

IMPORTANT INFORMATION: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND IN THEIR ENTIRETY.

TWQ TOKEN PURCHASE TERMS AND CONDITIONS

Updated: 21st September 2019

In consideration of the mutual representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, iP2P Global Ltd. (The "Company") and Buyer hereby agree as follows:

Buyer acknowledges, understands and agrees to the following:

MATTERS RELATING TO IP2PGLOBAL PLATFORM & TWQ TOKEN:

1. Company plans to develop the iP2PGlobal P2P Cryptocurrency Financing Platform (the "IP2PGlobal Platform") as further described in the TWQ Token White Paper (as it may be amended from time to time) (the "White Paper");
2. at the end of its development stage, Company will be launching the iP2PGlobal Platform
3. The iP2PGlobal Platform will allow: i) borrowers to apply for personal financing, have it listed in the listing page of the platform. ii) lenders to bid for the personal financing in the listing page of the platform. Borrowers who apply for personal financing will have to stake a number of TWQ tokens based on a certain percentage of the financing amount he/she is applying.

BINDING AGREEMENT: Buyer understands and agrees that Buyer is subject to and bound by this Agreement by virtue of Buyer's purchase of TWQ Tokens.

NO CAYMAN ISLANDS & U.S. BUYERS: TWQ Tokens are not being offered or distributed to persons who are citizens or residents of the above countries.

PURCHASE OF TWQ TOKENS ARE NON-REFUNDABLE AND PURCHASES CANNOT BE CANCELED. BUYER MAY LOSE ALL AMOUNTS PAID.

TWQ TOKENS MAY HAVE NO VALUE.

COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL TWQ TOKEN PURCHASE REQUESTS AT ANY TIME IN ITS SOLE DISCRETION.

PLEASE READ THE RISKS SET FORTH IN SECTION 7 CAREFULLY AND IN THEIR ENTIRETY.

ARTICLE ONE: ACCEPTANCE OF AGREEMENT AND PURCHASE OF TWQ TOKENS

1. This Agreement shall be effective and binding on the Parties when Buyer:
 - (a) clicks the check box on the official <https://www.ip2pglobal.io/> website (the "Website") to indicate that Buyer has read, understands and agrees to the terms of this Agreement; or, if earlier
 - (b) upon Buyer successful purchase of TWQ Tokens from the 3rd party crypto exchange Launchpad where the TWQ Token will be offered for sale as an Initial Exchange Offering ("IEO"). Buyer agrees to be bound on this basis, and confirms that Buyer has read in full and understands this Agreement and the terms on which Buyer is bound.

2. Website Terms of Use

Company has established Terms of Use, as may be amended from time to time, for the Website located at <https://www.ip2pglobal.io/terms-&-conditions>, which are hereby incorporated by reference. Buyer has read, understands and agrees to those terms.

3. White Paper

Company has prepared the White Paper, which is available at: <https://ip2pglobal.io>, describing matters relating to the iP2PGlobal Platform and the TWQ Token. The White Paper, as it may be amended from time to time, is hereby incorporated by reference. Buyer has read and understands the White Paper and its contents.

4. TWQ Tokens

a. No Purpose

In case of iP2PGlobal Platform launch failure TWQ Tokens may not have any rights, uses, purpose, attributes, functionalities or features, express or implied. Although TWQ Tokens may be tradable, they are not an investment, currency, security, commodity, a swap on a currency, security or commodity or any other kind of financial instrument.

b. Company's Use of Proceeds

Buyer acknowledges and understands that the proceeds from the sale of the TWQ Tokens will be utilized by Company at its sole discretion.

c. Reasonable Usage of Proceeds Before Soft Cap is Reached

Buyer acknowledges and understands that reasonable operational costs may be paid for with a portion of the TWQ Tokens sale before the soft cap of the TWQ Token crowdsale is reached, and that only a proportionate amount of the funds paid for the TWQ Tokens by the Buyer may be returned to the Buyer in the event that the soft cap of the TWQ Token crowdsale has not been reached.

