

PLEASE READ CAREFULLY THIS AGREEMENT AS IT AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. PURCHASER UNDERSTAND AND AGREE THAT BY VIRTUE OF PURCHASE OF NCO TOKENS PURCHASER IS SUBJECT TO AND BOUND BY THIS AGREEMENT.

NOTE THAT THIS AGREEMENT INCLUDES PRE-DISPUTE RESOLUTION CLAUSE, ARBITRATION CLAUSE AND A CLASS ACTION WAIVER CLAUSE. IF YOU HAVE ANY QUESTIONS REGARDING THIS AGREEMENT, PLEASE CONTACT THE COMPANY AT [info@noorcoin.io](mailto:info@noorcoin.io)

BUYING NCO TOKENS INVOLVES RISKS, AND PURCHASERS SHOULD BE ABLE TO BEAR THE LOSS OF THEIR ENTIRE PURCHASE. ALL PURCHASERS SHOULD MAKE THEIR OWN DETERMINATION OF WHETHER OR NOT TO MAKE ANY PURCHASE, BASED ON THEIR OWN INDEPENDENT EVALUATION AND ANALYSIS. DO NOT PURCHASE NCO TOKENS IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS. PRIOR TO PURCHASING NCO TOKENS, YOU SHOULD CAREFULLY CONSIDER THE TERMS AND CONDITIONS OF THIS NCO TOKENSALE AGREEMENT LISTED BELOW AND, TO THE EXTENT NECESSARY, CONSULT AN APPROPRIATE LAWYER, ACCOUNTANT, OR TAX PROFESSIONAL. IF ANY OF THE FOLLOWING TERMS ARE UNACCEPTABLE TO YOU, YOU SHOULD NOT PURCHASE NCO TOKENS. BY PURCHASING NCO TOKENS, AND TO THE EXTENT PERMITTED BY LAW, YOU AGREE NOT TO HOLD ANY OF THE COMPANY AND ITS RESPECTIVE PAST, PRESENT AND FUTURE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, CONSULTANTS, EQUITY HOLDERS, SUPPLIERS, VENDORS, SERVICE PROVIDERS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, AGENTS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS LIABLE FOR ANY LOSSES OR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM, OR IN ANY WAY CONNECTED, TO THE SALE OF NCO TOKENS, INCLUDING LOSSES ASSOCIATED WITH THE TERMS SET FORTH BELOW.

PLEASE NOTE THAT COMPANY IS IN THE PROCESS OF UNDERTAKING A LEGAL AND REGULATORY ANALYSIS OF THE FUNCTIONALITY OF NCO TOKEN. FOLLOWING THE CONCLUSION OF THIS ANALYSIS, COMPANY MAY DECIDE TO AMEND THE INTENDED FUNCTIONALITY OF NCO TOKEN IN ORDER TO ENSURE COMPLIANCE WITH ANY LEGAL OR REGULATORY REQUIREMENTS TO WHICH COMPANY IS SUBJECT. WE SHALL PUBLISH A NOTICE ON OUR WEBSITE OF ANY CHANGES THAT WE DECIDE TO MAKE MODIFICATIONS TO THE FUNCTIONALITY OF NCO TOKENS AND IT IS YOUR RESPONSIBILITY TO REGULARLY CHECK OUR WEBSITE FOR ANY SUCH NOTICES. ON THE CONCLUSION OF THIS ANALYSIS, WE WILL DECIDE WHETHER OR NOT TO CHANGE THE FUNCTIONALITY OF NCO TOKENS.

SHINE JAYA TECH PTE LTD DOES NOT ACCEPT ANY USERS FROM THE COUNTRIES OR TERRITORIES WHERE ITS ACTIVITY SHALL BE ESPECIALLY LIENCED, ACCREDITATED OR REGULATED BY OTHER WAYS. YOU SHALL CHECK YOUR APPLICABLE LAW AND BE FULLY RESPONSIBLE FOR ANY NEGATIVE IMPACT ARISEN FROM YOUR RESIDENCE COUNTRY REGULATIONS. IF YOU ARE TRAVELLING TO ANY OF THESE COUNTRIES, YOU ACKNOWLEDGE THAT OUR SERVICES MAY BE UNAVAILABLE AND/OR BLOCKED IN SUCH COUNTRIES.

SHINE JAYA TECH PTE LTD RESERVES THE RIGHT TO IMPOSE ADDITIONAL REQUIREMENTS OR CONDITIONS BEFORE ACCEPTING PURCHASERS RESIDING IN OR FROM SPECIFIC COUNTRIES IN ITS SOLE DISCRETION. NCO TOKENS SOLD IN CONNECTION WITH THIS AGREEMENT ARE OFFERED ONLY OUTSIDE OF THE UNITED STATES OF AMERICA (HEREINAFTER THE "U.S.") TO NON-U.S. PERSONS, PURSUANT TO THE PROVISIONS OF REGULATION S OF THE U.S. SECURITIES ACT OF 1933, AS AMENDED. THESE TOKENS HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT, AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES OR TO U.S. PERSONS ABSENT REGISTRATION OR UNDER AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS AND THE PURCHASERS SHOULD NOT ASSUME THEY WILL BE ABLE TO RESELL THEIR TOKENS IN THE

UNITED STATES. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE REGULATOR HAS PASSED UPON THE MERITS OF OR GIVEN ITS APPROVAL TO THE TOKENS, THE TERMS OF THE TOKEN SALE, OR THE ACCURACY OR COMPLETENESS OF ANY ASSOCIATED MATERIALS. IF YOU DO NOT AGREE WITH THIS AGREEMENT AND CONDITIONS, OF NCO TOKENS SALE YOU MUST NOT ACCESS OR USE THE WEBSITE OR PURCHASE NCO TOKENS VIA <https://www.noorcoin.io> WEBSITE.

