

**TERMS AND CONDITIONS OF SALE (“T&CS”) OF
SMART PHARMA TOKEN (“SMPT”)**

PLEASE READ THIS DOCUMENT CAREFULLY

YOU MUST READ THESE T&CS CAREFULLY BEFORE MAKING ANY DECISION TO PURCHASE THE SMPT TOKENS.

PURCHASE OF TOKENS IS HIGH-RISK, YOU MAY NOT BENEFIT IN ANY WAY FROM BEING A TOKEN HOLDER.

DO NOT PURCHASE SMPT TOKENS IF YOU ARE NOT AN EXPERT IN DEALING WITH SECURITY TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS. PRIOR TO PURCHASING SMPT TOKENS, YOU SHOULD CAREFULLY CONSIDER THE TERMS LISTED BELOW AND, TO THE EXTENT NECESSARY, CONSULT AN APPROPRIATE LAWYER, ACCOUNTANT, OR TAX PROFESSIONAL.

IF ANY OF THE FOLLOWING TERMS ARE UNACCEPTABLE TO YOU, YOU SHOULD NOT PURCHASE SMPT TOKENS. PURCHASES OF SMPT TOKENS SHOULD BE UNDERTAKEN ONLY BY INDIVIDUALS, ENTITIES OR COMPANIES THAT HAVE SIGNIFICANT EXPERIENCE WITH, AND UNDERSTANDING OF, THE USAGE AND INTRICACIES OF SECURITY TOKENS, INCLUDING ETHEREUM TOKENS, AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS. YOU SHOULD HAVE A FUNCTIONAL UNDERSTANDING OF STORAGE AND TRANSMISSION MECHANISMS ASSOCIATED WITH OTHER SECURITY TOKENS.

THE SELLER (AS WELL AS THE ISSUER) WILL NOT BE RESPONSIBLE IN ANY WAY FOR LOSS OF BTC, ETH OR SMPT TOKENS RESULTING FROM ACTIONS TAKEN BY, OR OMITTED BY YOU.

IF YOU DO NOT HAVE RELEVANT EXPERIENCE OR EXPERTISE, YOU SHOULD NOT PURCHASE SMPT TOKENS OR PARTICIPATE IN THE SALE OF SMPT TOKENS.

YOUR PARTICIPATION IN THE SALE OF SMPT TOKENS IS DEEMED TO BE YOUR UNDERTAKING THAT YOU SATISFY THE REQUIREMENTS MENTIONED IN THESE T&CS.

YOU SHOULD ASSESS FOR YOURSELF THE INFORMATION CONTAINED IN THESE T&CS, THE MARKETING MATERIALS (AS DEFINED BELOW) AND RELATED MATERIALS, AS SUPPLEMENTED FROM TIME TO TIME BY THE ISSUER.

ANY DECISION TO PARTICIPATE IN THE TOKEN SALE SHOULD BE BASED UPON YOUR INDEPENDENT ASSESSMENT. YOU SHOULD OBTAIN INDEPENDENT ADVICE BEFORE MAKING A PURCHASE.

YOU MUST NOT PARTICIPATE IN THE TOKEN SALE UNLESS YOU HAVE READ AND FULLY UNDERSTOOD THESE T&CS, THE MARKETING MATERIALS AND ALL OTHER RELEVANT MATERIALS, IN PARTICULAR, THE WHITEPAPER, AND FULLY UNDERSTAND THE PURPOSE AND PROCESS OF SMPT TOKENS AND THE TOKEN SALE.

YOU MUST MONITOR [HTTP://WWW.SMTPH.COM](http://www.smtph.com) FOR ANY ANNOUNCEMENTS RELATED TO THE TOKEN SALE, AS THEY MAY SUPPLEMENT THESE T&CS.

NO REGULATORY AUTHORITY HAS EXAMINED OR APPROVED OF THE TOKEN SALE OR ANY OF THE INFORMATION SET OUT IN THESE T&CS, THE MARKETING MATERIALS OR OTHER RELEVANT MATERIALS.

PLEASE READ THESE T&CS CAREFULLY BEFORE YOUR PARTICIPATION IN THE TOKEN SALE AND YOUR ATTEMPT TO PURCHASE ANY SMPT TOKENS. BY CLICKING “AGREE” TO THESE T&CS, YOU ACCEPT AND AGREE TO BE BOUND BY THESE T&CS.

The SMPT tokens are ERC-1404 security compliant tokens with ERC-20 and ERC-233 compliance on Ethereum blockchain.

Please read these T&Cs thoroughly before participating in the Whitelist Process (as defined below). By participating in the Whitelist Process or agreeing to purchase the SMPT tokens on the page linking to these T&Cs, you expressly accept and agree to be bound by the terms and conditions of these T&Cs and these T&Cs will form a binding agreement between the parties thereunder. If you have any questions regarding these T&Cs, please contact info@SMTPH.com.

