

# TERMS OF TOKEN DISTRIBUTION EVENT

## 1. GENERAL PROVISIONS

1.1. The Terms of this private Token Distribution Event (TDE) is hereinafter referred to as the “Terms” has set forth general rules, structure and procedures for the exclusive and private BULLIONBLOCK Crypto Mint Token crowdfund sale and is hereinafter referred to as “BBCM” or “BBCM Tokens” by the Website Owner and Token issuer and is hereinafter referred to as “BULLIONBLOCK Crypto Mint”, “Company”, “we”, “us”, BULLIONBLOCK; the purchaser of the BBCM Tokens from this TDE is hereinafter referred to as “Purchaser”, “Supporter”, “User”, “Community Member”, “You”.

The BULLIONBLOCK Crypto Mint Token Distribution Event (TDE) is an exclusive and private placement for qualified investors. The Company intends to use the proceeds from the investment in future Tokens to fund development of the Bullionblock Network, conduct the Network Launch, and for general corporate and working capital purposes. The Company needs to hire and retain additional skilled technical and managerial personnel, further develop its technology, and secure additional commercial relationships.

The BULLIONBLOCK TDE is not an ICO. An ICO is based on an Idea. The BULLIONBLOCK TDE Terms set forth to crowdfund raise the target capital is for a solid business model; the Crypto Mint BULLIONBLOCK CashCrossBorders is a fintech blockchain solution and a compelling proposition for use by the mobile financial services and products market worldwide.

BULLIONBLOCK PTE LTD is the parent holding company, the registered legal address is, 68 Circular Road, Singapore. The parent company headquarters are in Singapore and has incorporated subsidiary companies in Hong Kong (BULLIONBLOCK LTD), Wyoming USA (BULLIONBLOCK LLC), and in the UK (BULLIONBLOCK LTD); currently incorporating in Australia, with future plans in other jurisdictions. BULLIONBLOCK in conjunction with its technology lab partners has developed state of the art world-first **Blockchain financial technology system Wallet Messenger application payments platform**, the startup company has also developed a **Blockchain Smart Supply Chain Management system** that solves real world supply chain problems

The BBCM Tokens to be sold in the proposed TDE are, in fact, a “coin” inasmuch that the purchase of a Token does not entitle the purchaser to an interest in a collective enterprise. Moreover, the Token is a “utility” token that carries no intrinsic value outside of the Network and promises no expectation of profit. As such, it is the good faith opinion of the Company that the Tokens do not constitute “securities” under the any securities laws in which the Tokens are being offered for sale in the Proposed Sale.

Notwithstanding the foregoing, on July 25, 2017, the United States Securities and Exchange Commission issued a Report of Investigation under Section 21(a) of the Securities Exchange Act of 1934 describing an SEC investigation of The DAO, a virtual organization, and its use of distributed ledger or blockchain technology to facilitate the offer and sale of DAO Tokens to raise capital. The Commission applied existing U.S. federal securities laws to this new paradigm, determining that DAO Tokens were securities. While the report does not constitute binding precedent, the Commission stressed that those who offer and sell securities in the U.S. are required to comply with federal securities laws, regardless of whether those securities are purchased with virtual currencies or distributed with blockchain technology. Following the United States’ lead, many other nations have subsequently sought to opine as to the applicability of prevailing securities laws.

The Company has reviewed prevailing securities laws conferred with legal counsel and concludes that the Tokens should not be considered a “security” under law.

The detailed Tokenomics of the TDE are on the official Website, and in the Whitepaper, and written into the Smart-Contract. The Purchaser agrees and certifies that the Purchaser is acquiring the CMBB Tokens for personal use and utility, to participate in the BULLIONBLOCK Network, and not for investments or financial purposes.

The BBCC Tokens will be listed exclusively on the [www.probit.com](http://www.probit.com) and [www.biki.com](http://www.biki.com) Exchanges after the competition of this TDE. Listings on other Exchanges will be made public on the company Website.

1.2. BBCM is a cryptographic token used in the BULLIONBLOCK Crypto Mint project, a digital asset, issued and controlled by its developers, to be used and accepted by the supporting members of the BULLIONBLOCK Crypto Mint TDE. BBCM tokens are not accepted outside the BULLIONBLOCK Crypto Mint project system and BBCM does not have a fixed exchange value equal to the amount delivered at the time of its issue.