#### RECITAL

The following terms and conditions of the NCO Tokens sale agreement ("Agreement") govern your ("You" or the "Purchaser") purchase of cryptographic tokens ("NCO Tokens") from Shine Jaya Tech Pte LTD, a company incorporated in Singapore, 3 Pickering Street #03-03 Nankin Row China Square Central Singapore 048660 ("We", "Us", "NOORCOIN" or the "Company"). The Purchaser and the Company each are "Party" and, together, the "Parties" to this Agreement agree as follows:

#### Acceptance & changes to this Agreement

1. Subject to the Terms of Service, Privacy Policy and this Agreement, the Company agrees to sell to you and you agree to purchase from Company a specific number of NCO Tokens at the price under section 31 of this Agreement.
2. By the fact of purchase of NCO Tokens from the Company and confirmation of acceptance of this Agreement and/or by clicking on the checkbox "I agree" at the website <https://www.noorcoin.io> as such actions are a symbol of Purchaser's signature, the Purchaser confirm that he/she/it have read this Agreement carefully and in its entirety and understand that HE/SHE/IT IS CONSENTING TO BE BOUND BY AND IS BECOMING A PARTY TO THIS AGREEMENT and any terms or agreement incorporated by reference AND AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. The Purchaser may withdraw from his/her/its obligations under this Agreement at any time under conditions of this Agreement.
3. Unless otherwise stated herein, this Agreement govern only Purchaser's acquisition of Tokens from NOORCOIN during the Sale Period. Any use of NCO Tokens in connection with providing or receiving Services in the Platform shall be governed primarily by other applicable agreements and policies. The Company may use third party services to process the Token Sale and any rules applicable by third party described in this Agreement to such processing of NCO Tokens should also be applicable in addition to this Agreement.
4. This Agreement is intended to fully reflect the terms and conditions of the original agreement between the parties. No provision of this Agreement shall be considered waived unless such waiver is accepted by the party that benefits from the enforcement of such provision by action of a click in a specific check box with the text "I agree" at the Website, which shall be published on the Website in such case. No waiver of any provision in this Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of this Agreement will not in any way affect, limit, or waive a party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.
5. The Purchaser acknowledges and accepts that this Agreement may be modified, changed, supplemented, updated at any time without prior written notice, at sole discretion of NOORCOIN. Your continued use of the NCO Tokens after any amendments or alterations of this Agreement shall constitute Your consent hereto and acceptance hereof. At any case, the date of the most recent amendments and alterations will be indicated at the top of this Agreement. If the Purchaser does not agree to such revised terms of the Agreement he/she/it must stop using this NCO Tokens and may

withdraw from his/her/its obligations under this Agreement at any time under conditions of this Agreement.

## Definitions

"Agreement" means Terms and Conditions of this Agreement and any other rules, policies or procedures that may be issued by NOORCOIN and published from time to time on the Website (including the Accompanying Documents).

"Purchaser" or "You" means a party to this Agreement which is any person, who uses the Website for purchase of NCO Tokens via account on the Website. The Company reserves its right to set forth at any time and upon its own discretion special eligibility conditions or other requirements to certain NCO Tokens Purchasers.

"NOORCOIN" or "Company", "We", "Us" means Shine Jaya Tech Pte LTD, a company incorporated in Singapore, 3 Pickering Street #03-03 Nankin Row China Square Central Singapore 048660, which issues and offer NCO Tokens for sale under this Agreement.

"Accompanying Documents" means other NCO Tokens Sale regulatory documents accompanying and detailing this Agreement, being inalienable part hereof and published on the Website (including but not limited to Privacy Policy, Terms of service, Cookies policy). In case of any discrepancies between Accompanying Documents and the Agreement, the latter shall apply. Materials, such as the White Paper and others, published in the Website or elsewhere, are not binding and do not – unless explicitly referred to herein – form part of this Agreement, and are of descriptive nature only and cannot be considered as any type of Accompanying documents.

"Affiliate" means any person or entity that has any relation to the NOORCOIN, including, but not limited to partners, employees, agents and contractors of the Company.

"Applicable Law" means Law applicable under this Agreement to any and all relations between the Purchaser and the Company.

"Politically exposed person" or "PEP" means Foreign PEPs: individuals who are or have been entrusted with prominent public functions by a foreign country, for example Heads of state or Heads of government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations, important political party officials. Domestic PEPs: individuals who are or have been entrusted domestically with prominent public functions, for example Heads of State or of government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations, important political party officials.

"Applicable Exchange Rate" means the volume-weighted average price of Zilliqa (ZIL) at Bitfinex cryptocurrency exchange (available in the Internet via <https://www.bitfinex.com>) at the Effective Date in this Agreement.

"NOORCOIN Platform" or "Platform" means digital platform (not a legal entity) operated by Singaporean company Shine Jaya Tech Pte LTD, as a marketplace of goods and services via use of NCO Tokens.