Buyer also acknowledges and understand that the Company plans to execute a few IEO campaigns with different exchanges, so that if the soft cap is not reached in one IEO, it may be reached in the subsequent IEO campaign(s).

ARTICLE TWO: TWQ TOKEN DISTRIBUTION

1. Allocation and Distribution of TWQ Tokens

The company will execute the crowdsale through a 3rd party exchange's Launchpad(s) which will be announced in the Company's website, therefore Buyer will have to follow the specific procedures of the 3rd party exchange on how to purchase TWQ Tokens. By purchasing TWQ Tokens, Buyer acknowledges and understands and has no objection to such procedures and material specifications. Failure to use the official Launchpad and follow such procedures may result in Buyer not receiving any TWQ Tokens. Any buyer of TWQ Tokens may lose some or all of the amounts paid in exchange for TWQ Tokens due to commission or fees which may be charged by the 3rd party exchange Launchpad.

2. Allocation and Sale of TWQ Tokens to Company

Buyer understands and consents to the participation of the Company's past, present and future employees, officers, directors, advisers, contractors, consultants, equity holders, suppliers, vendors and service providers in the purchase or free allocation of TWQ Tokens, including people who may work on the development and implementation of the iP2PGlobal Platform or who may work for Company's future businesses which Company may establish with a portion of the proceeds from the TWQ Token Distribution.

3. No Representations and Warranties

The Company does not make any representations or warranties, express or implied, including, without limitation, any warranties of title or implied warranties of merchantability or fitness for a particular purpose with respect to the TWQ Token or their utility, or the ability of anyone to purchase or use the TWQ Tokens. Without limiting the foregoing, the Company does not represent or warrant that the process of purchasing the TWQ Tokens or receiving the TWQ Tokens through the 3rd party exchange Launchpad will be uninterrupted or error-free or that the TWQ Tokens are reliable and error-free. As a result, Buyer acknowledges and understands that Buyer may never receive TWQ Tokens and may lose the entire amount Buyer paid through the 3rd party exchange launchpad.

4. Not an Offering of Securities, Commodities or Swaps

The sale of TWQ Tokens themselves are not securities, commodities, swaps or either securities or commodities or a financial instrument of any kind. Purchases and sales of TWQ Tokens are not subject to the protections of any laws governing those types of financial instruments. This Agreement and all other documents referred to in this Agreement including the White Paper do not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity.

5. Not an Investment

Buyer should not participate in the TWQ Token IEO Crowdsale or purchase TWQ Tokens for investment purposes. TWQ Tokens are not designed for investment purposes and should not be considered as a type of investment. Buyer acknowledges, understands and agrees that Buyer should not expect and there is no guarantee or representation or warranty by Company that:

- (a) the iP2PGlobal will ever be adopted;
- (b) the iP2PGlobal Platform will be adopted as developed by Company and not in a different or modified form; and
- (c) The TWQ Tokens may not have any functionality or rights on the iP2PGlobal Platform and holding TWQ Tokens is not a guarantee, representation or warranty that the holder will be able to successfully apply for a loan on the iP2PGlobal Platform, or receive any financing from lenders on the iP2PGlobal Platform, even if the iP2PGlobal Platform is launched, of which there is no guarantee, representation or warranty made by Company.

6. Not for Speculation

Buyer acknowledges and agrees that Buyer is not purchasing TWQ Tokens for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or other financial purposes.

ARTICLE THREE: NO OTHER RIGHTS CREATED

1. No Claim, Loan or Ownership Interest

TWQ Token is an Utility token, the purchase of TWQ Tokens:

- (a) does not provide Buyer with rights of any form with respect to the Company or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
- (b) is not a loan to Company; and
- (c) does not provide Buyer with any ownership or other interest in Company.

2. Intellectual Property

Company retains all right, title and interest in all of Company's intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based

thereon. Buyer may not use any of Company's intellectual property for any reason without Company's prior written consent.

