

FORGE Token ICO General Terms and Conditions

Please read these FORGE Token ICO General Terms and Conditions (hereinafter, these “**Terms and Conditions**”) carefully, as they set out our and your legal rights and obligations in relation to sale of our cryptographic tokens – the FORGE Tokens (hereinafter, the “**FORGE Token ICO**”). You will be asked to agree to these Terms and Conditions before participating in the FORGE Token ICO.

Please note that we have added an [Annex I](#) to these Terms and Conditions in order to notify you of important risks relating to purchase, sale and use of the FORGE Tokens sold during the FORGE Token ICO as specified herein. [Annex I](#) is an integral part of these Terms and Conditions, and by agreeing to these Terms and Conditions, you confirm that you have read [Annex I](#) and that you are aware of and acknowledge the risks specified therein.

These Terms and Conditions are available in the English language only. You should print a copy of these Terms and Conditions for future reference. We will not file a copy specifically in relation to you, and they may not be accessible on our website in the future.

1. Definitions

1.1. **Account** – an account required to set up by the Participant on the Website in order to participate in the FORGE Token ICO.

1.2. **Accredited Investor** - Person as defined in Rule 501 of Regulation D of the Securities Act.

1.3. **Bounty Programs** – bounty programs initiated by the Initiator which will offer compensation to participants in such programs. Compensation will be paid to the participants of the Bounty Programs in FORGE Tokens reserved for that purpose.

1.4. **FORGE Smart Contracts** – an Ethereum smart contracts developed for the Initiator, which handles payments for FORGE Tokens and distributes the relevant FORGE Tokens to the Participants. A copy of the FORGE Smart Contracts is available at:

https://bitbucket.org/golov_evgeniy/smart-contracts

1.5. **Content** - Content and other materials contained on the Website, including, without limitation, the FORGE Token logos and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof.

1.6. **Encumbrance** - in relation to any FORGE Token or to ETH, means any lien, charge, mortgage, pledge, option, rights of pre-emption, hypothecation, claims, restrictions on

transfer, encumbrances, priority or security interest, over or in such FORGE Token or ETH, or any agreement or arrangement for or to similar effect.

1.7. **End Date** – 2nd of June 2018 at 12:00 PM (12:00) UTC, or the date when the sum of 61 570 000 FORGE Tokens are sold by the Initiator through selling FORGE Tokens, whichever occurs first.

1.8. **ETH** – Ethereum cryptocurrency.

1.9. **Force Majeure Event** – an event, or a series of related events, that is outside the reasonable control of the party affected (including but not limited to failures of or problems with the Internet or a part of the Internet, hacker attacks, virus or other malicious software attacks, Ethereum network failures, power failures, industrial disputes affecting any third party, changes to Laws, disasters, explosions, fires, floods, riots, terrorist attacks and wars).

1.10. **Governmental Authority** - any nation or government, any state or other political subdivision thereof, any entity exercising legislative, executive, judicial or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization. For the avoidance of doubt, Governmental Authority may include private bodies exercising quasi-governmental, regulatory or judicial-like functions to the extent they relate to either party, the FORGE Tokens and/or the FORGE Token ICO.

1.11. **Initiator** – the company initiating the FORGE Token ICO, FORGE Token pre-ICO, established in the British Overseas Territory of Gibraltar.

1.12. **Launch Date** – 2nd of April 2018 at 12:00 PM (12:00) UTC.

1.13. **Laws** - laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders and decrees of any Government Authority, including amendments thereto.

1.14. **Loss** – damages, claims, applications, loss, injuries, delays, accidents, costs, business interruptions, expenses (including, without limitation, counsel or legal fees or the costs of any claim or suit), any incidental, direct, indirect, general, special, punitive, exemplary, special or consequential damages, any loss of goodwill, profits or revenue or any other economic loss, any loss of cryptocurrency or digital assets, any work stoppage, data loss, computer failure or malfunction, or any other commercial or other loss.

1.15. **Organizational Documents** - the articles of incorporation, certificate of incorporation, charter, by-laws, articles of formation, certificate of formation, regulations, operating agreement, certificate of limited partnership, partnership agreement and all other similar documents, instruments or certificates executed, adopted or filed in connection with the creation, formation or organization of a Person, including any amendments thereto.

1.16. **Participant** – anyone who subscribes to the Website and purchases FORGE Tokens

via the FORGE Smart Contract during the FORGE Token ICO.

1.17. **Person** – an individual or legal entity or person, including without limitation a Governmental Authority.

1.18. **Privacy Policy** – set of rules that the Initiator will apply to the processing of Participant's information. The Privacy Policy is accessible on the Website. Please be informed that you agree to the Privacy Policy by using the Website or participating in the FORGE Token ICO. If you do not agree with the Privacy Policy, you should refrain from using the Website and any services or activities provided by the Initiator via or in connection to the Website.

1.19. **Securities Act** - the U.S. Securities Act of 1933, as amended.

1.20. **Subscribing** – act of providing personal data to the Initiator through a form made available on the Website. Subscribing is a prerequisite for the Participant to get information about participation in FORGE Token ICO.

1.21. **U.S. Person** - person as defined in Rule 902(k) of Regulation S of the Securities Act.

1.22. **UTC** – Coordinated Universal Time.

1.23. **ForgeCDN** – a fog computing AI-driven decentralized CDN with blockchain-based payment via FORGE Tokens system. For specifications please refer to FORGE Tokens Whitepaper.

