.

#### **16. Indemnities**

16.1. You agree to indemnify and hold harmless the Company Group, and any of their Representatives, from and against any and all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs or expenses (including legal fees) arising out of or relating to:

16.1.1. Your purchase or use of the Tokens and/or Your use of the CONCERTS Ecosystem ;

16.1.2. Your responsibilities or obligations under these Terms of Sale; or

16.1.3. Your violation of any applicable law or any rights of the other person or entity.

#### **17. Termination**

17.1. Notwithstanding anything else contained herein, the Company may, upon giving You notice, terminate the Agreement with immediate effect if:

17.1.1. You commit a breach of any terms and conditions of these Terms of Sale;

17.1.2. The Company reasonably considers it is required to do so by applicable laws or regulations or by any government or authority; or

17.1.3. The Company determines that performing its obligations under these Terms of Sale is no longer commercially viable.

## **18. Personal data**

18.1. You agree that Your Personal Data may be collected, used and disclosed by the Company and its Representatives for purposes reasonably required by the Company and/or its Representatives to enable them to facilitate the purchase, sale, distribution and use of the Tokens and the services in the ANIMAL CONCERTS Ecosystem.

18.2. The Company respects the rights You have under relevant data protection law. The Company may collect, use and disclose Your Personal Data for purposes as notified to You or as permitted by law.

18.3. If You have any enquiries, comments or suggestions about the Company's collection or use of Your Personal Data or this statement, please send them to the Company's Data Protection Officer by email.

18.4. If You would like to receive information about the Personal Data that the Company has in relation to You, to update such Personal Data or to withdraw any consent You have provided to the Company previously, please contact the Company's Data Protection Officer at the email address as stated in Clause 18.3 above.

## **19. Intellectual property**

19.1. All copyright and other intellectual property and proprietary rights in any information and/or any other Company Materials belong to the Company or its licensors unless otherwise indicated. You may shall not copy, reproduce, distribute, modify, transmit, reuse, re-post, or use the Company Materials without the Company's prior written permission. The Trademarks displayed on the Website are registered and unregistered Trademarks of the Company or where applicable, other third-party proprietors. No right or licence is given to any party accessing the Website to reproduce or use any such Trademarks.

## **20. Force majeure**

20.1. The Company shall not be liable for any non-performance, error, interruption or delay in the performance of its obligations, if due, in whole or in part, directly or indirectly to an event or failure which is beyond its reasonable control (including acts of God, natural disasters, epidemics, acts of war or terrorism, acts of any government or authority, power failures, acts or defaults of the Underlying Blockchain and/or any telecommunications network operator or carriers).

## **21. Amendments to these Terms of Sale**

21.1. The Company may impose such further terms and conditions and make such amendments to these Terms of Sale as the Company may in its discretion deem fit from time to time. The Company will notify You of such amendments by posting the amendments on the Website or such other method of notification as may be designated by the Company (such as via email or other forms of electronic communications), which You agree shall be sufficient notice for the purpose of this Clause. You agree that if You continue to make the Payment and/or to hold and/or use the Tokens after being notified of such amendments to these Terms of Sale, such Payment, hold and/or use shall constitute an affirmative: (a) acknowledgement by You of these Terms of Sale and its amendments as forming a part of the Agreement; and (b) agreement by You to abide and be bound by these Terms of Sale and its amendments as part of the Agreement.

## **22. Notice**

22.1. Any notice or other communication to You in connection with the Agreement or these Terms of Sale may be given:

22.1.1. Personally, by post or electronically if sent to the address or then most recently notified by You to the Company, and, if given personally, will be deemed to have been received upon delivery;

22.1.2. By post, which will be deemed to have been received on the second day following posting; or

22.1.3. Electronically, which will be deemed to have been received upon delivery (and a delivery report received by the Company will be conclusive evidence of delivery even if the communication is not opened by You).

22.2. All notices to the Company in connection with the Agreement or these Terms of Sale shall be directed to [info@animalconcerts.com](mailto:info@animalconcerts.com) Such notice will be deemed to have been received upon being opened by us.