ARTICLE FOUR: SECURITY AND DATA; TAXES

1. Security and Data Privacy

a. Buyer's Security. Buyer will implement reasonable and appropriate measures designed to secure access to:

- (i) any device associated with Buyer and utilized in connection with Buyer's purchase of TWQ Tokens;
- (ii) private keys to Buyer's wallet or account; and
- (iii) any other username, passwords or other login or identifying credentials.

In the event that Buyer is no longer in possession of Buyer's private keys or any device associated with Buyer's account or is not able to provide Buyer's login or identifying credentials, Buyer may lose all of Buyer's TWQ Tokens and/or access to Buyer's account. The Company or the 3rd party exchange launchpad are under no obligation to recover any TWQ Tokens and Buyer acknowledges, understands and agrees that all purchases of TWQ Tokens are non-refundable and Buyer will not receive money or other compensation for any TWQ Tokens purchased.

b. Additional Information. Upon Company's or the 3rd party exchange Launchpad's requests. Buyer will immediately provide to Company or the 3rd party exchange Launchpad the information and documents that Company or the 3rd party exchange Launchpad, in its sole discretion, deems necessary or appropriate to comply with any laws, regulations, rules or agreements, including without limitation judicial process. Such documents include, but are not limited to, passport, driver's license, utility bills, photographs of associated individuals, government identification cards, or sworn statements. Buyer consents to Company or the 3rd party exchange Launchpad disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements. Buyer acknowledges that the Company or the 3rd party exchange Launchpad may refuse to distribute TWQ Tokens to Buyer until such requested information is provided.

2. Taxes

Buyer acknowledges, understands and agrees that: (a) the purchase and receipt of TWQ Tokens may have tax consequences for Buyer; (b) Buyer is solely responsible for Buyer's compliance with Buyer's tax obligations; and (c) Company bears no liability or responsibility with respect to any tax consequences to Buyer.

ARTICLE FIVE: REPRESENTATIONS AND WARRANTIES OF BUYER

By buying TWQ Tokens, Buyer represents and warrants to the Company that:

1. Not a Cayman Islands, U.S. Person

Buyer is not a Cayman Islands and U.S. person.

2. Authority

Buyer has all requisite power and authority to execute and deliver this Agreement, to use the TWQ Token, purchase TWQ Tokens, and to carry out and perform its obligations under this Agreement.

a. If an individual, Buyer is at least 18 years old and of sufficient legal age and capacity to purchase TWQ Tokens.

b. If a legal person, Buyer is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business.

3. No Conflict

The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice: (a) any provision of Buyer's organizational documents, if applicable; (b) any provision of any judgment, decree or order to which Buyer is a party, by which it is bound, or to which any of its material assets are subject; (c) any material agreement, obligation, duty or commitment to which Buyer is a party or by which it is bound; or (d) any laws, regulations or rules applicable to Buyer.

4. No Consents or Approvals

The execution and delivery of, and performance under, this Agreement require no approval or other action from any governmental authority or person other than Buyer.

5. Buyer Status

Buyer is not subject to any of the disqualifying events listed in Rule 506(d)(1) of Regulation D under the United States Securities Act of 1933 (a "Buyer Event"), and there is no proceeding or investigation pending or, to the knowledge of Buyer, threatened by any governmental authority, that would reasonably be expected to become the basis for a Buyer Event.

6. Buyer Knowledge and Risks of Project

Buyer has sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, to be able to evaluate the risks and merits of Buyer's purchase of TWQ Tokens, including but not limited, to the matters set forth in this Agreement, and is able to bear the risks thereof, including loss of all amounts paid, loss of TWQ Tokens, and liability to the Company and others for its acts and omissions, including with limitation those constituting breach of this Agreement, negligence, fraud or willful misconduct. Buyer has obtained sufficient information in order to make an informed decision to purchase TWQ Tokens.