1.3. Please read these Terms carefully. Each User must comply with these Terms outlined in clause 1.5, along with the Terms of Use and Service, the Token Event Terms, and the Privacy Policy, the Legal Disclaimer and the Token Purchase and Limited License Agreement that are available through links within the Smart-Contract and/or on the official website: [www.bullionblock.money](http://www.bullionblock.money)

1.4. If any User does not agree with these Terms in general or any part of it, such User should refrain from using the company Website and/or purchasing BBCM Tokens.

1.5. The **Terms of Token Distribution Event (TDE)**, the Websites **Terms and Condition of Use, Terms of Service** and **Legal Disclaimer**, and **Risk Disclaimer**, and **Privacy Policy** along with the **Token Purchase and Limited License Agreement** make a single set of rules which regulates the relationships between you and BULLIONBLOCK. You cannot accept it partially. Should any conflict between Terms of Token Distribution Event and Terms of Use and Service, Terms of Token Distribution Event shall prevail. Should any conflict between Terms and Conditions of Use and Service, the Risk Disclaimer, the Legal Disclaimer and/or the Privacy Policy, the Legal Disclaimer shall prevail; Refer to the Legal Disclaimer on page 10 of this documents.

(a) It is understood and presumed per se by the fact that upon acceptance to purchase BBCM Tokens from the Smart-Contract that you accept this set of rules in full, and accept the terms and conditions as set out in the Token Purchase and Limited License Agreement linked within the Smart-Contract.

(b) It is understood and presumed per se that by the facts of use of the website [www.bullionblock.money](http://www.bullionblock.money) (hereinafter “Website”) and acceptance of the Smart-Contract to purchase BBCM Tokens, the respective User has fully read, understood, and irrevocably has accepted these Terms as stated in clause 1.5, 1.5.a.

1.6. You acknowledge that you are sufficient legal age, and not aware of any other legal reason that prevents you to enter into these Terms, and that you meet all other eligibility and residency requirements, and are fully able and legally competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth herein and to abide by and comply herewith.

1.7. You shall not use the Website if you are prohibited under any applicable law from using it. Any User that is in any manner limited or prohibited from the purchase, possession, transfer, use or other transaction involving any amount of BBCM Tokens under the applicable law should not access this Website and is prohibited accessing, referencing, engaging, or otherwise using this Website.

## 2. PURCHASE OF BBCM TOKENS

2.1. Subject to the Terms of Service and these Terms, the Company agrees to sell to the Purchaser and Purchaser agrees to purchase from the Company a specific number of BBCM Tokens at the price listed on the Website and in the Smart-Contract depending on the time of purchase.

2.2. BBCM Tokens are only available at the official Website: [www.bullionblock.money](http://www.bullionblock.money)  
BBCM Tokens published on any other internet resources and or websites shall be considered false and void and the BULLIONBLOCK Crypto Mint shall not take responsibility for these offers.

2.3. Unless otherwise stated herein, these Terms govern the purchase of BBCM Tokens from the Company during the Token Distribution Event period as per the Smart-Contract, provided on the Website and Company documents. Any payment received by the Company after the end of the TDE Period will not be accepted. The Company may request to provide evidence of payment from the Purchaser. No further payment will be accepted when the target is reached.

2.4. BULLIONBLOCK Crypto Mint has the right to enter into agreement with any of the Purchasers on special conditions (including commercial conditions) which may be different from those stipulated by these Terms.

### **3. PURCHASE PROCEDURE**

3.1. BBCM Tokens are available for purchase to Users only within a limited period of time and only on the terms stipulated in the Token Purchase and Limited License Agreement, in the Smart-Contract and also presented on the official Website: [www.bullionblock.money/](http://www.bullionblock.money/)

3.2. The BULLIONBLOCK Crypto Mint Token Distribution Event key parameters are set as detailed on the Official Website, in the Purchase and Limited License Agreement and in the Smart-Contract.

3.3. The Purchase of BBCM Token requires a creation of an account on the official Website. In order to register an account, you are required to provide your personal information. You are responsible for relevance and validity of information required to be provided when registering an account.