## **23. Assignment**

23.1. The Agreement and all the rights and obligations of the Company under it may be assigned, transferred, novated, or otherwise dealt with by the Company and will inure to the benefit of the successors and assigns of the Company, and You shall do all things necessary to facilitate such assignment, transfer, novation or dealing.

23.2. Unless otherwise stated herein, You may not assign Your rights under the Agreement without the Company's prior written consent.

## **24. Severability**

24.1. If any provision of these Terms of Sale, which form a part of the Agreement, is held to be invalid, illegal, or unenforceable (whether in whole or in part), such provision shall be struck and severed from these Terms of Sale and the remaining provisions of these Terms of Sale shall not be affected thereby.

## **25. Waiver**

25.1. No failure or delay to exercise the Company's rights under the Agreement shall operate as a waiver thereof nor shall such failure or delay affect the Company's right to enforce its rights under the Agreement.

## **26. Language**

26.1. If the Agreement and/or these Terms of Sale is translated into a language other than English, the English text shall prevail.

## **27. Rights of Third Parties**

27.1. No person or entity who is not a party to the Agreement shall have any right under any laws to enforce any term of the Agreement or these Terms of Sale, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, this shall not affect the rights of any permitted assignee or transferee of the Agreement.

27.2. Without prejudice to the generality of Clause 27.1 above, the Company's right to vary, amend or rescind the Agreement in accordance with these Terms of Sale may be exercised without the consent of any person or entity who is not a party to the Agreement.

## **28. Governing Law and Jurisdiction**

28.1. This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Singapore. The Parties irrevocably agree that the courts of Singapore shall have [exclusive OR non-exclusive] jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

## **29. Miscellaneous**

29.1. You acknowledge and agree that the Company's records and any records of the communications, transactions, instructions or operations made or performed, processed or effected through the ANIMAL CONCERTS Ecosystem by You or any person purporting to be the You, acting on Your behalf or purportedly acting on Your behalf, with or without Your consent, or any record of communications, transactions, instructions or operations relating to the operation of the ANIMAL CONCERTS Ecosystem and any record of any communications, transactions, instructions or operations maintained by the Company or by any relevant person authorised by the Company relating to or connected with the ANIMAL CONCERTS Ecosystem and/or Service shall be binding on You for all purposes whatsoever and shall be conclusive evidence of such communications, transactions, instructions or operations.

### **Annexure 1 Risks**

By purchasing, holding and using the Tokens, You expressly acknowledge and assume the risks set out in this Schedule 1. If any of these risks, or other additional risks presently regarded to be immaterial actually materialise, the commercial viability of the ANIMAL CONCERTS Ecosystem may be materially and adversely affected and could result in the failure of the Token Sale, the destruction of the Tokens and/or the termination of the development or operation of the ANIMAL CONCERTS Ecosystem.

#### **1. Risk associated with the development and operation of the ANIMAL CONCERTS Ecosystem**

1.1. The ANIMAL CONCERTS Ecosystem is still under development and may undergo significant changes before they are released or implemented. While the Company intends for the Tokens and the ANIMAL CONCERTS Ecosystem to function as described in the Whitepaper, the Company may have to make changes to various features or specifications of the Tokens or the CONCERTS Ecosystem .

1.2. The ANIMAL CONCERTS Ecosystem may fail to be adequately developed or maintained or may encounter difficulties during development or operation, including financial, resourcing and technical difficulties. This may create the risk that the Tokens or the ANIMAL CONCERTS Ecosystem may not meet Your expectations at the time of the Payment and may negatively impact the ANIMAL CONCERTS Ecosystem and the Tokens, and the potential utility of the Tokens.

1.3. The creation of the Tokens and the development of the ANIMAL CONCERTS Ecosystem may fail, be abandoned or be delayed for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects).