7. Funds & Payment

a. Funds

The funds, including any fiat, virtual currency or cryptocurrency, Buyer uses to purchase TWQ Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Buyer will not use the TWQ Tokens to finance, engage in, or otherwise support any unlawful activities.

b. Payments

All payments by Buyer under this Agreement will be made only in Buyer's name, from a digital wallet or bank account not located in a country or territory that has been designated as a "non-cooperative country or territory" by the United States Financial Action Task Force, and is not a "foreign shell bank" within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 et seq.), as amended, and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.

8. Miscellaneous Regulatory Compliance

a. Anti-Money Laundering: Counter-Terrorism Financing

To the extent required by applicable law, Buyer complies with all anti-money laundering and counterterrorism financing requirements.

b. Sanctions Compliance

Neither Buyer, nor any person having a direct or indirect beneficial interest in Buyer or TWQ Tokens being acquired by Buyer, or any person for whom Buyer is acting as agent or nominee in

connection with TWQ Tokens, is the subject of sanctions administered or enforced by any country or government (collectively, "Sanctions") or is organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions.

ARTICLE SIX: DISCLAIMERS

1. Buyer expressly acknowledges, understands and agrees that Buyer is using the TWQ Token and purchasing TWQ Tokens at the Buyer's sole risk and that the TWQ Tokens are each provided, used and acquired on an "AS IS" and on an "AS AVAILABLE" basis without representations, warranties, promises or guarantees whatsoever of any kind by Company and Buyer shall rely on its own examination and investigation thereof.

2. No Representation or Warranty

(A) COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; AND (B) WITH RESPECT TO THE TWQ TOKENS, COMPANY SPECIFICALLY DOES NOT REPRESENT AND WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NON INFRINGEMENT, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

ARTICLE SEVEN: RISKS

TWQ TOKENS MAY HAVE NO VALUE. BUYER MAY LOSE ALL AMOUNTS PAID.

Buyer has carefully reviewed, acknowledges, understands and assumes the following risks, as well as all other risks associated with the TWQ Tokens (including those not discussed herein), all of which could render the TWQ Tokens worthless or of little value:

1. Token Rights, Functionality and Features

TWQ Tokens uses, purpose, attributes, functionalities or features, express or implied are solely must be seen as a a staking mechanism to apply for financing on the iP2PGlobal Platform.

2. Tokens distribution

The distribution of TWQ Tokens will occur at the end of the Token IEO Crowdsale period during the TWQ Distribution Period.

3. 3rd Party Exchange Delay Risk

There may be delay in the distribution of the TWQ Tokens by the 3rd party exchange Launchpad, Buyer acknowledges and understands that the Company does not any say in the distribution process by the 3rd party exchange.

4. Ability to Transact or Resell

Buyer may be unable to sell or otherwise transact in TWQ Tokens at any time, or for the price Buyer paid. By using the TWQ Token or by purchasing TWQ Tokens, Buyer acknowledges, understands and agrees that:

- (a) TWQ Tokens may have no value;
- (b) there is no guarantee or representation of liquidity for the TWQ Tokens; and
- (c) the Company is not and shall not be responsible for or liable for the market value of TWQ Tokens, the transferability and/or liquidity of TWQ Tokens and/or the availability of any market for TWQ Tokens through third parties or otherwise.

6. Token Security

TWQ Tokens may be subject to expropriation and/or theft. Hackers or other malicious groups or organizations may attempt to interfere with the TWQ Token, the TWQ Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Ethereum platform rests on open source software and TWQ Tokens are based on open source software, there is the risk that Ethereum smart contracts may contain intentional or unintentional bugs or weaknesses which may negatively affect the TWQ Tokens or result in the loss of Buyer's TWQ Tokens, the loss of Buyer's ability to access or control Buyer's TWQ Tokens or the loss of ETH in Buyer's account. In the event of such a software bug or weakness, there may be no remedy and holders of TWQ Tokens are not guaranteed any remedy, refund or compensation.