1.24. **FORGE Tokens** – utility tokens created based on the ERC-20 standard Ethereum token and stored and distributed to the Participants by means of the FORGE Smart Contract.

1.25. **FORGE Token ICO** – the public sale of FORGE Tokens.

1.26. **FORGE Tokens Whitepaper** – informational document issued by the Initiator highlighting the Initiator's blockchain development strategy, available at the Initiator's Website.

1.27. **Website** – <http://forgecdn.io>; <http://4gcdn.com> the portal through which information about ForgeCDN is distributed, including information about the FORGE Token ICO, and all subdomains and all other respective pages of the same.

2. General Provisions

2.1. By Subscribing the form at our Website at <http://forgecdn.io> and/or purchasing FORGE Tokens, you confirm that you have read and understand the FORGE Tokens Whitepaper and these Terms and Conditions, agree to these Terms and Conditions, and undertake to comply with the provisions of these Terms and Conditions.

2.2. These Terms and Conditions shall be effective as of the date on which they are accepted by the Participant as described in Section 2.1 above, and with the purpose of paying for the ForgeCDN service via the FORGE Token ICO.

2.3. The Initiator reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms and Conditions at any time, and any such amendments shall be effective immediately upon publication on the Website. By continuing to use the Website and participating in the FORGE Token ICO, you accept such amendments.

2.4. If you do not agree to these Terms and Conditions, you must refrain from Subscribing to the Website and participating in the FORGE Token ICO.

3. FORGE Token ICO for FORGE Tokens and provisions of using the Website

3.1. During the FORGE Token ICO, 47,000,000 (forty seven million) FORGE Tokens out of 61,570,000 (sixty one million five hundred seventy thousand) will be made available to the Participants to purchase in exchange for ETH. FORGE Tokens sold during the FORGE Token ICO can be used by the Participants as described in the FORGE Tokens Whitepaper.

3.2. To participate in the FORGE Token ICO, the Participant needs to Subscribe to the Website by providing the Participant's e-mail address. If the Participant is a U.S. Person, then such Participant will also be required to be verified as an Accredited Investor, and will be required to submit documentation to prove the Participant's status as an Accredited Investor. Additional information may be provided at the Participant's discretion. The Initiator shall then contact the Participant and provide information about setting up an Account on the Website. Initiator may enable means that would allow setting up an Account on the Website without the need to Subscribe to the Website first. Please be informed that you should refrain from Subscribing and/or setting up an Account if you do not agree with these Terms and Conditions or the Privacy Policy. Each Participant must have an Account on the Website in order to participate in the FORGE Token ICO.

3.3. The Participant will be able to transfer ETH to the Participant's account. Once the transferred ETH are available in the Participant's Account, the Participant may use them to purchase FORGE Tokens. However, the mere transfer of ETH to the Participant's Account does not represent the purchase of FORGE Tokens. FORGE Tokens can only be purchased during the official FORGE Token ICO as described in Section 5 of these Terms and Conditions.

3.3.1. FORGE Tokens purchased by the Participant will be transferred to the Participant's Account once they have been issued by the Initiator Pursuant to Section 4 of these Terms and Conditions. The Participant shall be responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism the Participant decides to use to receive and hold FORGE Tokens outside of the Participant's Account, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If the Participant's private key(s) or other access credentials are lost, the Participant may lose

access to any FORGE Tokens the Participant has purchased. The Initiator shall not be responsible for any such losses.

3.3.2. The Participant warrants and represents that all information the Participant provided when creating an Account on the Website is current, complete and accurate. The Participant agrees to promptly notify the Initiator of any changes to any information that would cause the information provided to no longer be current, complete or accurate. The Participant also warrants and represents that the Participant understands that no Account will be fully created until the identity and email address of the Participant (and, if the Participant is a U.S. Person, the Participant's status as an Accredited Investor) has been confirmed in a manner deemed suitable by Initiator.

3.3.3. The Participant must ensure that the Participant's Account will be exclusively accessed by that Participant. The Participant is not allowed to transfer the right of use of the Participant's Account or disclose any log-in credentials to a third party without the Initiator's written consent. Full responsibility for any activity that occurs through the use of the Participant's Account belongs to that Participant. In case of an event which is suspected by the Participant to be a security breach or vulnerability related to the Website or Participant's Account, the Participant must notify the Initiator immediately.

3.4. In order to participate in the FORGE Token ICO and receive FORGE tokens, the Participant must have a personal wallet that supports ERC-20 standard Ethereum tokens. The Participant shall not use an exchange account. The Initiator shall have the right to prescribe additional guidance regarding specific wallet requirements.

3.5. The FORGE Token ICO will be concluded through the FORGE Smart Contract. The Initiator shall accept qualifying purchases through the FORGE Smart Contract, and the FORGE Smart Contract will issue FORGE Tokens for the purchases thus accepted.

3.6. Failure to follow the FORGE Token ICO instructions as provided in these Terms and Conditions or on the Website may limit, delay, or prevent the Participant from purchasing FORGE Tokens. Should this happen, the Initiator shall in no event be held liable for any costs or damages arising for the Participant or any other persons.

3.7. Initiator shall put its best efforts into developing and/or delivering the FORGE Tokens and the FORGE Token ICO, but does not guarantee the completion of such development or delivery.