"Cryptocurrency" means digital cryptographic representation of assets, represented by Zilliqa (ZIL) accepted during the Token Sale by the Company under this Agreement used by Purchasers for acquisition of NCO Tokens.

"Intellectual Property Rights" means any invention, patent, utility model right, copyright and related right, registered design, unregistered design right, trade mark, trade name, internet domain name, design right, design, service mark, database rights, topography rights, rights in get-up and trade dress, rights in goodwill or to sue for passing off and any other rights of a similar nature or other industrial or intellectual property rights owned or used by the NOORCOIN in any part of the world whether or not any of the same is registered (or capable of registration), including applications and the right to apply for and be granted, extensions or renewals of and rights to claim priority from, such rights and all equivalent or similar rights or protections which subsist now or will subsist in the future.

"NCO Token" means digital cryptographic token, which is a software digital product (not being cryptocurrency), created and issued by the Company as a cryptographically secured representation of the right to exchange NCO Token for services on the Platform and which give the Purchaser access to certain features on the Platform.

"NCO Tokens Sale" means an offering, public sale and distribution of NCO Tokens to eligible Purchasers held during a limited period of time specified in this Agreement.

"Smart Contract" or "Smart Contract System" means digital computer protocol intended to facilitate, verify and enforce the negotiation and purchase of NCO Tokens by Purchaser.

"Website" means a group of interrelated websites owned and operated by Shine Jaya Tech Pte Ltd, available in the Internet via address: <https://www.noorcoin.io> and special application based on blockchain technology.

## Interpretation

6. In this Agreement unless the opposite is clear from the context the following rules of interpretation apply:

- a. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- b. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- c. References to clauses and schedules are to the clauses and schedules of this Agreement and references to paragraphs are to paragraphs of the relevant schedule;
- d. A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- e. All references to a person include firms, companies, government entities, trusts and partnerships or other or unincorporated body (whether or not having separate legal personality);
- f. The term 'including' does not exclude anything not listed;
- g. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- h. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- i. A reference to writing or written includes fax and e-mail.

- j. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
  - k. Any words following this Agreement including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding or following that agreement.
  - l. Headings of sections are for convenience only and shall not be used to limit or construe such sections. All the sections in this Agreement shall survive any termination or expiration of this Agreement.
7. The following definitions and rules of interpretation apply in this Agreement:
- a. Certain statements in this Agreement and informational documents of the Company constitute “forward-looking information” under applicable laws. Except for statements of historical fact, information contained herein may constitute forward-looking statements. When used in this Agreement, the words “may,” “will,” “should,” “project,” “anticipate,” “believe,” “estimate”, “intend,” “expect,” “continue,” and similar expressions or the negatives thereof are generally intended to identify forward-looking statements. Forward looking statements are not guarantees of future performance, and undue reliance should not be placed on them. Such forward-looking statements necessarily involve known and unknown risks and uncertainties, which may cause actual performance on Company’s obligations, market projections and financial results in future periods to differ materially from any projections of future performance or result expressed or implied by such forward looking statements. Although forward-looking statements contained herein are based upon what management believes may be reasonable assumptions, forward-looking statements may prove to be inaccurate, as actual results and future events could differ materially from those anticipated in such statements. The Company expressly disclaims any obligation or undertaking to disseminate any updates or revisions to any forward-looking statement contained herein to reflect any change in its expectation with regard thereto or any change in events, conditions, or circumstances on which any such statement is based.
  - b. This Agreement is intended to fully reflect the terms and conditions of the original agreement between the parties. No provision of this Agreement shall be considered waived unless such waiver is accepted by the party that benefits from the enforcement of such provision by action of a click in a specific check box with the text “I agree” on the Website or Platform, which shall be published on the Website or Platform in such case. No waiver of any provision in this Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of this Agreement will not in any way affect, limit, or waive a Party’s rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

#### Eligible purchasers

8. By purchasing NCO Tokens each Purchaser covenants, represents, and warrants that (under the Applicable Law and law of the country of Purchaser’s residence):
- a) he/she/it is of an age of majority to enter into this Agreement (at least 18 years of age), meets all other eligibility criteria and residency requirements, and is fully able and legally competent to use the Website, enter into agreement with the NOORCOIN and in doing so will not violate any other agreement to which he/she/it is a party;
  - b) he/she/it has necessary and relevant experience and knowledge to deal with cryptographic Tokens, cryptocurrencies and Blockchain-based systems, as well as full understanding of their framework, and is aware of all the merits, risks and any restrictions associated with cryptographic Tokens (their purchase and use), cryptocurrencies and Blockchain-based systems,

as well as knows how to manage them, and is solely responsible for any evaluations based on such knowledge;

- c) if he/she/it is a corporation or other legal entity, he/she/it has the right, power and authority to enter into this Agreement on behalf of the corporation or other legal entity and bind them to this Agreement;
- d) Is not a foreign or domestic PEP.
- e) he/she/it will not be using the Website for any illegal activity, including but not limited to money laundering and the financing of terrorism;
- f) Purchaser created an Account on the Website and accepted NOORCOIN Terms of Use, NOORCOIN Privacy Policy and NOORCOIN Cookies Policy

9. Purchaser is only allowed to purchase NCO Tokens if and by buying NCO Tokens he/she/it covenant, represent, and warrant that you are neither a citizen, resident or tax resident of the United States of America (hereinafter referred to as the "U.S." or U.S. Person under definition of Rule 902 of the U.S. Securities Act of 1933), People's Republic of China (hereinafter referred to as "PRC"), Canada, New Zealand, Iceland, South Korea, North Korea, Taiwan, Afghanistan, Pakistan, Iran, Syria, Yemen, Somalia, Sudan, South Sudan, Central African Republic and countries or territories or individuals under the sanctions of the United Nations or the European Union.