7. Access to Private Keys

TWQ Tokens purchased by Buyer may be held by Buyer in Buyer's digital wallet, Buyer's wallet with a 3rd party exchange or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with Buyer's digital wallets or vault storing TWQ Tokens will result in loss of such TWQ Tokens, access to Buyer's TWQ Token balance and/or any initial balances in blockchains created by third parties. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallets or vault service Buyer uses, may be able to misappropriate Buyer's TWQ Tokens. Company is not responsible for any such losses.

8. New Technology

The iP2PGlobal Platform and all of the matters set forth in the White Paper are new and untested. The iP2PGlobal Platform might not be capable of completion, implementation or adoption. Buyer should not rely on the iP2PGlobal Platform or the ability to receive financing associated with the iP2PGlobal Platform in the future. Even if the iP2PGlobal Platform is completed, implemented and adopted, it might not function as intended, and the TWQ Tokens associated with the iP2PGlobal Platform may not have functionality that is desirable or valuable.

9. Reliance on Third-Parties

Even if completed, the iP2PGlobal Platform will rely partly, on third parties to adopt and implement it and to continue to develop, supply, and otherwise support it. There is no assurance or guarantee that those third parties will complete their work, properly carry out their obligations, or otherwise meet anyone's needs, all of which might have a material adverse effect on the iP2PGlobal Platform.

10. Exchange & Counterparty Risks

In order to purchase TWQ Tokens, Buyers will have to open an account with the 3rd party exchange in order to access the Launchpad, if Buyer chooses to maintain or hold TWQ Tokens through a cryptocurrency exchange wallet, Buyer's TWQ Tokens may be stolen or lost, therefore by using the TWQ Token and/or by purchasing TWQ Tokens, Buyer acknowledges and agrees that Buyer in sending funds to its account with the 3rd party exchange and/or continue to hold the TWQ Tokens in the 3rd party exchange account at Buyer's own and sole risk.

11. Changes to the iP2PGlobal Platform

The iP2PGlobal Platform will undergo development and may have significant changes over time. Although Company intends for the iP2PGlobal Platform to have the features and specifications set forth in the White Paper, Company may make changes to such features and specifications for any number of reasons, any of which may mean that the iP2PGlobal Platform does not meet Buyer's expectations.

12. Project Completion

The development of the iP2PGlobal Platform may be abandoned for a number of reasons, including, but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.

13. Lack of Interest

Even if the iP2PGlobal Platform is finished and launched, the ongoing success of the iP2PGlobal Platform relies on the interest and participation of third parties like the borrowers and lenders. There can be no assurance or guarantee that there will be sufficient interest or participation in the iP2PGlobal Platform.

14. Uncertain Regulatory Framework

The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how, when or whether government authorities will regulate such technologies. It is likewise difficult to predict how or whether any government authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact TWQ Tokens in various ways, including, for example, through a determination that TWQ Tokens are regulated financial instruments that require registration. Company may cease the distribution of TWQ Tokens, the development of the iP2PGlobal Platform or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

17. Risk of Government Action

As noted above, the industry in which Company operates is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of Company and/or pursue enforcement actions against Company. Such governmental activities may or may not be the result of targeting Company in particular. All of this may subject Company to judgments, settlements, fines or penalties, or cause Company to restructure its operations and activities or to cease offering certain products or services, all of which could harm Company's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the TWQ Tokens and/or the development of the iP2PGlobal Platform.

18. Lack of Liquidity

Company cannot and does not guarantee market liquidity for TWQ Token and therefore there may be periods of time in which TWQ Token is difficult to buy and/or sell. Additionally, due to different regulatory dictates in different jurisdictions and the inability of citizens of certain countries to open accounts at exchanges located anywhere in the world, the liquidity of TWQ Token may be markedly different in different countries and this would likely be reflected in significant price discrepancies. By purchasing TWQ, you expressly acknowledge and represent that you fully understand that TWQ Token may experience volatility in pricing and will not seek to hold Company liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to, the sale of TWQ Token.