#### **2. Risk associated with the Underlying Blockchain**

2.1. The Tokens, the Token Sale and/or the ANIMAL CONCERTS Ecosystem are based on the Underlying Blockchain which is still in an early development stage and unproven. Any malfunction, flaws, breakdown or abandonment of the Underlying Blockchain may have a material adverse effect on the Tokens, the Token Sale and/or the ANIMAL CONCERTS Ecosystem. Furthermore, developments in cryptographic technologies and techniques or changes in consensus protocol or algorithms could present risks to the Tokens, the Token Sale and/or the ANIMAL CONCERTS Ecosystem, including the utility of the Tokens for obtaining the services in the CONCERTS Ecosystem , by rendering ineffective the cryptographic consensus mechanism that underpins the Underlying Blockchain.

2.2. As with other cryptocurrencies, the Underlying Blockchain is susceptible to mining attacks, including double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present a risk to the Tokens, the Token Sale and/or the ANIMAL CONCERTS Ecosystem, including proper execution and sequencing of transactions involving the Tokens.

2.3. The Underlying Blockchain may be exposed to attacks by hackers or other individuals that could result in theft or loss of the Tokens, impacting the ability to develop the CONCERTS Ecosystem .

2.4. It is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology, which may be contrary to the Token and/or the ANIMAL CONCERTS Ecosystem and which may, inter alia, result in substantial modifications of the CONCERTS Ecosystem, including termination and the loss of the Tokens.

2.5. The ANIMAL CONCERTS Ecosystem may give rise to other alternative projects promoted by unaffiliated third parties, under which the Tokens will have no intrinsic value.

2.6. The Tokens may only be accessed with a combination of private key and password. The private key is encrypted with a password. Loss of requisite private key(s) associated with Your digital wallet or vault storing the Tokens will result in loss of such Tokens which will be unrecoverable and permanently lost.

2.7. The Tokens, the Token Sale, the ANIMAL CONCERTS Ecosystem (if and when developed) and the Company may be targeted by hackers or malicious groups or organisations who may attempt to interfere with the ANIMAL CONCERTS Ecosystem or the Tokens and/or the Token Sale or steal the Tokens in various ways, including malware attacks, distributed denial of service, consensus-based attacks, Sybil attacks, phishing, smurfing and hacking. Furthermore, there is a risk that a third party or a member of the Company may intentionally or unintentionally introduce weaknesses into the core infrastructure of the CONCERTS Ecosystem, which could negatively affect the CONCERTS Ecosystem, the Tokens and/or the Token Sale, including the utility of the Tokens for obtaining services in the CONCERTS Ecosystem.

2.8. The tax treatment and accounting of the Tokens is uncertain and may vary amongst jurisdictions. You must seek independent tax advice in connection with purchasing the Tokens, which may result in adverse tax consequences to You.

2.9. The value of the Tokens may fluctuate significantly over a short period of time as a result of various factors including market dynamics, regulatory changes, technical advancements, and economic and political factors. Due to such volatility, the Company may not be able to fund development of the ANIMAL CONCERTS Ecosystem or may not be able to maintain the ANIMAL CONCERTS Ecosystem in the manner that it intended.

2.10. The Tokens are intended to represent a new capability on emerging technology that is not fully proven in use. As the technology matures, new capabilities may dramatically alter the usefulness of the Tokens or the ability to use or sell them. The functionality of the Tokens is complex, will require enhancements and product support over time, and full functionality may take longer than expected. The full functionality of the Tokens is not yet complete, and no assurance can be provided of such completion.

## **Annexure 2**

### **SCHEDULE “C”**

#### **RISK DISCLOSURE STATEMENT**

Capitalized terms used in this Risk Disclosure Statement that are not otherwise defined shall have the meanings given to those terms in the main body of the attached Client Services Agreement.

This Risk Disclosure Statement is presented to you when you enter into a Client Services Agreement with Infinity Conglomerate Group and you must acknowledge having received, read and understood this Risk Disclosure Statement in order to engage Infinity Conglomerate Group under the terms of the Agreement. Please read this Risk Disclosure Statement in its entirety.

The Risk Disclosure Statement does not disclose all of the risks or relevant considerations associated with an decision to engage in trading of crypto currencies or the decision to engage Infinity Conglomerate Group under the Agreement.