10. The U.S., PRC, South Korean citizens and residents are not eligible and not allowed to participate in the NCO Tokens Sale due to various taxation and regulatory issues. Purchaser is only allowed to purchase NCO Tokens if he/she/it is neither a U.S., PRC, South Korean citizen or permanent resident of the mentioned states, nor Purchaser has a primary residence or domicile in the U.S. (including Puerto Rico, the U.S. Virgin Islands, and any other possessions of the U.S.), PRC or South Korea. In order to buy NCO Tokens and by buying them Purchaser covenant, represent, and warrant that none of the owners of the company, of which Purchaser can be an authorized officer, are U.S., PRC or South Korean citizens or permanent residents.

Should this change at any time, Purchaser shall immediately notify the Company. Purchaser also represent and warrant that he/she/it is not a citizen or resident of a geographic area in which access to or use of the cryptocurrency or cryptographic tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act. The Company shall reserve the right to refuse to sell NCO Tokens to anyone who does not meet the citizenship and residence criteria set forth above. Purchasers cannot resell NCO Tokens to citizens and residents of countries and territories restricted in this Agreement.

#### Description of NCO Tokens

11. NCO Tokens are digital cryptographic tokens based on the Zilliqa protocol technology and conform to the ERC20 standard and serve as a software digital product (not being cryptocurrency), created and issued by the Company as a cryptographically secured representation of the right to exchange NCO Token for interaction and services on the Platform and which give the Purchaser access to certain features on the Platform.

12. There will be no more than total 100,000,000,000 NCO (one hundred billion) NCO Tokens available ("Total NCO Tokens Number"). NOORCOIN shall not create additional NCO Tokens.

13. NCO Tokens shall be distributed in the following manner:

- 20 billion NCO available during pre-ICO sale with a tiered discount prices.
- 30 billion NCO available to be purchased by backers.
- 20 billion NCO reserved for NOORCOIN team (80%), bounty program (15%), advisors (5%)
- 30 billion NCO reserved for liquidity purposes held by creators

14. NCO Tokens carries no rights, express or implied, other than those, set out herein, subject to NOORCOIN development of the project. In particular, NCO Tokens holders shall not have any influence in the development or governance of NOORCOIN, and NCO Tokens do not represent or constitute any ownership right or stake, share or security or equivalent rights or any right to receive future revenue shares, or any other form of participation in or relating to NOORCOIN.

15. Purchaser acknowledge and accept that NCO Tokens do not represent or constitute:

- a) any ownership right or stake, share, equity, security, commodity, bond, debt instrument or any other financial instrument or investment carrying equivalent rights;
- b) any right to receive future revenues, shares or any other form of participation or governance right from, in or relating to Company and Platform;
- c) any form of money or legal tender in any jurisdiction, nor do they constitute any representation of money (including electronic money).

16. Any potential future use of NCO Tokens in connection with the provision or receipt of services on NOORCOIN Platform, shall be subject to and governed by such other applicable terms, conditions and policies relating to the use of each such service or Platform. Such terms and conditions regulating the use of the Platform shall be made available to the Platform users.

17. NCO Tokens are not consumer products and its holders accepts explicitly and agree to it that they are not covered by the consumer protection regulation of any jurisdiction.

Acknowledgement and assumption of risks related to NCO Tokens

18. Purchaser understand that NCO Tokens, blockchain technology, Zilliqa, Scilla, ZIL and other associated and related technologies are new and untested and outside of NOORCOIN's exclusive control and adverse changes in market forces or the technology, broadly construed, may prevent or compromise NOORCOIN's performance under this Agreement.

19. Purchaser agree that no other party (including, without limitation any) may be held liable for any loss arising out of, or in any way connected with Purchaser's participation in the NCO Tokens-sale, or receiving and holding Tokens or such risk.

20. Purchaser also acknowledge that prior to receiving NCO Tokens he has been warned of the following risks, associated with the Website, the NOORCOIN Tokens, the Platform and other relevant technologies mentioned herein:

Legal risks regarding securities regulations

21. There is a risk that in some jurisdictions the NCO Tokens might be considered to be a security, or that it might be considered to be a security in the future. NOORCOIN does not give warranties or guarantees that NCO Tokens are not a security in all jurisdictions. Each holder of NCO Tokens shall bear its own legal or financial consequences of NCO Tokens being considered a security in their respective jurisdiction. Every Purchaser is bound to check if acquisition and disposal of NCO Tokens is legal in his jurisdiction, and by accepting this Agreement, each Purchaser undertakes not to use NCO Tokens should their use not be legal in the relevant jurisdiction. If Purchaser establishes that the use of NCO Tokens under this Agreement is not legal in his jurisdiction, You should not use the NCO Tokens, not acquire them and should immediately stop using or possessing them if such case arises.