ARTICLE EIGHT: LIMITATION OF LIABILITY; INDEMNIFICATION

1. Limitation of Liability

To the fullest extent permitted by applicable law, Buyer disclaims any right or cause of action against the Company of any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part of any Company. The Company shall not be liable to Buyer for any type of Damages, even if and notwithstanding the extent a Company has been advised of the possibility of such Damages. Buyer agrees not to seek any refund, compensation or reimbursement from a Company, regardless of the reason, and regardless of whether the reason is identified in this Agreement.

2. Damages

In no circumstances will the aggregate joint liability of the Company, whether in contract, warrant, tort or other theory, for Damages to Buyer under this Agreement exceed the amount received by Company from Buyer.

3. Force Majeure

Buyer understands and agrees that Company shall not be liable and disclaims all liability to Buyer in connection with any force majeure event, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.

4. Release

To the fullest extent permitted by applicable law, Buyer releases the Company 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 Buyer and the acts or omissions of third parties.

5. Indemnification

a. To the fullest extent permitted by applicable law, Buyer will indemnify, defend and hold harmless and reimburse the Company from and against any and all actions, proceedings, claims, Damages, demands and actions (including without limitation fees and expenses of counsel), incurred by a Company arising from or relating to: (i) Buyer's purchase or use of TWQ Tokens; (ii) Buyer's responsibilities or obligations under this Agreement; (iii) Buyer's breach of or violation of this Agreement; (iv) any inaccuracy in any representation or warranty of Buyer; (v) Buyer's violation of any rights of any other person or entity; and/or (vi) any act or omission of Buyer that is negligent, unlawful or constitutes willful misconduct.

b. Company reserves the right to exercise sole control over the defense, at Buyer's expense, of any claim subject to indemnification under this Section 8.5. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Buyer and Company.

ARTICLE NINE: MISCELLANEOUS

1. Governing Law and Venue

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the Cayman Islands, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.

2. Assignment

Buyer shall not assign this Agreement without the prior written consent of Company. Any assignment or transfer in violation of this Section will be void. Company may assign this Agreement to an affiliate. Subject to the foregoing, 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.

3. Entire Agreement

This Agreement, including the exhibits attached hereto and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by any Company about the TWQ Tokens and the iP2PGlobal Platform.

4. Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the provision shall be modified to make it valid and, to the extent possible, effectuate the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

5. Modification of Agreement

Company may modify this Agreement at any time by posting a revised version on the Website, available at <https://www.ip2pglobal.io>. The modified terms will become effective upon posting. It is Buyer's responsibility to check the Website regularly for modifications to this Agreement. This Agreement was last modified on the date listed at the beginning of this Agreement.

6. Termination of Agreement: Survival

This Agreement will terminate upon the completion of all sales in the TWQ Token Distribution. Company reserves the right to terminate this Agreement, in its sole discretion, in the event that Buyer breaches this Agreement. Upon termination of this Agreement: (a) all of Buyer's rights under this Agreement immediately terminate; (b) Buyer is not entitled to a refund of any amount paid; and (c) Articles 3, 4, 6, 7, 8 and 9 will continue to apply in accordance with their terms.

7. No Waivers

The failure by Company to exercise or enforce any right or provision of this Agreement will not constitute a present or future waiver of such right or provision nor limit Company's right to enforce such right or provision at a later time. All waivers by Company must be unequivocal and in writing to be effective.

8. No Partnership: No Agency: No Third Party Beneficiaries

Nothing in this Agreement and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose. No Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party. This Agreement does not create any third party beneficiary rights in any person.

9. Electronic Communications

Buyer agrees and acknowledges that all agreements, notices, disclosures and other communications that Company provides Buyer pursuant to this Agreement or in connection with or related to Buyer's purchase of TWQ Tokens, including this Agreement, may be provided by Company, in its sole discretion, to Buyer, in electronic form.