3.8. The Participant shall be hereby granted a license to all content and other materials contained on the Website with following restrictions:

3.8.1. Unless otherwise indicated in writing by Initiator, the Website and all Content are the proprietary property of the Initiator or the Initiator's licensors or users, as applicable, and are protected by international copyright laws.

3.8.2. Each Participant is hereby granted a limited, nonexclusive, non-transferable, non-sub-licensable license to access and use the Website and Content. However, such

license does not include any right to (a) sell, resell or use commercially the Website or Content, (b) distribute, publicly perform or publicly display any Content, (c) modify or otherwise make any derivative uses of the Website or Content, or any portion thereof, (d) use any data mining, robots or similar data gathering or extraction methods, (e) download (other than the page caching) any portion of the Website or Content, except as expressly permitted by the Initiator, or (f) use the Website or Content other than for their intended purposes. Any use of the Website, or Content other than as specifically authorized herein, without the prior written permission from the Initiator, is strictly prohibited and will automatically terminate the license granted herein. Such unauthorized use may also violate applicable Law, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated by Initiator, nothing in Sections 3.8.1 to 3.8.3. shall be construed as conferring any right or license to any patent, trademark, copyright or other proprietary rights of the Initiator or any third party. This license is revocable at any time.

3.8.3. Notwithstanding anything to the contrary stated in Sections 3.8.1. to 3.8.3., the Website and Content may include software components provided by the Initiator or a third party that are subject to separate license terms, in which case those license terms will govern such software components.

4. Issuing FORGE Tokens

4.1. The Initiator will issue a total of 61,570,000 (sixty one million five hundred seventy thousand) FORGE Tokens. From all of the FORGE Tokens issued, 47,000,000 (forty seven million) FORGE Tokens will be sold, 9,400,000 (nine million four hundred thousand) FORGE Tokens will be hold by the Initiator for the team; 4,700,000 (four million seven hundred thousand) FORGE Tokens will be hold for the operating activities, 470,000 (four hundred and seventy thousand) FORGE Tokens will be issued in Bounty Program. See the FORGE Tokens Whitepaper for further details.

4.2. From all of the FORGE Tokens issued, 47,000,000 (forty seven million) FORGE Tokens will be made available for purchase by the Participants during the FORGE Token ICO between the Launch Date and the End Date.

5. Purchase and Sale of FORGE Tokens during the FORGE Token ICO

5.1. During the FORGE Token ICO, FORGE Tokens will be sold for ETH in the following two stages. The Initiator will not accept any cryptocurrencies other than ETH. In each stage, the amount of FORGE Tokens received by a Participant for 1 ETH will vary as follows:

5.1.1. First stage: 12:00 PM UTC 2 April - 12:00 PM UTC 29 April – Base price shall be 1500 FORGE Tokens for 1 ETH. 10 ETH or more purchase gives an additional amount of FORGE Tokens free of charge. The exact additional amount of such free of charge FORGE Tokens to be determined between the Initiator and the Participant in a private or public

communication, including but not limited to social media and messenger channel announcement(s) made by the Initiator, e-mail(s) and telephone conversation(s);

5.1.2. Second stage: 12:00 PM UTC 30 April - 12:00 PM UTC 2 June – Base price shall be 1000 FORGE Tokens for 1 ETH;

5.2. The minimum amount of FORGE Tokens that can be purchased during the FORGE Token ICO by a Participant in one purchase is the amount that equals 0,5 ETH.

5.3. The Initiator reserves the right to change the Launch Date or End Date at its absolute discretion. Any such changes shall be published on the Website.

5.4. The Initiator may distribute additional free of charge FORGE Tokens to a Participant, subject to changes in FORGE Token additional distribution (bonus) conditions. Any such changes shall be published on the Website.

5.5. The Participant shall pay the purchase price for the desired amount of the FORGE Tokens by sending the correct quantity of ETH to the unique address displayed to the Participant on the Website (the FORGE Smart Contract address). The purchase shall be conducted through the FORGE Smart Contract. The purchase of the FORGE Tokens shall not be guaranteed until the Initiator has received the full amount of the purchase price in ETH.

5.6. The Participant shall have the right to purchase an unlimited quantity of FORGE Tokens until all of the FORGE Tokens issued for the FORGE Token ICO have been purchased, on a first-come-first-serve basis.

5.7. Knowledge of the unique address or unique order identification combination shall not constitute a purchase receipt or indicate in any way that any party with such knowledge shall have a right to the ownership of the FORGE Tokens.

5.8. FORGE Tokens purchased by the Participant will be distributed to the Participant by the FORGE Smart Contract within 24 hours after the respective purchase of FORGE Tokens. The purchased FORGE Tokens shall be transferrable within 24 hours from the End Date, subject to those transfer restrictions set forth in these Terms and Conditions. The Participant shall have the right to transfer FORGE Tokens on any exchange platform where it is possible and allowed and subject to those transfer restrictions set forth in these Terms and Conditions.

5.9. The Participant will be able to check the status of the Participant's FORGE Tokens purchase on the Participant's personal wallet or respective website. FORGE shall not publish or make available a Participant's personal FORGE Tokens purchase status on the Website.

5.10. The Initiator shall only publish the status of FORGE Token ICO in general on the

Website, i.e., the amount of purchased FORGE Tokens and its proportion of the total amount of FORGE Tokens.