Acquiring cryptographic Tokens for personal possession and exchanging them for other cryptographic Tokens will most likely continue to be scrutinized by various regulatory bodies around the world, which has so far given mixed reactions and regulatory impact.

The legal ability of NOORCOIN to provide NCO Tokens and the Platform in some jurisdictions may be eliminated by future regulation or legal actions. In the event, it turns out with a high degree certainty that NCO Tokens are not legal in certain jurisdiction, NOORCOIN will either:

- a) cease operations in that jurisdiction, or
- b) adjust NCO Tokens and the Platform in a way to comply with the regulation should that be possible and viable.

#### Risks associated with Zilliqa

22. NCO Tokens are based on Zilliqa blockchain. As such, any malfunction, unintended function or unexpected functioning of the Zilliqa protocol may cause the NCO Tokens to malfunction or function in an unexpected or unintended manner. ZIL, the native unit of account of the Zilliqa may itself lose value in ways similar to NCO Tokens, and also other ways. More information about the Zilliqa is available at <https://zilliqa.com>

#### Risk of unfavorable regulatory action in one or more jurisdictions

23. Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Zilliqa network and associated blockchain networks and NCO Tokens could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of digital Tokens like NCO Tokens, which could impede or limit their existence, permissibility of their use and possession, and their value.

#### Risk of theft and hacking

24. Hackers or other groups or organizations may attempt to interfere with Your Third-party Wallet, the Website or the availability of NCO Tokens and Digital Assets in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks. You hereby agree that NOORCOIN shall have no liability for any such loss the Purchaser incur.

#### Risk of security weaknesses in the Website and/or NCO Tokens source code or any associated software and/or infrastructure

25. There is a risk that the Website and NCO Tokens may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of NCO Tokens.

#### Risk of weaknesses or exploitable breakthroughs in the field of cryptography

26. Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies, Zilliqa, NCO Tokens, the Platform, which could result in the theft or loss of NCO Tokens.

#### Risk of mining attacks

27. As with other decentralized cryptocurrencies, Zilliqa blockchain, which is used for the NCO Tokens, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks.



Any successful attacks present a risk to the NCO Tokens, expected proper execution and sequencing of NCO Tokens, and expected proper execution and sequencing of Zilliqa contract computations in general. Despite the efforts of NOORCOIN and Zilliqa, the risk of known or novel mining attacks exists. Mining Attacks, as described above, may also target other blockchain networks, with which the NCO Tokens interact with and consequently the NCO Tokens may be impacted in that way to the extent, described above.

#### Risk of low or no liquidity

28. Even though there are currently online service available, which enable possibility of exchange of cryptographic tokens between themselves, and also, some of them enable exchange of cryptographic tokens for fiat money, there are no warranties and/or guarantees given that NCO Tokens will be listed or made available for exchange for other cryptographic tokens and/or fiat money, and no guarantees are given whatsoever with the capacity (volume) of such potential exchange. It shall be explicitly cautioned, that such exchange, if any, might be subject to poorly understood regulatory oversight, and NOORCOIN does not give any warranties in regard to any exchange services providers. Purchasers might be exposed to fraud and failure. In any case, NOORCOIN will not enable exchange of NCO Tokens for other cryptographic tokens or for fiat currency. Purchaser may not at any given time be able to acquire or dispose of its NCO Tokens due to lack of liquidity.

#### Risk of loss of value

29. Value of NCO Tokens may fluctuate and their Purchasers might suffer loss in value of such acquired tokens. There might be different reasons that would cause unfavourable fluctuations of the value of the NCO Tokens.

#### Risk of uninsured losses

30. NCO Tokens are unlike bank accounts or accounts at some other financial institutions and are entirely uninsured.

#### Risk of malfunction in the Zilliqa network or any other blockchain

31. It is possible that the Zilliqa network or any other network, to which the NCO Tokens are interacting with, malfunctions in an unfavorable way, including but not limited to one that result in the loss of NCO Tokens.

#### Internet transmission risks

32. Purchaser acknowledge that there are risks associated with using the NCO Tokens including, but not limited to, the failure of hardware, software, and Internet connections. Purchaser acknowledge that NOORCOIN shall not be responsible for any communication failures, disruptions, errors, distortions or delays You may experience when using the Website and NCO Tokens, howsoever caused.

#### Unanticipated risks

33. Cryptocurrencies and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that NOORCOIN cannot foresee and it is unreasonable to believe that such risks could have been foreseeable. Risks may further materialize as unanticipated.

#### Insufficient interest in NOORCOIN, the Platform and NCO Tokens

34. It is possible that NOORCOIN, NCO Tokens or Platform will not be used by a large number of individuals, businesses and other organizations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of the Platform and usage of NCO Tokens on it.

#### NCO Tokens and the Platform, as developed, may not meet the Purchaser's expectations

35. The Platform is currently under development and may undergo significant changes before release. The Purchaser's expectations regarding the form and functionality of the Platform and NCO Tokens may not be met upon release of new Website, deployment of the Platform, additional products and services for any number of reasons, including a change in the design and implementation plans and execution of the implementation of NCO Tokens.

#### Prohibited activities

36. You are prohibited from violating any law, statute, ordinance or regulation in our registered jurisdiction as well as your country or residency by using NCO Tokens.

