

TERMS AND CONDITIONS

The following **Terms and Conditions** ("**Terms**") govern your ("**you**" or the "**Purchaser**") purchase of cryptographic tokens ("**XMP**") purchased from XMP Ltd, an exempted Company registered in the Hong Kong (the "**Company**") ("**We**"). Each of you and the Company is a "**Party**" and, together, the "**Parties**" to these Terms. This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. This document describes the XMP token sale.

As used herein, "XMP Ltd" refers to the Company, and the Company refers to "XMP Ltd" including without limitation thereby, its owners, directors, investors, employees or other related parties. Depending upon context, "XMP Ltd" or "XMP" may also refer to the tokens, services, products, Site, content or other materials (collectively, "Materials") provided by "XMP Ltd".

WE RECOMMEND YOU READ THE ENTIRE TERMS OF SERVICE CAREFULLY BEFORE YOU USE THIS WEBSITE ("SITE") OR ANY OF THE SERVICES OF THIS SITE.

IF YOU DO NOT ACCEPT THE TERMS OF USE AND CONDITIONS OUTLINED IN THIS AGREEMENT, DO NOT ACCESS THIS SITE AND DO NOT PURCHASE XMP FROM THE COMPANY. BY PURCHASING XMP FROM THE COMPANY, YOU WILL BE BOUND BY THESE TERMS AND ANY TERMS INCORPORATED BY REFERENCE. IF YOU HAVE ANY QUESTIONS REGARDING THESE TERMS, PLEASE CONTACT THE COMPANY AT contact@xmotionpictures.io.

By registering to, using the XMP Site or purchasing XMP, you are agreeing to accept and comply with the Terms and Conditions of Use set out in this document. To the extent permitted by law, you are agreeing not to hold any of the Company, XMP Ltd 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 (the "XMP Team") liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of XMP, including losses associated with the terms set forth below.

We encourage you to revisit this page regularly as we may post changes to this Privacy Policy on this page, and it is your responsibility to review this Privacy Policy frequently. We will notify you of any changes to these terms and conditions, only when required to do so by law. It is your responsibility to update all contact information.

By opening an account to use the XMP Service ("**Account**"), you expressly represent and warrant:

- i. You have accepted these Terms; and
- ii. You are at least 18 years of age and have the full capacity to accept these Terms and enter into a transaction involving Bitcoin or any digital currency.

Any purchases of XMP should **ONLY** be undertaken by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, Ethereum tokens, and blockchain based software systems. Purchasers should have a functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. While the Company will be available to assist purchasers of XMP during the sale, the Company will not be responsible in any way for loss of BTC, ETH or XMP resulting from actions taken by, or omitted by purchasers. If you do not have such experience or expertise, then you should not purchase XMP or participate in the sale of XMP. Your participation in XMP sale is deemed to be your undertaking that you satisfy the requirements mentioned in this section.

Conditions to XMP token sale

Investors intending to invest in XMP must be aware of regulations and developments of initial coin offerings (ICOs). ICO investing is currently unregulated in many countries. ICO projects attract investments and plan activities far beyond a single country or region or legal jurisdiction. XMP will work in conjunction with governing bodies and will embrace regulations as a positive solution that will encourage professionalism and trust within the cryptocurrency space.

YOU MAY NOT MAKE OR ACQUIRE AN XMP TOKEN IF YOU ARE A CITIZEN, RESIDENT (TAX OR OTHERWISE) OR GREEN CARD HOLDER OF THE UNITED STATES OF AMERICA, OR A CITIZEN OR RESIDENT OF THE REPUBLIC OF SOUTH AFRICA, OR THE CAYMAN ISLANDS.