5.11. FORGE Tokens shall not impart on the Participant any express or implied proprietary rights, obligations or contract rights, including but not limited to intellectual property rights. Participating in the FORGE Token ICO, purchasing FORGE Tokens, or receiving and holding FORGE Tokens does not grant the Participant any decision-making power, including, but not limited to, in relation to development, governance, or the role, conduct or performance of the Initiator.

5.12. The Initiator shall monitor all potential transactions for attempts to double-spend cryptocurrency or cryptographic FORGE Tokens during FORGE Token ICO. Any double-spends detected shall result in the cancellation of the FORGE Token issued to the relevant Participant at any stage of the FORGE Token ICO. The relevant Participant shall not be reimbursed for any costs he/she bears related to the FORGE Token ICO.

6. Cancellation and Refund Policy

6.1. If the FORGE Tokens distributed by the End Date have accumulated funds that amount to less than \$ 1,000,000 (one million US dollars) by the End Date, the FORGE Token ICO will be deemed unsuccessful, and each Participant shall have the right to a full refund. In order to obtain a refund, the Participant must call the refund function on the FORGE Smart Contract. Thereafter, the respective amount of ETH will be automatically transferred back to the Participant, and the respective amount of FORGE Tokens will be destroyed. Using the refund is optional for the Participant. The Initiator shall not be required to provide a refund for any reason other than as set forth in this Section 6.1.

6.2. The Participant shall not have the right to withdraw from the FORGE Token ICO after the Launch Date.

6.3 All purchases of FORGE Tokens are final and non-refundable, unless the amount of funds specified in section 6.1. is not reached by the End Date.

6.4. All costs connected with any refund transactions shall be borne by respective Participant.

7. FORGE Token ICO on the FORGE Smart Contract and Authorized Exchanges

7.1. The Initiator shall conduct the FORGE Token ICO via the FORGE Smart Contract only.

7.2. Any third-party website or service that is not the FORGE Smart Contract and that takes payments for FORGE Tokens during the FORGE Token ICO, provides FORGE Tokens during the FORGE Token ICO, or facilitates purchases of FORGE Tokens in any way during the FORGE Token ICO, is not in any way supported or endorsed by the Initiator and has no relationship in any way to the Initiator.

7.3. The only official and authorized FORGE Token ICO website URL operated by the Initiator is <https://forgecdn.io>. The Participant shall ensure that the URL of the Participant's web browser indicates that it is using a hypertext transport protocol secure connection ("https") and that the domain name is correct.

7.4. The Participant shall not hold the Initiator liable for any Loss arising out of, or in any way connected to the Participant's participation in the FORGE Token ICO, purchase of FORGE Tokens, or receiving and holding FORGE Tokens in any manner other than via the FORGE Smart Contract during the FORGE Token ICO.

8. Representations, Warranties, and Acknowledgments of the Participant

8.1. By participating in the FORGE Token ICO, the Participant represents, warrants and covenants to the Initiator, as of the day that the Participant first Subscribes to the Website and/or purchases any FORGE Tokens, that:

8.1.1. If the Participant is a U.S. Person, then the Participant represents that the Participant is an Accredited Investor and has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the purchase of FORGE Tokens. The Participant understands that that the Participant will be required to provide documentation to the Initiator and/or the Initiator's authorized agent to verify the Participant's status as an Accredited Investor and failure to provide such documents will disqualify the Participant from purchasing FORGE Tokens and the Initiator will not sell FORGE Tokens to Participants who fail to verify their status as an Accredited Investor;

8.1.2. If the Participant is not a Person as described in section 8.1.1. above, the Participant represents that the Participant is not a U.S. Person;

8.1.3. To the extent that the Participant is a corporation, that the Participant is a corporation duly organized, validly existing and in good standing under the laws of the Participant's country of incorporation, and has all requisite corporate power and authority to carry on the transactions contemplated of the Participant under these Terms and Conditions;

8.1.4. The Participant has all requisite power, legal right, and authority to enter into and perform the Participant's obligations under these Terms and Conditions and to purchase the FORGE Tokens, and these Terms and Conditions will constitute a legal, valid and binding obligation of Participant enforceable against Participant in accordance with its terms, except that such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar laws of general application relating to or affecting creditors' rights generally and by equitable principles (regardless of whether enforcement is sought in a proceeding in equity or at law);

8.1.5. The performance of the Participant's obligations under these Terms and Conditions will not result in (i) any violation of, be in conflict with in any material respect, or constitute a material default under, with or without the passage of time or the giving of notice (A) to the extent the Participant is a corporation, any provision of the Participant's Organizational

Documents; (B) any provision of any permit, franchise, judgment, decree or order to which the Participant is a party, by which it is bound, or to which any of its material assets are subject; (C) any material contract, obligation, or commitment to which the Participant is a party or by which it is bound; or (D) any Laws applicable to the Participant, or (ii) the creation of any Encumbrance upon any material assets of the Participant;

8.1.6. The performance of the Participant's obligations under these Terms and Conditions requires no approval or other action from any Governmental Authority or Person;

8.1.7. The Participant is not purchasing FORGE Tokens with a view to sale or in connection with any distribution, in whole or in part. The Participant will not, directly or indirectly, transfer FORGE Tokens except in accordance with applicable Laws and the provisions of these Terms and Conditions. The Participant understands that the Participant must bear the economic risk of the Participant's purchase of FORGE Tokens for an indefinite period of time. The Participant also understands that to the extent FORGE Tokens are securities under the laws of any jurisdiction in which FORGE Tokens are to be traded or subject of transfers, such trades or transfers of FORGE Tokens may be restricted by such laws;

8.1.8. The Participant has received a copy of the current FORGE Tokens Whitepaper prepared in relation to the FORGE Token ICO and has carefully read it. The Participant acknowledges that the FORGE Tokens Whitepaper may change during the time leading up to the Launch Date, and the Participant accepts the obligation to promptly read and review new versions of the FORGE Tokens Whitepaper, which will be made available to the Participant at the Initiator's Website.