37. You may not use your NCO Tokens to engage in the following categories of prohibited activity and you confirm that you will not use NCO Tokens to do any of the following: Engage in a transaction involving the proceeds of any unlawful activity;

- a. Defraud or attempt to defraud NOORCOIN or its affiliates;
- b. Provide false, inaccurate or misleading information;
- c. Infringe upon Company's or any third party's copyright, patent, trademark, or intellectual property rights;
- d. Take any action that imposes an unreasonable or disproportionately large load on
- e. infrastructure of NOORCOIN, or detrimentally interfere with, intercept, or expropriate any system, data, or information;
- f. Transmit or upload any material to the Platform that contains viruses or malware or any other harmful or deleterious programs;
- g. Otherwise attempt to gain unauthorized access to the Platform and Website, computer
- h. systems or networks connected to the Website, through password mining or any other means;

38. Company reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. NOORCOIN reserves the right to cancel and/or suspend your Account and usage of NOORCOIN Tokens immediately and without notice if Company determine, in its sole discretion, that your Account and usage of NCO Tokens is associated with prohibited use, and/or a prohibited business, and or illegal activity under Applicable law.

#### Timeframe of NCO Token SALE

39. Purchase of NCO Tokens may be made during a defined period of time (hereinafter "NCO Token Sale Period"). The Token sale shall commence on 19 March 2018.

40. Purchasers in the NCO Tokens Sale will be allocated their NCO Tokens in exchange for ZIL accepted in Platform under Applicable Exchange rate for the day of the purchase.

#### Payment procedure

41. NCO Tokens distribution and payment will be offered only through the Website. No third-party website or a different provider except ones listed on the Website allowed and has not been in any way supported, engaged, authorized or endorsed by NOORCOIN and have no relationship in any way with NOORCOIN. The only official and authorized website and NCO Tokens distribution provider is the Website available in the Internet via <https://www.noorcoin.io>. The Purchaser must ensure that the URL of your web browser indicates that it is using a hypertext transport protocol secure connection (“https”) and that the domain name is correct.

42. All payments in cryptocurrency shall be made at Company’s Smart Contract Address.

#### Delivery of NCO Tokens

43. After the receipt of transaction by the Company, NOORCOIN shall transfer an amount of NCO Tokens equal to the payment amount under the prices for one NCO Token in section

40 of this Agreement to the Purchaser’s cryptographic wallet specified in Purchaser’s account.

44. NOORCOIN reserves the right for an emergency stop functionality to terminate the distribution process. Use of this functionality shall remain in discretion of NOORCOIN and shall only be used in limited situations, such as, but not limited to:

- a. serious security issue detected;
- b. serious network performance issue, depriving all users of equal treatment;
- c. any type of material attack on the NCO Tokens, the Platform, Website or Zilliqa network.

#### Cancellation / Refusal of purchase request

45. Any and all purchases of NCO Tokens are final and non-refundable unless contrary is not provided in this Agreement or by Applicable law. By purchasing the NCO Tokens, the Purchaser acknowledges that neither the NOORCOIN nor any other of its affiliates are required to provide a refund for any reason, and that the Purchaser will not receive money or other compensation for any NCO Tokens that is not used or remains unused for any reason.

#### Timing of reimbursement

46. Purchaser can cancel the purchase of NCO in 14 calendar days period after the purchase of NCO Tokens during the NCO Token Sale Period, before the ICO date only. You will not receive any interest or gains on your NCO Tokens. If you prefer to remain a holder, please note that you will be deemed to have waived any further right to demand return of your money.

#### Withdrawal

47. In order to cancel the purchase during the reimbursement period Purchaser shall contact the Company in the writing form via [info@noorcoin.io](mailto:info@noorcoin.io) with letter of demand for the cancellation and withdrawal of funds with documentary proof of purchase of NCO Tokens during the token sale and identification documents required.

## Returning of Tokens

48. After the consideration of the request by the Company and confirmation of the Purchase and request for the refund, Purchaser shall provide a cryptographic wallet address to which he demand a transfer of reimbursed fund. In no event shall the reimbursement amount exceed a USD equivalent of cryptocurrency paid for NCO Tokens at the date and time of purchase under Applicable Exchange Rate.

## Deductions for distributed Tokens

49. Any commissions, gas, mining fees and expenses for refund of payment amount are not reimbursed by the Company.

## INTELLECTUAL PROPERTY

50. NOORCOIN has valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct of selling of the NCO Tokens and its commercial activities generally. This Agreement in no way shall entitle any Purchaser for any intellectual property of the NOORCOIN NCO, including the intellectual property rights for the Website and all text, graphics, Purchaser's account interface, visual interface, photographs, trademarks, logos, artwork, and computer code, design, structure, selection, coordination, expression and other content connected to the Website. Arrangement of such content is owned by the Shine Jaya Tech Pte LTD and its affiliates and is protected by national and international intellectual property rights protection laws. Other product and service names on the Website, Platform and informational materials might be trademarks of other companies.

51. Unless otherwise stated, the content and information on the Website are the property of NOORCOIN and its affiliates with exception of trademarks, company names of other companies. You may not download, reproduce, or retransmit any information, other than for noncommercial individual use. You are granted a limited, nontransferable, revocable license to view and copy the information from the Website and Platform solely for personal use only.