Trading in crypto currencies may not be suitable for certain members of the public. You should carefully consider whether trading in crypto currencies is appropriate for you in light of your knowledge, experience, financial objectives, financial resources and other relevant circumstances.

INFINITY CONGLOMERATE GROUP IS NOT REGISTERED IN ANY CAPACITY WITH ANY CANADIAN OR FOREIGN SECURITIES REGULATORY AUTHORITY. NO INVESTMENT ADVICE OR RECOMMENDATION WILL BE PROVIDED BY INFINITY CONGLOMERATE GROUP OR ANY REPRESENTATIVES OF INFINITY CONGLOMERATE GROUP REGARDING THE PURCHASE OR SALE OF ANY SECURITIES OR DERIVATIVES.

#### **Introduction**

Infinity Conglomerate Group believes that you should be aware of the risks involved in the purchase, sale and custody of crypto currencies. Crypto currency trading may not be appropriate for you, particularly if you use funds drawn from retirement savings, student loans, mortgages, emergency funds, or funds set aside for other purposes. The volatility and unpredictability of the price of crypto currencies relative to fiat currency may result in significant loss over a short period of time.

The following is a brief non-exhaustive summary of certain more significant factors and special risks you should take into account when deciding whether to trade crypto currencies.

#### **What are crypto currencies?**

In this Agreement, including this Schedule, the term “crypto currencies” refers exclusively to bitcoin, ether and such other crypto currencies as the Client and Infinity Conglomerate Group may agree to and authorize in writing.

Crypto currencies (such as bitcoin and ether) are digital representations of value that function as a medium of exchange, a unit of account, or a store of value, but do not have legal tender status.

Crypto currencies are sometimes exchanged for currencies, but they are not generally backed or supported by any government or central bank. Their value is derived by market forces of supply and demand, and they are traditionally more volatile than fiat currencies. The value of Crypto currencies may be derived from the continued willingness of market participants to exchange fiat currency for crypto currencies, which may result in the potential for permanent and total loss of value of a particular crypto currency should the market for a crypto currency disappear entirely. Federal, provincial, territorial or foreign governments may restrict the use and exchange of crypto currencies, and regulation in North America is still developing.

Crypto currencies differ in their functions, structures, governance and rights. Infinity Conglomerate Group will only trade in well established crypto currencies that function as a form of payment or means of exchange on a decentralized network, such as bitcoin and ether. These crypto currencies have certain features that are analogous to existing commodities, such as currencies and precious metals, but are also different in many key respects, as described in this disclosure statement.

#### Risks in trading crypto currencies

The following is a brief summary of some of the risks connected with trading crypto currencies.

##### (1) Short history risk

As a relatively new open source technology, it is expected that there will continue to be technical developments in blockchain technology, which could impact the value of a crypto currency. Due to this short history, it is not certain whether the economic value, governance or functional elements of crypto currencies will persist over time. The crypto currency community has successfully navigated a considerable number of technical and political challenges since the genesis of the bitcoin blockchain, which Infinity Conglomerate Group believes is a strong indicator that it will continue to engineer its way around future challenges. That said, the continuation of a vibrant crypto currency community is not guaranteed, and insufficient software development, contribution rates, community disputes regarding the development of the network and scaling options, or any other unforeseen challenges that the community is not able to navigate could have an adverse impact on the price of a crypto currency.

Open source developers of blockchain technology have signalled that they will continue to make efforts to improve the scalability and security of public blockchains like bitcoin and Ethereum. For example, in respect of the Ethereum blockchain, developers are planning to replace the current hash-based mining consensus mechanism of proof-of-work with a proof-of-stake mechanism. Changes may also occur to the bitcoin blockchain, for example with the continued development of scalability protocols like the Lightning Network, which operate on top of the bitcoin blockchain. The expected timing and impacts of this change are uncertain.