When you purchase, or otherwise receive, an XMP token, you may only do so by accepting the following conditions and, by doing so, you warrant and represent that the following are a true and accurate reflection of the basis on which you are acquiring the XMP tokens:

- neither XMP Ltd, the Company nor any of the XMP Team has provided you with any advice regarding whether XMP is a suitable investment for you;
- you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, such as Bitcoin and Ether, as well as blockchain-based software systems generally;
- you are legally permitted to receive and hold and make use of XMP in your and any other relevant jurisdiction;
- you will supply us with all information, documentation or copy documentation (KYC documentation) that we require in order to allow us to accept your purchase of XMP and allocate XMP to you;
- you have not supplied us with information relating to your acquisition of XMP or otherwise which is inaccurate or misleading;
- you will provide us with any additional information which may be reasonably required in order that we can fulfil our legal, regulatory and contractual obligations, including but not limited to any anti-money laundering obligation;
- you will notify us promptly of any change to the information supplied by you to us;
- you are of a sufficient age (if an individual) to legally obtain XMP, and you are not aware of any other legal reason to prevent you from obtaining XMP;
- you take sole responsibility for any restrictions and risks associated with receiving and holding XMP, including but not limited to these set out in Annex A;
- by acquiring XMP, you are not making a regulated investment, as this term may be interpreted by the regulator in your jurisdiction;
- you are not obtaining or using XMP for any illegal purpose, and will not use XMP for any illegal purpose;
- you waive any right you may have / obtain to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the sale of XMP;
- your acquisition of XMP will not involve your purchase or receipt of shares, ownership or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;
- to the extent permitted by law and provided we act in good faith, XMP Ltd, the Company, makes no warranty whatsoever, either expressed or implied, regarding the future success of XMP and / or the Ethereum Network;
- you accept that XMP is created and you obtain XMP on an “as is” and “under development” basis. Therefore, provided XMP Ltd, the Company, acts in good faith, you accept that the

Company is providing XMP without being able to provide any warranties in relation to XMP, including, but not limited to, title, merchantability or fitness for a particular purpose;

1. you accept that you bear sole responsibility for determining if
 - i. the acquisition, the allocation, use or ownership of XMP
 - ii. the potential appreciation or depreciation in the value of XMP over time, if any,
 - iii. the sale and purchase of XMP; and / or
 - iv. any other action or transaction related to XMP has tax implications.

Overview of XMP sale

XMP is required for proper operation and comprehensive utilization of the XMP Site operations (as defined in the white paper (the "White Paper") provided at <https://xmotionpictures.io> (the "Website") as of the date the Purchaser acquires XMP token). After the XMP sale, each XMP is backed by the purchase of the underlying assets, as described in the White Paper. To the extent they do not contradict these Terms, the rights connected to XMP are subject to the limitations set out in the White Paper, but this should in no case create obligations for XMP Ltd, the Company in addition to the ones contained in these Terms. The Company reserves the right to circumvent the algorithm used to select the underlying assets if it believes, in its sole discretion, that such selected underlying assets could adversely affect the XMP Ltd, the Company, or XMP from a regulatory or legal perspective. XMP Ltd, the Company shall have the right to sell any such underlying assets (if already part of XMP portfolio) and block their acquisition.

The maximum total amount of XMP tokens to be issued is 750,000,000 (roughly equivalent to US\$75,000,000). The total supply of XMP tokens will be fixed after the end of the XMP sale. No more XMP tokens will be issued after the end of the XMP sale, as described in the preceding paragraph. Ownership of XMP during the XMP token sale carries no rights express or implied. Purchases of XMP are non-refundable.

Purchaser must have an Ethereum wallet that supports the ERC-20 token standard in order to receive any XMP purchased from XMP Ltd, the Company.

After the XMP Token Sale

The Purchasers should have no expectation of influence over control of the Company. XMP Ltd is a private company. Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, you and XMP Ltd to be treated as partners, joint ventures, or otherwise as joint associates for profit, or either you or XMP Ltd to be treated as the agent of the other.

Upon the conclusion of a successful XMP sale, the digital assets backing each XMP token will be transparently purchased.

XMP Ltd, the Company will provide you with an official and regular audit conducted on the existence of the digital assets backing each XMP token. Through this audit, you can track and confirm that the digital assets backing your XMP have been received and acquired. Access to the audit results does not constitute an XMP purchase receipt or indicate in any way that the party possessing such access has rights to or ownership of the purchased XMP tokens.