52. All intellectual property rights comprised in the information, text, graphics, logos, images, audio clips, data compilations, scripts, software, technology, sound or any other materials or works found in the Website and Platform shall vest in and remain property of NOORCOIN and its affiliates. You are permitted to download and print such materials from the Website for personal and noncommercial use provided that You do not breach this Agreement.

52. NOORCOIN and its affiliates retain all intellectual property rights, mostly, but not limited, to copyright, over the source code forming NCO Tokens, smart contract of the NCO Token Sale, Website and Platform.

53. There are no implied licenses under the this Agreement and any rights not expressly granted to the Purchaser hereunder are reserved by the Company.

54. If for the purpose of any intellectual property right registration of the NOORCOIN, any documentary submission or any other action is required from the Purchaser, he/she/it must provide the Company with the respective assistance.

## Representations and warranties

55. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY NOORCOIN, NCO TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND NOORCOIN EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; NOORCOIN DOES NOT REPRESENT OR WARRANT THAT THE TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE TOKENS WILL BE CORRECTED; AND NOORCOIN CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

56. By purchasing the NCO Tokens the Purchaser represent and warrant that he has read and understand this Agreement and all Accompanying Documents in full and he fully agree with the information about the functionality of NCO Token, usage, storage, transmission mechanisms and other material characteristics of the NCO Tokens, blockchain technology, blockchain-based software systems and their risks, and appreciates the risks and implications of purchasing the NCO Tokens.

57. You understand that the NCO Tokens confer only the right to exchange NCO Token for services on the Platform. You are not purchasing NCO Tokens for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes.

58. The Purchaser fully understands, realizes and agrees that the NCO Tokens are created on a blockchain and are designed to be used in the manner described in Accompanying Documents Purchaser agree to accept consequences of possible regulation of NOORCOIN Tokens in jurisdiction of the Company incorporation and agree to provide all documents requested from NOORCOIN in case of such regulation in order to comply with all requirements demanded from governmental bodies of jurisdiction of Company incorporation.

59. NOORCOIN does not warrant or represent that any information on the Website is accurate or reliable or that the Website will be free of errors or viruses, that defects will be corrected, or that the service or the server that makes it available is free of viruses or other harmful components. NOORCOIN shall not be liable for uninterrupted availability of the Platform for use of NCO Tokens at all times, in all countries and/or all geographic locations, or at any given time.

60. Purchaser shall not forge, or otherwise manipulate any personal or non-personal data requested by the NOORCOIN in the process of the Purchaser's registration (will not use the VPN or other means of distorting the data), or after its completion, will provide all necessary personal or non-personal data in the form and format requested by the NOORCOIN in the event when such necessity arises in connection within the requirements of anti-money laundering and "Know Your Customer" (KYC) frameworks of the NOORCOIN or in accordance with the Applicable law.

61. Purchaser's acquisition of the NCO Tokens complies with applicable laws and regulations in the Purchaser's jurisdiction;

62. Purchaser does not intend to hinder, delay or defraud NOORCOIN or any other Purchasers of the NOORCOIN Platform or engage in any illegal conduct and or unlawful activity in relation to money laundering, receiving the proceeds of drug trafficking or terrorist activities; receiving the proceeds of criminal activities, terrorist activities or trading with such countries as might from time to time be subject to any embargo imposed by the Security Council of the United Nations, the European Union or in any place of the world.

63. Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied Agreement in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this section may not apply to the Purchaser.

#### Limitation of liability

64. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

- A. IN NO EVENT WILL NOORCOIN LTD OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE TOKENS OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PURCHASER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND
- B. IN NO EVENT WILL THE COMPANY AND THE COMPANY PARTIES (JOINTLY) AGGREGATE LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE TOKENS, EXCEED THE AMOUNT PURCHASER PAY TO THE COMPANY FOR THE NCO TOKENS.
- C. THE LIMITATIONS SET FORTH IN SECTION 56 (1)(2) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE COMPANY

65. The Parties shall be responsible for compliance with terms and conditions of this Agreement and Accompanying Documents, for fulfillment of the Purchaser's commitments and guarantees in the manner and in the amount prescribed by this Agreement and Accompanying Documents, in particular:

- 1) In case of filing accusations, claims or lawsuits to the Company related to non-compliance by the Purchaser of NCO Tokens and/or engagements entered by the Purchaser during the participation in the Token Sale, the Purchaser agrees to settle such claims or actions on his own and at his own expense, as well as fully compensate the Company's documented proven losses, court fees, legal costs, incurred in connection with the refusal of the Purchaser or untimely fulfillment of his obligations by the Purchaser.
- 2) In case of filing accusations, claims or lawsuits against the Company, related to non-compliance by the Purchaser with exclusive rights or other rights of third parties, the Purchaser agrees to settle such claims or actions on his own and at his own expense, as well as fully compensate the Company's documented proven losses, court fees, legal costs, incurred in connection with the refusal of the Purchaser or untimely fulfillment of his obligations by the Purchaser.
- 3) In case of the Purchasers' violation of his obligations of this Agreement and Accompanying Documents, Company reserves the right to:
  - a) demand full compensation from the Purchaser for losses caused by every violation;
  - b) bring a case before a court if the compensation doesn't cover the Company's loss;
  - c) release the information relating to the Purchaser's identity and location to any authorized officer in accordance with applicable law.

66. If applicable law does not allow all or any part of the above limitation of liability to apply to the Purchaser, the limitations will apply to the Purchaser only to the extent permitted by applicable Law.