8.1.9. The Participant has such knowledge and experience in financial matters, business and technology, including but not limited to blockchain technology and blockchain based software systems, cryptocurrencies, cryptographic tokens and other considerations relating thereto to be able to evaluate the risks and merits of (a) the FORGE Token ICO and (b) the FORGE Tokens to be purchased by the Participant pursuant to the terms of these Terms and Conditions, including but not limited to the risks outlined in Annex I hereto, and is able to bear such risks;

8.1.10. The Participant understands that the FORGE Token ICO and the creation and distribution of the FORGE Tokens involve significant risks, including, but not limited to, the risk that (i) the technology associated with the FORGE Token ICO may not function as intended; (ii) the FORGE Token ICO may fail to attract interest or adoption, either from key stakeholders or the broader community; (iii) the Initiator may fail to adequately fund its operations and/or the FORGE Token ICO; (iv) the FORGE Tokens may decrease in value over time and/or lose all monetary value; and (v) the Initiator and/or the FORGE Token ICO may be subject to investigation and enforcement actions from Governmental Authorities, and these Governmental Authorities may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications. Further, the Participant has carefully read and considered the risks and other information relating to the Initiator contained herein, including Annex I hereto. The

Participant acknowledges and understands that that the risks set forth in Annex I are not all of the risks relating to the purchase of FORGE Tokens;

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

8.1.12. To the extent required by applicable Laws, the Participant represents and warrants to the Initiator that the Participant complies with all anti-money laundering and anti-terrorism-financing requirements;

8.1.13. Neither the Participant, nor any person having a direct or indirect beneficial interest in the Participant or the FORGE Tokens being purchased by the Participant, nor any person for whom the Participant is acting, is (i) the subject of sanctions administered or enforced by the United States (including without limitation the U.S. Department of the Treasury's Office of Foreign Asset Control), the United Kingdom, the European Union or any other Governmental Authority (collectively, "**Sanctions**"), (ii) organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions, or (iii) otherwise is a party with which the Initiator is prohibited from dealing under applicable Laws;

8.1.14. The Participant is not participating in the FORGE Token ICO, purchasing FORGE Tokens, or receiving and holding FORGE Tokens for any illegal purpose;

8.1.15. The Participant is not an individual who is a resident of the Republic of Korea, the Republic of Indonesia, the People's Republic of China or Singapore;

8.1.16. The Participant is not a corporation, partnership or other legal entity formed under the laws of the Republic of Korea, the Republic of Indonesia, the People's Republic of China or Singapore;

8.1.17. The Participant is not an agency, branch or office, located in the United States of America or any other foreign jurisdiction, of a corporation, partnership or other legal entity that is formed under laws of the Republic of Korea, the Republic of Indonesia, the People's Republic of China or Singapore;

8.1.18. The Participant is not a trust of which any trustee is described in Sections 8.1.15 to 8.1.17 above;

8.1.19. The Participant is not a legal entity (i) the shares of which are publicly traded on a securities exchange, and (ii) more than 45% of the shares of which are owned by or for the benefit of an individual or entity described in Sections 8.1.15 to 8.1.17 above;

8.1.20. The Participant is not a member of any branch of the military of the Republic of Korea, the Republic of Indonesia, the People's Republic of China or Singapore;

8.1.21. The Participant is not an agent or a fiduciary acting on behalf or for the benefit of an individual or entity described in Sections 8.1.15 to 8.1.17 above;

8.1.22. The Participant's decision to purchase or subscribe for FORGE Tokens was not (i) based, in whole or in part, on the information the Participant received or communications the Participant exchanged while the Participant or the person providing the information or with whom such communication was exchanged was located inside the Republic of Korea, the Republic of Indonesia, the People's Republic of China or Singapore, (ii) made inside the Republic of Korea, the Republic of Indonesia, the People's Republic of China or Singapore, or (iii) communicated to the Initiator from a source within the Republic of Korea, the Republic of Indonesia, the People's Republic of China or Singapore; and

8.1.23. The Participant's purchase of FORGE Tokens is made for the Participant's own account as principal, and is not proceeded, and will not be followed by any effort to create or condition a market of FORGE Tokens.