PARTIES TO THESE T&CS

Smart Pharmaceutical Limited Partnership, a limited partnership registered in Seychelles, is the creator and issuer of the SMPT tokens under these T&Cs (“**Issuer**”). The Issuer is managed by its general partner, i.e., SMTPH Limited, an international business company incorporated under the laws of Seychelles (together with the Issuer, the “**Smart Pharma Group**”).

These T&Cs apply to the sales and purchase of the SMPT tokens issued by the Issuer, and sold in accordance to the Whitepaper (“**Token Sale**”). As of the date of these T&Cs, the SMPT tokens are sold: (i) through direct purchase from the Issuer or its agents or Affiliates, including Smart Pharmaceutical Research Limited (“**Seller**”) the Seller only on a private sale basis to professional investors only, or (ii) from the Seller through the Designated Exchange(s).

References in these T&Cs to “your” or “you” are to the person/entity who accepts these T&Cs and agrees to and purchase the SMPT tokens from the Seller / Issuer pursuant to these T&Cs. You and the Seller / Issuer are parties to these T&C and hereby agree as follows:

1. DEFINITIONS

- 1.1 “**Affiliate**” means, with respect to a Party, any other individual, corporation, partnership, limited liability company, association, trust, unincorporated entity or other legal entity (each a “Person”) that directly, or indirectly through one or more intermediaries, controls, is controlled by, or under common control with such Person. As used in this definition, “control” (including, with correlative meanings, “controlled by” and “under common control with”) shall mean possession, directly or indirectly, of the power to direct or cause the direction of the management and policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise). For clarity, with respect to a partnership, an Affiliate includes an entity which, directly or indirectly, (i) controls the Partnership, (ii) is controlled by the Partnership, and/or (iii) are under common control with the Partnership.
- 1.2 “**Designated Exchange**” means a cryptocurrency exchange where the SMPT tokens are listed as authorized by the Issuer.

1.3 All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Whitepaper. In case of any discrepancies between the Whitepaper and these T&Cs, the latter shall prevail.

2. SMPT TOKENS

2.1 The SMPT token is a unique token that tokenizes valuable pharmaceutical drugs and their underlying intellectual property and associated cash flows induced by continuous product development and commercialization.

2.2 SMPT token derives its value from the backing of up-and-coming intellectual property (e.g. patents and patent applications) from pharmaceutical drugs and their associated novel treatment of disease indications being discovered by the Smart-ACT™ platform.

2.3 For a more detailed description of the Smart-ACT™ platform, please refer to:

(a) The website of the Smart Pharma Group at <http://www.SMTPH.com> ("**Website**");

(b) The Smart Pharma Token (SMPT) Whitepaper at <https://www.smtph.io> ("**Whitepaper**"); and

(c) Any other presentations, speech, documentation, marketing materials and strategies with regard to the SMPT tokens and the Smart- ACT™ platform as found on the Website, social media sites or any third-party source (collectively, the "**Marketing Materials**").

2.4 The information contained in the Marketing Materials is of descriptive nature only, is not binding and does not form part of these T&Cs. The Marketing Materials contain certain statements, estimates and projections that are "forward-looking statements." All statements other than statements of historical fact are forward-looking statements and include statements and assumptions relating to: plans, roadmaps and objectives of management for future operations or economic performance; conclusions and projections about current and future economic and political trends and conditions; and projected financial results and results of operations. These statements can generally be identified by the use of forward-looking terminology including "may," "believe," "will," "expect," "anticipate," "estimate," "plan," "continue," "project," "goals," "future" or variations on such terms or comparable terminology. Similarly, statements that describe objectives, plans or goals of the Smart Pharma Group are forward-looking. The Seller / Issuer does not make any representations or warranties (express or implied) about the accuracy of such forward-looking statements. You are cautioned that actual results could differ materially from forward-looking statements; and you are cautioned not to place undue reliance on forward-looking statements.

3. TOKEN SALE

3.1 Important information of the SMPT tokens and the Token Sale is provided in the Whitepaper, including but not limited to the amount of SMPT tokens the Issuer will sell and anticipated use of the Token Sale proceeds. By participating in the Token Sale, you acknowledge and accept that you have read and understood the relevant information.