Purchaser understand and agree that it is his/her/its obligation to ensure compliance with any legislation relevant to his/her/its country of domicile concerning use of the Website and Purchase of NCO Tokens, and that the Purchaser should not accept any liability for any illegal or unauthorized use of the Website or purchase of NCO Tokens.

67. To the fullest extent permitted by applicable law, you release Company and its affiliates from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between you and the acts or omissions of third parties. You expressly waive any rights you may have under statute or common law principles that would otherwise limit the coverage of this release to include only those claims, which you may know or suspect to exist in your favor at the time of agreeing to this release.

#### Taxation

68. The Purchaser bears the sole responsibility to determine if the purchase of NCO Tokens with ZIL or the potential appreciation or depreciation in the value of NCO Tokens over time has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing NCO Tokens and to the extent permitted by law, the Purchaser agrees not to hold any of the Company, its affiliates, shareholders, directors or advisors liable for any tax liability associated with or arising from the purchase of NCO Tokens.

69. Purchaser is solely responsible for withholding, collecting, reporting, paying, settling and/or remitting any and all taxes to the appropriate tax authorities in such jurisdiction(s) in which Purchaser may be liable to pay tax. Company shall not be responsible for withholding, collecting, reporting, paying, settling and/or remitting any taxes (including, but not limited to, any income, capital gains, sales, value added or similar tax) which may arise from Purchaser's acquisition of NCO Tokens under or in connection with this Agreement.

#### Indemnification

70. To the extent allowable pursuant to Applicable Law, the Purchaser shall indemnify, defend, and hold the Company and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against the Company arising out of a breach of any warranty, representation, or obligation hereunder.

#### Circumstances beyond the control of either party

71. The Purchaser shall not have any claim of any nature whatsoever against NOORCOIN for any failure by Company to carry out any of its obligations under this Agreement as a result of causes beyond its control, including but not limited to power failure, Internet service provider failure, acts of God, epidemic, pandemic, civil unrest, fire, flood, droughts, storms, earthquakes, collapse of buildings, explosion or accident, acts of terrorism, acts of war, governmental action, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or any other event that is beyond the absolute and direct control of the NOORCOIN.

#### Severability

72. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the Agreement, provisions, covenants and restrictions set forth herein shall remain 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 of the Agreement without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

#### Applicable Law

73. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of Singapore.

#### Dispute resolution

74. To resolve any dispute, controversy or claim between Parties arising out of or relating to this Agreement or the breach thereof, the Parties agree first to negotiate the issue in good faith for a period of not less than thirty (30) days following written notification of such controversy or claim to the other Party.

75. If the negotiations do not resolve the dispute, controversy or claim to the reasonable satisfaction of all Parties during such period, then the Parties irrevocably and unconditionally submit to the respective claim to the binding arbitration administered by the Singapore International Arbitration Center (SIAC) in accordance with the rules and procedures of SIAC, with sole arbitrator, in English language, in writing on the basis of the documents submitted.

#### Termination

76. NOORCOIN reserve the right, without notice and at its sole discretion, to terminate this Agreement or suspend the Purchaser's right to access the Website, including (but not limited to) in case of Purchaser's breach of this Agreement or if the NOORCOIN believes You have committed fraud, negligence or other misconduct. The Purchaser may terminate this Agreement without notice by discontinuing use of the Website. All rights granted to the Purchaser under this Agreement will immediately be revoked upon our termination of this Agreement or NOORCOIN suspension of the Your access to the Website. In the event of any circumstances beyond the control of the Parties, breach of this Agreement, or any other event that would make provision of services commercially unreasonable for NOORCOIN, the Company may, in its own discretion and without liability to the Purchaser, with or without prior notice, suspend the Purchaser's access to all or a part of NOORCOIN's Platform. NOORCOIN may terminate the Purchaser's access to the Website in its sole discretion, immediately and without prior notice, and delete all related information and files related to such Purchaser without liability to You, including, for instance, in the event that the Purchaser breach any term of this Agreement. In the event of termination, NOORCOIN will attempt to return any funds stored in Your smart contract number not otherwise owed to NOORCOIN, unless NOORCOIN believes the Purchaser has committed fraud, negligence or other misconduct.

#### OTHER CONDITIONS



77. Only English versions of any Company's communications are considered official. The English version of this Agreement shall prevail in case of differences in translation.

78. Any notice or other communication under this Agreement shall be in writing and shall be considered given and received when sent by email. The Purchaser's official email for communication shall be deemed the email specified by the Purchaser during the Application for Token Sale. The language of the communication shall be English.

79. Materials, such as NOORCOIN White Paper, Development Road Map and others, published in the Website or elsewhere, are not binding and do not – unless explicitly referred to herein – form part of this Agreement, and are of descriptive nature only

80. Except as otherwise provided in this Agreement, this Agreement and the rights and obligations of the parties hereunder will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. Company may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company.

81. The Purchaser will implement reasonable and appropriate measures designed to secure access to:

- a. any device associated with the email address associated with the Platform;
- b. private keys required to access any relevant ZIL address, and;
- c. In case the Purchaser suspect a security breach in any of the above mentioned, he will inform NOORCOIN immediately so NOORCOIN can take all required and possible measures to secure the Website, the Platform, NCO Tokens and systems as whole.