8.2. The Participant acknowledges and agrees that:

8.2.1. The Participant shall take sole responsibility for any restrictions and/or risks associated with participating in the FORGE Token ICO, purchasing FORGE Tokens, and/or receiving and holding FORGE Tokens, whether referred to in these Terms and Conditions, Annex I hereto, arising under any applicable law, or otherwise;

8.2.2. The Participant is participating in the FORGE Token ICO, purchasing FORGE Tokens, and receiving and holding FORGE Tokens to facilitate the development, testing, deployment, marketing, sales and operation of the ForgeCDN and other accompanying activities;

8.2.3. The proposed outcomes of the ForgeCDN may not be achieved;

8.2.4. FORGE Tokens may not provide the rewards envisaged;

8.2.5. The Participant shall not attempt to gain unauthorized access or hack into, interfere with, disrupt, disable, overburden or otherwise impair the proper working of the Website and/or FORGE Smart Contract;

8.2.6. The Participant shall not violate or attempt to violate the security of the Website and/or FORGE Smart Contract;

8.2.7. The Participant shall not access information or data which he/she is not authorized to access;

8.2.8. The Participant shall promptly provide to the Initiator, upon request, any relevant additional information, which the Initiator may consider necessary for the purpose of providing services to the Participant; and

8.2.9. The Participant shall ensure that any information or content he/she posts, or makes available in any way, or causes to be posted on the Website and/or FORGE Smart Contract

shall be non-confidential and non-proprietary unless expressly indicated otherwise, and not offensive or illegal, and that he/she is be responsible for all such information or content.

9. Warranties of the Initiator

9.1. The Initiator warrants that it will not purchase FORGE Tokens during the FORGE Token ICO. Furthermore, the Initiator warrants that it will not purchase FORGE Tokens from any third party during the period of the FORGE Token ICO.

9.2. In the spirit of openness, and to enable Participants to have as much information as possible to guide their decision-making process, the Initiator will disclose on at least a daily basis on the Website the total number of FORGE Tokens sold, reserved and available for issuance to enable each Participant to develop an understanding of the size of the existing FORGE Tokens pool at the time of the Participant's FORGE Token purchase.

9.3. The Initiator will use all proceeds from the FORGE Token ICO for activities as described in the FORGE Tokens Whitepaper. The Initiator's current estimate of the use of the proceeds is as follows: 20% marketing, 30% sales, 20% research and development, 10% support, 10% operations and 10% reserved for other future expenses of the team. The Initiator reserves the right to change the breakdown of the use of the proceeds from the FORGE Token ICO at any time at its own discretion.

10. Exclusion of Liability

10.1. The Initiator shall not be liable (whether in an action in negligence, contract or tort based on a warranty, or otherwise) for any Loss even if the Initiator or its representatives are advised of the possibility of such Loss, howsoever caused as a result, directly or indirectly, of or arising from or in connection with:

10.1.1. The Participant's participation in the FORGE Token ICO, receiving and holding FORGE Tokens;

10.1.2. Any access, the use of, or inability to access or use, the Website and/or the FORGE Smart Contract;

10.1.3. The Participant's reliance on or use of or inability to use the content and information of the Website and/or the FORGE Smart Contract or any linked website;

10.1.4. Any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure of the Website and/or the FORGE Smart Contract or any linked website;

10.1.5. The cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Website and/or the FORGE Smart Contract;

10.1.6. Unauthorized access to or alteration of the Participant's transmissions or data;

10.1.7. Statements or conduct of any third party on the Website and/or the FORGE Smart Contract; or

10.1.8. Any other matter relating to the Website and/or the FORGE Smart Contract.

11. No Waiver

11.1. The failure of the Initiator to require or enforce strict performance of any provision of these Terms and Conditions or to exercise any right under these Terms and Conditions shall not be construed as a waiver or relinquishment of the Initiator's right to assert or rely upon any such provision or right (or any other provision and/or right contained in this document in its entirety, as the case may be) in that or any other instance. The express waiver by the Initiator of any provision, condition, or requirement of these Terms and Conditions shall not constitute a waiver of any other or future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set out in these Terms and Conditions, no representations, statements, consents, waivers, or other acts or omissions by the Initiator shall be deemed a modification of these Terms and Conditions or be legally binding.

12. Taxation

12.1. The Initiator shall not make any representations concerning the tax implications of participating in the FORGE Token ICO, purchasing FORGE Tokens, or receiving and holding FORGE Tokens.

12.2. The Participant shall bear the sole responsibility for determining or assessing the tax implications of the Participant's participation in the FORGE Token ICO, purchasing FORGE Tokens, or receiving and holding FORGE Tokens in all respects and in any relevant jurisdiction, and bear all tax costs.

12.3. By participating in the FORGE Token ICO, purchasing FORGE Tokens, or receiving and holding FORGE Tokens, to the extent permitted by applicable law, the Participant shall agree that no other party (including, without limitation, the Initiator) may be held liable for any Loss arising out of, or in any way connected to, any tax liability the Participant may incur in connection with the Participant's participation in the FORGE Token ICO, purchasing FORGE Tokens, or receiving and holding FORGE Tokens.

13. "Know Your Customer" and Anti-Money Laundering Provisions

13.1. The Initiator shall reserve the right to conduct "Know Your Customer" and/or anti-money laundering checks and procedures on each Participant as required by applicable Law.

13.2. The Participant undertakes to submit to such checks and procedures, and provide

all the information and confirmations requested by the Initiator to that end. Should the Participant fail or refuse to provide the necessary information and confirmations requested by the Initiator within the specified timeframe, the Initiator may terminate the Participant's right to use the Website and provide services to that Participant without any obligation to refund.

14. Transfer Restrictions

14.1. The issuance and sale of the FORGE Tokens have not been registered under the Securities Act or any other applicable securities laws and, unless so registered, to the extent the FORGE Tokens are deemed to be securities, the FORGE Tokens may not be offered, sold, pledged or otherwise transferred within the United States or to or for the account of any U.S. Person, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and any other applicable securities laws. The FORGE Tokens are being offered and issued only to persons (i) outside the United States in reliance upon Regulation S under the Securities Act or (ii) to U.S. Persons who are Accredited Investors in reliance upon Regulation D under the Securities Act.