##### (2) Volatility in the price of crypto currency and loss of liquidity

The crypto currency markets are sensitive to new developments, and since volumes are still maturing, any significant changes in market sentiment (by way of sensationalism in the media or otherwise) can induce large swings in volume and subsequent price changes. Crypto currency prices on trading platforms have been volatile and subject to influence by many factors, including the levels of liquidity, public speculation on future appreciation in value, swings in investor confidence and the future growth of alternative crypto currencies that may gain market share. In certain circumstances, it may become difficult or impossible to assess the value of your crypto currencies.

The trading of crypto currencies on public trading platforms has a limited history. The prices available on those platforms have, in some cases, been more volatile and subject to influence by additional factors not specific to the value of crypto currencies, including liquidity levels and operational interruptions. Operational interruptions can limit the liquidity of crypto currencies on the trading platform, which could result in volatile prices and reduced confidence in the crypto currencies traded on those platforms.

##### (3) Potential decrease in global demand for crypto currencies

Crypto currencies represent a new form of digital value that is still being digested by society. Their underlying value is driven by their utility as a store of value, means of exchange, or unit of account. Just as oil is priced by the supply and demand of global markets, as a function of its utility to, for instance, power machines and create plastics, so too is a crypto currency priced by the supply and demand of global markets for its own utility within remittances, B2B payments, timestamping, etc. Speculators and investors using crypto currency as a store of value then layer on top of means of exchange users, creating further demand. If consumers stop using crypto currencies as a means of exchange, or their adoption slows, then the price may suffer. Investors should be aware that there is no assurance that crypto currencies will maintain their long-term value in terms of purchasing power in the future or that the acceptance of crypto currencies for payments by mainstream retail merchants and commercial businesses will continue to grow.

While the value of bitcoin may be derived primarily from its capitalization and position as first mover, the value of ether relies far more on its underlying blockchain technology. The Ethereum blockchain is intended to allow people to operate decentralized applications using blockchain technology that do not rely on the actions of a centralized intermediary. Ether, which is the primary currency of the Ethereum blockchain, can then be used to compensate for the effort of others to power these decentralized applications and ensure that any transactions that occur on these applications are recorded in the blockchain. Accordingly, the long term value of ether may be tied to the success or failure of the blockchain technology and the decentralized applications built upon the Ethereum blockchain.

(4) The blockchains on which crypto currencies operate may temporarily or permanently fork

Both the bitcoin and Ethereum blockchain networks are powered by open source software. When a modification to that software is released by developers, and a substantial majority of miners consent to the modification, a change is implemented and the blockchain network continues uninterrupted. However, if a change were to be introduced with less than a substantial majority consenting to the proposed modification, and the modification is not compatible with the software in operation prior to its modification, the consequence would be what is known as a “fork” (i.e. a split) of the blockchain. One blockchain would be maintained by the premodification software and the other by the post-modification software. The effect is that both blockchains would operate in parallel, but independently. There are examples of such forks occurring in the past on both the bitcoin and Ethereum blockchain networks. In the future, such a fork could occur again, and affect the viability or value of a crypto currency. Your Trading Platform may choose not to support any future fork of the underlying blockchain of the crypto currencies available on that platform, in which case you may not have any rights to the new crypto assets that may be created as a result of that fork.

(5) Issues with the cryptography underlying the crypto-networks

In the past, flaws in the source code for digital assets have been exposed and exploited, including flaws that disabled some functionality for users, exposed users’ personal information and/or resulted in the theft of users’ digital assets. Although the bitcoin and Ethereum blockchains have demonstrated resiliency and integrity over time, the cryptography underlying either one could, in the future, prove to be flawed or ineffective. For example, developments in mathematics and/or technology, including advances in digital computing, algebraic geometry and quantum computing, could result in the cryptography of the blockchain network being vulnerable to attack. This could negatively affect the value of crypto currencies traded in your Client Account.