Prior to a Purchaser selling XMP after the XMP token sale completion, such Purchaser shall ensure that the buyer of any such XMP undertakes to comply with all the provisions of these Terms as if such person were a Purchaser in the XMP token sale.

The Company Will Not Purchase XMP During the XMP Sale

XMP Ltd, the Company warrants that neither it nor its shareholders will purchase XMP during the XMP sale. Furthermore, the Company warrants that neither it nor its shareholders will purchase XMP from any third party during the period of the XMP sale.

All purchases of XMP are Non-Refundable.

All purchases of XMP are final. All purchases of XMP are non-refundable. By purchasing XMP, the purchaser acknowledges that neither XMP Ltd nor any of its directors, shareholders or affiliates are required to provide a refund for any reason.

If XMP Ltd believes, in its sole discretion, that any individuals or entities that own XMP tokens, create legal risks or has adverse effects for the Company and / or XMP, the Company reserves the right to:

- i. Buy all XMP tokens from such XMP owners at the existing market price; and /or
- ii. Sell all cryptocurrency assets of the Company.

Taxation of XMP and Taxation Related to the ICO

Taxation rates and laws vary from country to country. It is your sole responsibility to:

- i. determine whether, and to what extent, any taxes apply to any transactions you conduct through XMP site and through the purchase of XMP tokens. The Purchaser bears the sole responsibility to determine if the purchase of XMP tokens with BTC, LTC, ETH or the potential appreciation or depreciation in the value of XMP over time has tax implications for the Purchaser in the Purchaser's home jurisdiction.
- ii. withhold, collect and report and remit the correct amounts of taxes to the appropriate taxation authorities. Your transaction history is available through your XMP account.

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

Privacy

The Purchasers may be contacted by email by the Company. Such emails will be informational only. The Company will not request any information from Purchasers in an email.

Force Majeure

If XMP Ltd is unable to perform the Services outlined in the "Terms of Use" due to factors beyond our control including but not limited to an event of Force Majeure, change of law or change in sanctions policy we will not have any liability to You with respect to the Services provided under this agreement and for a time period coincidental with the event.

XMP Ltd is not liable for failure to perform that is caused by:

- unavoidable casualty,
- delays in delivery of materials,
- embargoes,
- government orders,
- acts of civil or military authorities,
- acts by common carriers,
- emergency conditions (including weather conditions),
- security issues arising from the technology used,
- or any similar unforeseen event that renders performance commercially implausible.

If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Terms, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

LIMITATION OF LIABILITIES

The purchaser expressly agrees that the purchaser is purchasing XMP at the purchaser's sole risk and that XMP is provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose (except only to the extent prohibited under applicable law with any legally required warranty period to the shorter of thirty days from first use or the minimum period required). Without limiting the foregoing, none of the XMP Team warrants that the process for purchasing XMP will be uninterrupted or error-free.

The XMP White Paper (White Paper) is released by Summit Point Ltd for informational purposes only. The Company does not warrant any forward-looking statements, or any statements quoted by any third party. The terms of use and the XMP White Paper does not amount to financial, taxation or legal advice. The purchase of cryptocurrency tokens is speculative and users should seek financial advice before purchasing XMP tokens. The White Paper sets out a number of risks and opportunities, however users should undertake their own due diligence.

Any decision to purchase or sell XMP is the user's decision. To the extent permitted by law, Summit Point Ltd and XMP Ltd will not be held liable for any damages, loss of profit, loss of revenue, loss of business, loss of opportunity, loss of data, or any indirect or consequential loss. XMP tokens will not give you any right in respect of the assets or management of the Company.

Laws and regulations related to initial coin offerings (ICOs) and cryptocurrency trading may change from time to time and are subject to international laws and regulations. As a user, it your responsibility to remain knowledgeable of these laws and ensure that you comply with the laws of the country within which you reside.