14.2. Each Participant will be deemed to represent, warrant, and agree as follows:

14.2.1. If the Participant is an acquirer in a transaction that occurs outside the United States within the meaning of Regulation S, such Participant acknowledges that the Participant may not sell or otherwise transfer the FORGE Tokens at any time to a U.S. Person or for the account or benefit of a U.S. Person within the meaning of Rule 902 under the Securities Act; and

14.2.2. If the Participant is a U.S. Person, such Participant acknowledges that, to the extent the FORGE Tokens are deemed to be securities, unless transferred pursuant to an effective registration statement under the Securities Act with the U.S. Securities and Exchange Commission or an applicable exemption from registration, until one year following the date of the Participant's Purchase of the FORGE Tokens the Participant will not be permitted to offer, sell or transfer the FORGE Tokens.

15. Force Majeure

15.1. The Initiator shall not be liable in any way for failure to perform due to any Force Majeure Event. By participating in the FORGE Token ICO, purchasing FORGE Tokens, or receiving and holding FORGE Tokens, to the extent permitted by the applicable law, the Participant agrees that no other party (including, without limitation, the Initiator) shall be held liable for any Loss arising out of, or in any way connected to, any Force Majeure Event.

16. Severability

16.1. If any provision of these Terms and Conditions is found illegal or unenforceable under a relevant jurisdiction, in whole or in part, such a provision shall be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or

enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions, which shall continue in full force and effect.

17. Applicable Law and Jurisdiction

17.1. The law of the British Overseas Territories shall apply to these Terms and Conditions.

17.2. All disputes arising from these Terms and Conditions will be settled by the negotiations of the parties. If the disputes resulting from these Terms and Conditions could not be settled by the negotiations of the parties within a reasonable timeframe, the dispute will be solved in the Gibraltar court.

18. Miscellaneous

18.1. If these Terms and Conditions are in conflict with the information provided on the Website or any other document, including, but not limited to the FORGE Tokens Whitepaper, these Terms and Conditions shall prevail.

18.2. These Terms and Conditions, the Website, and/or other related documents may be translated into other languages. In case of a conflict between the English and translated versions of the respective document, the English version shall prevail.

ANNEX I

Certain Risks Relating to Purchase, Sale, and Use of the FORGE Tokens

Important Note: *None of the information presented in this Annex I is intended to form a basis for any investment decision, and no specific recommendations are intended. The Initiator expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this Annex I, (ii) any error, omission or inaccuracy in any such information, or (iii) any action resulting from such information.*

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

1. Risk of Losing Access to the FORGE Tokens Due to Loss of Private Key(s), Custodial Error, or Your Error

A private key, or a combination of private keys, is necessary to control and dispose of the FORGE Tokens stored in your digital wallet or vault. Accordingly, loss of the requisite private key(s) associated with your digital wallet or vault storing the FORGE Tokens will result in loss of such FORGE Tokens. Moreover, any third party that gains access to such private

key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your FORGE Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store the FORGE Tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your FORGE Tokens. Additionally, your failure to precisely follow the procedures set forth for buying and receiving the FORGE Tokens, including, for instance, if you provide an incorrect personal wallet address, or provides an address that is not ERC-20 compatible, may result in the loss of your FORGE Tokens.

2. Risks Associated with the Ethereum Protocol

Because the FORGE Tokens and the FORGE Smart Contract are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the FORGE Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the FORGE Tokens, including the utility of the FORGE Tokens for ForgeCDN, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

3. Risk of Mining Attacks

As with other decentralized cryptographic tokens based on the Ethereum protocol, the FORGE Tokens are susceptible to attacks by miners in the course of validating FORGE Token transactions on the Ethereum blockchain, including, but not limited to, double-spend attacks,

majority mining power attacks, and selfish mining attacks. Any successful attacks present a risk to the ForgeCDN and the FORGE Tokens, including, but not limited to, accurate execution and recording of transactions involving the FORGE Tokens.

4. Risk of Hacking and Security Weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with ForgeCDN, the FORGE Smart Contract, the Website or the FORGE 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 FORGE Smart Contract is based on open-source software, there is a risk that a third party or a member of the Initiator team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the FORGE Smart Contract, which could negatively affect ForgeCDN, the FORGE Smart Contract and the FORGE Tokens.

5. Risks Associated with Markets for the FORGE Tokens

The FORGE Tokens could be used for any secondary trading or external valuation of the FORGE Tokens from the End Date. If secondary trading of the FORGE Tokens is facilitated by third-party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third parties do ascribe an external exchange value to the FORGE Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

6. Risk of Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, the FORGE Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss of any amount of FORGE Tokens or loss of utility value, there is no public insurer or private insurance arranged by the Initiator to offer recourse to you.

7. Risks Associated with Uncertain Regulations and Enforcement Actions

The regulatory status of the FORGE Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulations with respect to such technology and its applications, including the FORGE Smart Contract, ForgeCDN and the FORGE Tokens. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to Law or regulations affecting distributed ledger technology and its applications. Regulatory actions could negatively impact the FORGE Smart Contract, ForgeCDN and the FORGE Tokens in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of the FORGE Tokens constitutes unlawful activity or that the FORGE Tokens are a regulated instrument that require registration or licensing of those instruments or some or all of the parties involved in the purchase, sale and delivery thereof. The Initiator may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

8. Risks Arising from Taxation

Tax treatment and characterization of the FORGE Tokens is uncertain. You must seek your own tax advice in connection with purchasing the FORGE Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes, indirect taxes and tax reporting requirements.