(6) Uncertainty in regulation and future financial institution support

The regulation of crypto currencies continues to evolve in Canada and in foreign jurisdictions, which may restrict the use of crypto currencies or otherwise impact the demand for crypto currencies. There may be limitations on the ability of a securities regulator in Canada to enforce Canadian laws on foreign entities, and foreign rules that apply to crypto currency activities which occur in other jurisdictions may not necessarily be enforced in that jurisdiction. Furthermore, banks and other financial institutions may refuse to process funds for crypto currency transactions, process wire transfers to or from crypto currency trading platforms, crypto currency-related companies or service providers, or maintain accounts for persons or entities transacting in crypto currencies.

(7) Concentration risks

Certain addresses on the bitcoin and Ethereum blockchain networks hold a significant amount of the currently outstanding bitcoin and ether, respectively. If one of these addresses were to exit their bitcoin or ether positions, it could cause volatility that may adversely affect the price.

Further, if anyone gains control over 51% of the computing power (hash rate) used by the blockchain network, they could use their majority share to double spend their crypto currencies. If such a “51% attack” were to be successful, this would significantly erode trust in public blockchain networks like bitcoin and Ethereum to store value and serve as a means of exchange, which may significantly decrease the value of crypto currencies.

(8) Electronic trading and dependence on the internet



There are risks associated with using an internet-based trade execution software application including, but not limited to, the failure of hardware and software. Infinity Conglomerate Group does not control signal power, reception, or routing via the internet. Under certain market conditions, we may find it difficult or impossible to liquidate a position quickly at a reasonable price. This can occur, for example, when the market for a particular crypto currency suddenly drops, or if trading is halted due to recent news events, unusual trading activity, or changes in the underlying crypto currency system. The greater the volatility of a particular crypto currency, the greater the likelihood that problems may be encountered in executing a transaction. In addition to normal market risks, you may experience losses due to one or more of the following: system failures, hardware failures, software failures, network connectivity disruptions, and data corruption.

#### (9) Cyber security risk

The nature of crypto currencies may lead to an increased risk of fraud or cyber attack. A breach in cyber security refers to both intentional and unintentional events that may cause Infinity Conglomerate Group or one of the Trading Platforms to lose proprietary information or other information subject to privacy laws, suffer data corruption, or lose operational capacity. This in turn could cause Infinity Conglomerate Group or the Trading Platforms to incur regulatory penalties, reputational damage, additional compliance costs associated with corrective measures and/or financial loss. Cyber security breaches may involve unauthorized access to Infinity Conglomerate Group's or one of the Trading Platform's digital information systems (e.g. through "hacking" or malicious software coding), but may also result from outside attacks such as denial-of-service attacks (i.e. efforts to make network services unavailable to intended users). Cyber security breaches of Infinity Conglomerate Group's third-party service providers (e.g. the Trading Platforms, and other service providers) can also give rise to many of the same risks associated with direct cyber security breaches.

#### (11) Lack of investor protection insurance

Investments in crypto currencies are not protected by the Canadian Investor Protection Fund, the Canadian Deposit Insurance Corporation or any other investor protection insurance scheme.

#### (12) Commission and other charges

There may be costs associated with the use of Trading Platforms, which are subject to change. Any fees associated with the use of your authorized Trading Platforms will be paid directly out of your Client Account.

#### Acknowledgement

By signing below, I acknowledge that:

- I have read the Risk Disclosure Statement set out above
- My decision to buy in crypto currencies is a risky venture
- I am buying in entirely at my own risk
- No securities regulatory authority or regulator has evaluated or endorsed the merits of any of the crypto currencies that I have chosen to buy in connection with my Client Account and this Agreement
- I have made an independent decision to buy crypto currencies without any advice or recommendation from Infinity Conglomerate Group.
- Infinity Conglomerate Group is not registered with any securities regulatory authority or regulator and has no duty to tell me whether this purchase is suitable for me

- No investment advice or recommendation has been or will be provided by Infinity Conglomerate Group or any representatives of Infinity Conglomerate Group regarding the purchase or sale of any securities or derivatives

I acknowledge that I have read and understand the statements above:

**Purchaser**

Name and Title – Print:

Title

Name

Signature

Infinity Conglomerate Group

Name and Title – Print:

Title

Name

Signature