3.4. The number of BBCM Tokens available for sale by the Company is limited. BULLIONBLOCK Crypto Mint will issue BBCM Tokens in accordance with the Tokenomics as outlined in the White Paper and on the Website. After the end date of the Token Distribution Event or once all the Tokens are sold, the Company founders will issue a transaction that finalizes the Token Distribution Event.

3.5. The price of BBCM Tokens is defined in USD.

3.6. Payment Methods: BTC, ETH, VISA, MASTERCARD, BANK WIRE.

3.7 We have enhanced our Whitepaper and developed a Token Distribution Event Website in order to harmonize the model and to ensure it is clearer and easier to understand. The official Whitepaper along with other company documents are available on the official TDE Website: [www.bullionblock.money](http://www.bullionblock.money)

3.8 The information on our Website accurately reflects the supply as per the Whitepaper and Smart-Contract to ensure it strengthens the BBCM Token proposition.

3.9 The TDE Tokenomic model supports the execution of the Business Plan global strategy for the launch of business operations, blockchain fintech, and further project development, licensing, accelerated acquisition of targeted assets, marketing and pr campaign, and the go-to-market strategy to ensure wide adoption of the bullion backed blockchain fintech solution, BULLIONBLOCK.

### **4. TOKEN DISTRIBUTION**

4.1. Upon fulfillment and payment confirmation of the Smart-Contract the BBCM Token is allocate to the Purchasers address of their External Wallet.

4.2. Failure to provide a correct address of the External Wallet will result in the loss of the purchased BBCM Tokens, which shall be the sole responsibility of the Purchaser.

4.3. If the Purchaser makes an error with their Wallet address, the Company is not responsible for the loss of the BBCM Tokens.

4.4. After the end date of the Token Distribution Event or once all the BBCM Tokens are sold, the Company will issue a transaction that finalizes the Token Distribution Event.

## **5. ASSUMPTION OF RISKS**

5.1. Purchaser shall be responsible for implementing measures for securing the External Wallet, vault or other storage mechanism that the Purchaser decides to use to receive and hold BBCM Tokens outside of the account, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If the Purchaser's private key(s) or other access credentials are lost, and the Purchaser may lose access to the purchased BBCM Tokens, the Company shall not be responsible for any such losses.

5.2. By accepting these Terms and by purchasing the BBCM Tokens Smart Contract, the User recognizes and accepts there are certain risks involved in the purchase of BBCM Tokens, holding BBCM Tokens, and using BBCM Tokens. By conducting a purchase of BBCM Tokens, the User expressly accepts such risks, including, but not limited to: risk of losing access to the BBCM Tokens in his/her possession because of loss of private key(s) or password, as well as any other registration information, and risks that occur due to hacking and security weaknesses, risks that occur due to volatility of markets for cryptocurrencies.

## **6. ACKNOWLEDGEMENTS**

With the purchase of the BBCM Tokens, you acknowledge:

6.1. You are aware of the terms and conditions of the BBCM Tokens and have acquired sufficient information about the BBCM Tokens to reach an informed and knowledgeable decision to acquire the BBCM Tokens.

6.2. You have sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand the terms of these Terms and to appreciate the risks and implications of supporting this Token Distribution Event by purchasing the BBCM Tokens.

6.3. You understand that the BBCM Tokens are not digital currency, security, commodity or any other kind of financial instrument and have not been registered under legislation of your country.

6.4. You understand that the BBCM Tokens confer only the rights described in the Smart Contract and the Token Purchase and Limited License Agreement, and confer no other rights of any form with respect to BULLIONBLOCK Crypto Mint, including, but not limited to, the right to receive profits, income, or other payments or returns, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights.

6.5. You represent and warrant that your funds in no way came from illegal or unethical sources, that you are not using any proceeds of criminal or illegal activity, and that no transaction involving BBCM Tokens are being used to facilitate any criminal or illegal activity. You confirm that you do not intend to hinder, delay or defraud BULLIONBLOCK Crypto Mint or any other BULLIONBLOCK Crypto Mint's Users or engage in any illegal conduct and or unlawful activity in relation to money laundering, drug/human/weapon trafficking, terrorist activities or tax evasion.

6.6. You acknowledge that you will not forge, or otherwise manipulate any personal or non-personal data requested by BULLIONBLOCK Crypto Mint in the process of the User's registration (will not use a 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 BULLIONBLOCK Crypto Mint in the event when such necessity arises in connection with the requirements of "Anti-Money Laundering" (AML) and "Know Your Customer" (KYC) frameworks of BULLIONBLOCK Crypto Mint or in accordance with the applicable law.