Limitations Waiver of Liability

The purchaser acknowledges and agrees that, to the fullest extent permitted by any applicable law, the disclaimers of liability contained herein apply to any and all damages or injury whatsoever caused by or related to:

(i) use of, or inability to use, XMP; or
(ii) the XMP Team, any cause or action of any kind in any jurisdiction including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence) and that none of the XMP Team shall be liable for any direct incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in anyway whatsoever arising out of the use of, or inability to use, or purchase of, or inability to purchase XMP, or arising out of any interaction with the smart contract implemented in relation to XMP. The purchaser further specifically acknowledges that the XMP Team is not liable for the conduct of third parties, including other purchasers of XMP, and that the risk of purchasing and using XMP remains entirely with the purchaser.

To the extent permissible under applicable laws, under no circumstances will the XMP Team be liable to any purchaser for more than the amount the purchaser has paid to the Company for the purchase of XMP. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages. Therefore, some of the above limitations in this section and elsewhere in the terms may not apply to a purchaser. In particular, nothing in these terms shall affect the statutory rights of any purchaser or exclude injury arising from any wilful misconduct or fraud of the X Motion Pictures Team.

Complete Agreement

These Terms set forth the entire understanding between the Purchaser and the Company with respect to the purchase and sale of XMP. For facts relating to the sale and purchase, the Purchaser agrees to rely only on the Terms in determining purchase decisions and understands that the Terms govern the sale of XMP and supersede any public statements about the XMP token sale made by third parties or by the XMP Team or individuals associated with any of the XMP Team, past and present and during the XMP token sale.

Dissolution of the Company

XMP Ltd, the Company, acknowledges, it is possible that, due to any number of reasons, including, but not limited to, the failure of commercial relationships, intellectual property ownership challenges or that the Ethereum platform may no longer be viable to operate and XMP may look at new avenues for blockchain technology or may dissolve XMP Ltd. If XMP Limited is to dissolve or no longer operate, the managing board will seek to have another conglomerate purchase the rights from XMP Limited, to continue its operations and ensure that XMP will continue to be a viable entity.

No Waiver

The failure of XMP Ltd to require or enforce strict performance by the Purchaser of any provision of these Terms or the Company's failure to exercise any right under these Terms shall not be construed as a waiver or relinquishment of the Company's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by the Company of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no

representations, statements, consents, waivers, or other acts or omissions by the XMP Team shall be deemed a modification of these Terms nor be legally binding.

Cooperation with Legal Authorities

The Company will cooperate with all government and law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions.

Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the XMP Team from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to:

- (i) your purchase or use of XMP;
- (ii) your responsibilities or obligations under these Terms;
- (iii) your violation of these Terms; or (iv) your violation of any rights of any other person or entity.

The Company reserves the right to exercise sole control over the defence, at your expense, of any claim subject to indemnification. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the XMP Ltd.

Security

You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold XMP purchased from the 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 is not responsible for any losses, costs or expenses relating to lost access credentials.

Language

Currently, only English versions of any XMP's communications is considered official. The English version shall prevail in case of differences in translation.

ANNEX A

XMP Risks

By purchasing, owning, and using XMP, you expressly acknowledge and assume the following risks:

1. Risk of Losing Access to XMP due to Loss of Private Key(s), Custodial Error or Purchaser Error;
2. Risks Associated with any malfunction, breakdown or abandonment of the Ethereum protocol;
3. Risk of Mining Attacks XMP;
4. Risk of Hacking and Security Weaknesses;
5. Risks Associated with Markets for XMP;
6. Risk of Uninsured Losses in the event of loss or loss of utility value;
7. Risks Associated with Uncertain Regulations and Enforcement Actions;
8. Risks Arising from Taxation due to uncertain characterization of XMP tax reporting requirements;
9. Risk of Competing platforms with similar services to XMP;
10. Risks Arising from Lack of Governance;
11. Unanticipated Risks are in addition to the risks included in this Annex A of these Terms.

Further Information

For further information regarding the XMP token sale, please contact contact@xmotionpictures.io.