9. Risks Associated with the Development and Maintenance of ForgeCDN

ForgeCDN is still under development and may undergo significant changes over time. Although the Initiator intends for the FORGE Tokens and ForgeCDN to function as described in the FORGE Tokens Whitepaper, and intends to take commercially reasonable steps toward those ends, the Initiator may have to make changes to the specifications of the FORGE Tokens or ForgeCDN for any number of legitimate reasons. This could create a risk that the FORGE Tokens or ForgeCDN, as further developed and maintained, may not meet your expectations at the time of purchase. Furthermore, despite our good faith efforts to develop ForgeCDN, it is still possible that ForgeCDN will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact ForgeCDN and the FORGE Tokens, and the potential utility of the FORGE Tokens.

10. Risk of Alternative Networks

It is possible that alternative networks could be established that utilize the same or similar source code and protocol underlying ForgeCDN and attempt to facilitate services that are materially similar to ForgeCDN services. ForgeCDN may compete with these alternative networks, which could negatively impact the ForgeCDN and the FORGE Tokens.

11. Risk of an Unfavorable Fluctuation of ETH Value

If the USD value of ETH fluctuates unfavorably during or after the FORGE Token ICO, we may not be able to fund development, or may not be able to develop or maintain ForgeCDN in the manner that was intended. In addition to the usual market forces, there are several potential events which could exacerbate the risk of unfavorable fluctuation in the value of ETH, including uncertainties created by the lack of resolution to the cryptocurrency scaling debate, the possibility of a so-called “Hard Fork” of cryptocurrency if one of the competing camps in the scaling debate decides to force the issue; another “DAO-like” attack on the Ethereum network; or significant security incidents or market irregularities at one or more of the major cryptocurrency exchanges.

12. Risks Arising from Lack of Governance Rights

Because the FORGE Tokens confer no governance rights of any kind with respect to the Initiator, all decisions involving ForgeCDN or the Initiator itself will be made by the Initiator at its sole discretion, including but not limited to, decisions to discontinue ForgeCDN, to create and sell more FORGE Tokens for use in ForgeCDN, or to sell or liquidate the Initiator. These decisions could adversely affect ForgeCDN and the utility of any FORGE Tokens you own.

13. Risks Arising from the Identity Verification Market

The identity verification industry, and by extension ForgeCDN, is subject to a variety of state and international laws and regulations, including those with respect to Know Your Customer and/or Anti-Money Laundering and customer due diligence procedures, privacy and data protection, consumer protection, data security, and others. These laws and regulations, and the interpretation or application of these laws and regulations, could change at any time. In addition, new laws or regulations affecting ForgeCDN could be enacted, which could impact the utility of the FORGE Tokens. Also, ForgeCDN users are subject to industry specific laws and regulations or licensing requirements. If any of these parties fails to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more stringent or are otherwise expanded, it could adversely impact ForgeCDN and the FORGE Tokens.

14. Risks Associated with Lack of Information

Participants may not be able to obtain all information they would want regarding the Initiator, the FORGE Tokens, or the FORGE Token ICO on a timely basis or at all. It is possible that Participants may not be aware on a timely basis of material adverse changes that have occurred. While the Initiator has made efforts to use open-source development for the FORGE Tokens, this information may be highly technical by nature. As a result of these difficulties, as well as other uncertainties, Participants may not have accurate or accessible information about the ForgeCDN.

15. Risks Associated with Transfer Restrictions

The FORGE Tokens have not been registered under the Securities Act, the securities laws of any state or the securities laws of any other jurisdiction and therefore cannot be resold, except as described in the section entitled “Transfer Restrictions” in these Terms and Conditions. U.S. To the extent the FORGE Tokens are deemed securities, unless

transferred pursuant to an effective registration statement under the Securities Act with the U.S. Securities and Exchange Commission or an applicable exemption from registration, (i) U.S. Persons permitted to purchase the FORGE Tokens will be required to maintain their FORGE Tokens for a period of one year from the issuance of their FORGE Tokens, and (ii) non-U.S. Persons holding the FORGE Tokens will only be permitted to resell or transfer such tokens to other Non-U.S. Persons. These restrictions may adversely impact your ability to resell the FORGE Tokens or the price at which you may be able to resell them, if at all. The FORGE Tokens are not redeemable at the option of the holder and holders of the FORGE Tokens will not have the right to withdraw their capital. It is not contemplated that the FORGE Tokens will ever be registered. No public market for the FORGE Tokens may develop. Further, each Participant must represent that it will only sell or transfer its FORGE Tokens in accordance with the restrictions set forth under “Transfer Restrictions” in these Terms and Conditions and in a manner permitted by applicable laws and regulations. Consequently, Participants must be prepared to bear the risk of an investment in the FORGE Tokens for an extended period of time.

16. Unanticipated Risks

Cryptographic tokens such as the FORGE Tokens are a new and untested technology. In addition to the risks included in this [Annex I](#), there are other risks associated with your purchase, possession, and use of the FORGE Tokens, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this [Annex I](#).