6.7. You realize that this document is being distributed only to, and is directed only at (and any activity to which it relates will be engaged only with):

a) qualified investors;

b) other persons to whom it may otherwise lawfully be communicated (all such persons together being referred to as “relevant persons”).

Any investment to which this document relates is available only to (and any investment activity to which it relates will be engaged only with) relevant persons. This document is directed only at relevant persons and persons who are not relevant persons should not take any action based upon this document and should not rely on it.

6.9. You warrant to BULLIONBLOCK Crypto Mint parties that you are a relevant person. If you fail to do so, you agree to hold harmless and indemnify the BULLIONBLOCK Crypto Mint parties from any liability, risk or penalties resulted from your negligence or willful misconduct.

6.10. You shall not purchase BBCM Tokens for any uses or purposes other than to use BBCM Tokens as offered in the Terms, including, but not limited to, any investment, speculative or other financial purposes.

6.11. You have satisfied yourself as to the full observance of the laws of your jurisdiction in connection with any purchase of the BBCM Tokens or any use of these Terms, including:

(a) the legal requirements within its jurisdiction for the purchase of the BBCM Tokens;

(b) any foreign exchange restrictions applicable to such purchases;

(c) any governmental or other consents that may need to be obtained.

6.12. Your purchase, payment for, and continued beneficial ownership of the BBCM Tokens will not violate any applicable laws of your jurisdiction.

6.13. The purchase price that you pay for BBCM Tokens is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of BBCM Tokens, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report, and remit the correct taxes to the appropriate tax authorities in your jurisdiction. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of BBCM Tokens.

6.14. You understand that the Website as well as the Smart-Contract and associated documents, can be translated into several languages, but only the information placed in English shall bound the Parties of these Terms. Versions of the Website and documents translated into other languages are for informational purposes only.

6.15. You understand that you shall be guided by that version of the Terms which is in the Smart-Contract and on the Website at the moment of BBCM Token purchase.

6.16. You agree that you are not purchasing the BBCM Tokens of any third party. If you are purchasing BBCM Tokens on behalf of any entity, you are authorized to accept these Terms on such entity’s behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to “you” in these Terms refer to you and such entity, jointly).

6.17. If any provisions of this document break or to transgress or to violate the law to which Purchaser is subjected to, then BULLIONBLOCK is not liable and the Purchaser's jurisdiction law shall prevail. The Purchaser entering into relationship with BULLIONBLOCK Crypto Mint shall oblige to its jurisdiction law, and you indemnify BULLIONBLOCK as per clause 10.

## **7. PURCHASE LIMITATIONS**

7.1. The company shall reserve the right to refuse selling BBCM Tokens to anyone who does not meet criteria necessary for their buying, as set out hereunder and by the applicable law.

## **8. DISCLAIMERS**

8.1. The BBCM Tokens are provided on an "as is" and "as available" basis without warranties of any kind, and we expressly disclaim:

- a) All implied warranties as to the BBCM Tokens, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement;
- b) The Company does not represent or warrant that the BBCM Tokens are reliable, current or error-free, meet Purchaser's requirements.

8.2. Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this Section may not apply to you. You understand and agree that it is your obligation to ensure compliance with any legislation relevant to your country of domicile concerning use of the Website and use and buying of the BBCM Tokens, and that the Website Owner should not accept any liability for any illegal or unauthorized use of the Website and use and buying of the BBCM Tokens.

## **9. LIMITATION OF LIABILITY**

9.1. You hereby expressly agree that to the maximum extent permitted by applicable law:

- a) In no event will the Company or any of the BULLIONBLOCK Crypto Mint 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 BBCM Tokens or otherwise related to these terms, 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.
- b) In no event will the aggregate liability of the Company and the BULLIONBLOCK Crypto Mint Parties (jointly), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), or other theory, arising out of or relating to these Terms.

9.2. You understand that BULLIONBLOCK Crypto Mint shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of BBCM Tokens. BULLIONBLOCK Crypto Mint shall not provide the user refund possibilities (payout liquidity) for purchased BBCM Tokens.

9.4. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to you.

## **10. INDEMNIFICATION AND RELEASE FROM RESPONSIBILITY**

10.1. To the fullest extent permitted by applicable law, you shall indemnify, defend and hold harmless the Company and Company's respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns ("Company Parties") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to:

- (a) purchase or use of BBCM Tokens,
- (b) Your responsibilities or obligations under these Terms,
- (c) your breach of these Terms, or
- (d) your violation of any rights of any other person or entity, and
- (e) your violation of any laws.

10.2. To the fullest extent permitted by applicable law, you release the Company and the Company Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between 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.

## **11. GOVERNING LAW**

The validity, interpretation, construction and performance of these Terms, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the jurisdiction the Company has nominated in the official Smart-Contract, without giving effect to principles of conflicts of law.

## **12. DISPUTE RESOLUTION AND ARBITRATION**

12.1. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company:

- a) Waive your and the Company's respective rights to have any and all Disputes arising from or related to these Terms resolved in a court;
- b) Waive your and the Company's respective rights to a jury trial. Instead, you and Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

12.2. Any Dispute arising out of or related to these Terms is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempt to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

12.3. Each Party will notify the other Party in writing of any Arbitral Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to the Company shall be sent by e-mail to the Legal department at: [legal@bullionblock.io](mailto:legal@bullionblock.io)

Notice to you shall be sent to the email address provided by you in your account.

Your notice must include:

- a) Your name, postal address, email address and telephone number;
- b) a description in reasonable detail of the nature or basis of the Dispute;
- c) the specific relief that you are seeking.

If you and the Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or the Company may, as appropriate and in accordance with this Section 12, commence an arbitration proceeding or, to the extent specifically provided for in Section 12.1, file a claim in court.

**(d) Process:** If allowed under the applicable law, any Dispute shall be referred to and finally resolved by arbitration administered in accordance with universally applicable rules for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall consist of three arbitrators, and the language of the arbitration shall be English as per the Smart-Contract.

(e) Any dispute arising out of or related to these Terms is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempt to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

### **13. TERMINATION OF TERMS**

13.1. BULLIONBLOCK Crypto Mint shall have the right at its sole discretion and without any prior written notice to terminate the Terms of the Token Distribution Event if:

- a) the User provided invalid data to complete the registration process;
- b) the User failed to comply with the requirements of these Terms;
- c) the User failed to comply with the other provisions of these Terms and in breach of the Smart Contract;
- d) on other grounds of BULLIONBLOCK Crypto Mint' sole discretion.

## **14. AMENDMENTS**

14.1. These Terms may be modified by the Company at any time for any reason by placing modified Terms on the Website. We will provide notice of any amendment to these Terms by posting any revised terms to the Website and updating the “Last updated” field above accordingly or by any other method, we deem appropriate. We are not obligated to provide notice in any other method beyond these. Any change to these Terms will be effective immediately upon such notice and apply to any ongoing or subsequent purchases of BBCM Tokens.

## **15. PURCHASER EXIT STRATEGY**

We recognize that the Purchaser (Supporters) in any start-up company, no matter how good the Business Plan model, require ultimately the need for an exit vehicle. Therefore, the founders feel that the pre-IPO of the Company is the option best suited for the Purchaser to trade and turn their BBCM Token(s) into readily tradable cash.

The Smart-Contract will include the option for the company to buy back the BBCM Token(s) issued to the Supporters of this Token Distribution Event, as the pre-IPO Exit Strategy. This exit strategy is built into the Smart-Contract.

Our purpose is to provide the best alternative to protect the Token holder(s) interest while maintaining the potential growth of the Company, along with the liquidity and profitability of the Company's future operations.

## **16. MISCELLANEOUS**

15.1. In the event any provision of these Terms is found to be invalid, illegal, or unenforceable the remaining provisions of these Terms shall nevertheless be binding upon the Company and you with the same effect as though the void and unenforceable part had been severed and deleted.

15.2. You expressly agree with and accept these Terms and all terms incorporated herein by reference by supporting the TDE and proceeding with the purchase of BBCM Tokens.

15.3. The article headings of these Terms are included for convenience only and shall not affect the construction or interpretation of these Terms.

## **17. SUPPORT**

Please contact our office for any enquiries and/or support via email: [legal@bullionblock.io](mailto:legal@bullionblock.io)

Dated: May 2020