3.2 Save as otherwise set out in these T&Cs, these T&Cs (including any terms incorporated herein by reference) govern:

- (a) in the event of a direct sale by the Issuer, your contribution to the Issuer for the purchase of the SMPT tokens; and
 - (b) in the event of a sale by Seller on a Designated Exchange, your contribution to Seller for the purchase of SMPT tokens.
- 3.3 The Issuer reserves the right to reject your purchase or to abort your participation in the Token Sale for any reason whatsoever. In such case, the Seller / Issuer will not accept your contribution or return any contribution pursuant to the refund policy set forth in Clause 9 below.
- 3.4 SMPT tokens are only to be sold to pre-approved purchasers (“**Purchasers**”). Therefore, to participate in the Token Sale, you must first complete a Whitelist Process described in Clause 8.
- 3.5 The Token Sale is not available to citizen, national, resident (tax or otherwise), green card holder and/or company domiciled in of each of the following: (a) the United States of America; (b) Singapore; (c) Hong Kong (except for Professional Investors); (d) the People’s Republic of China; (e) Samoa, (f) Seychelles, (g) sanctioned countries under the OFAC and (hwater) any other jurisdiction which prohibits the possession, dissemination or communication of the Whitepaper and prohibits participation in the Token Sale or the purchase of SMPT tokens or any such similar activity (collectively, the “**Restricted Jurisdictions**”).

4. STATUS OF SMPT TOKENS

- 4.1 Please refer to the Whitepaper for the supply and allocation of SMPT. By participating in the Token Sale, you acknowledge, agree and have no objection to such supply and allocation of the SMPT tokens thereunder.
- 4.2 Notwithstanding the indicative funds distribution set out in the Whitepaper, you agree that the proceeds from the Token Sale will be utilized by Seller / Issuer in its sole discretion, so long as the proceeds are used in furtherance of the SMPT tokens and operating expenses relating to the business of Smart Pharma Group.
- 4.3 The SMPT token is not registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”) and will be issued only in transactions exempted from the registration requirements of the Securities Act pursuant to Regulation S promulgated thereunder. The SMPT tokens may not be offered or resold in the U.S. or to U.S. persons unless registered under the Securities Act or pursuant to an exemption therefrom. The SMPT tokens may not be transferred except in accordance with the provisions of Regulation S.
- 4.4 Hedging transactions with regard to the SMPT tokens may not be conducted unless in compliance with the Securities Act. Accordingly, except in accordance with the provisions of Regulation S, the SMPT token is not and cannot be offered, sold or transferred to a U.S. Persons (as defined in Rule 902(k) under the Securities Act).
- 4.5 No regulatory authority has yet examined or approved the Token Sale under these T&Cs or the Marketing Materials. No such action has been taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of these T&Cs and the Marketing Materials do not imply that the applicable laws, regulatory requirements or rules have been complied with.

- 4.6 Subject to changes to the relevant regulations governing security tokens, these T&Cs may be required to be amended in order to ensure compliance with any legal or regulatory obligations that are applicable to the Token Sale. The Seller / Issuer reserves the right to update these T&Cs and publish a notice on the Website in the event that any changes are made to these T&Cs.
- 4.7 You agree to be bound by these T&Cs before you (a) apply or sign up for the Whitelist Process, (b) participate in the Token Sale, or (c) provide contribution to purchase the SMPT tokens, whichever is earlier.
- 4.8 By clicking “accept” to these T&Cs, you hereby confirm that you have read in full and understand these T&Cs, and accept and agree to be bound by these T&Cs. In the event that you decide to participate in more than one Token Sale at different occasions, you hereby give consent to be bound by these T&Cs in any such subsequent Token Sale.

5. PURCHASE OF THE SMPT TOKENS

- 5.1 Your participation in the Token Sale can only be accepted upon the completion of the following:
- (a) you have agreed to these T&Cs;
 - (b) the Whitelist Process as described in Clause 8;
 - (c) for Purchasers who are citizens or residents of Hong Kong, the successful verification of “proof of wealth”, in which you have demonstrated that you are a “Professional Investor” as defined under the *Securities and Futures Ordinance* (Cap. 571) of Hong Kong;
 - (d) your contribution of the correct amount of payment in Bitcoin (BTC), Ethereum (ETH), fiat and/or any other accepted cryptocurrencies to a private wallet and/or wallet address on the Designated Exchange designated by the Seller / Issuer (whichever is applicable), and that transfer has been confirmed on the blockchain of the applicable cryptocurrency; and
 - (e) issuance and allocation of the SMPT tokens to Whitelisted private wallet or wallet address on the Designated Exchange designated by you (whichever is applicable).

6. RESALE AND TRADING OF SMPT TOKENS; LOCK-UP PERIOD

- 6.1 Currently, other than the Designated Exchange, there is no cryptocurrency that lists SMPT tokens for trading and reselling. It is expected that one or more Designated Exchanges will list the SMPT tokens for secondary trading but there can be no assurance that a secondary market for SMPT tokens will ever be developed. Announcements will be made available on the Website when and where SMPT tokens may be publicly traded.
- 6.2 Recipients of SMPT tokens subject to a resale of the transfer are required to complete the Whitelist Process described in Clause 8. Existing laws on the circulation of securities in certain countries (including the Restricted Jurisdictions) may prohibit the sale of SMPT tokens to the residents of those countries or may impose a certain lock-up period on transfer (see Clause 6.3).

- 6.3 Because the SMPT tokens are sold in the Token Sale in accordance with Regulation S promulgated under the Securities Act, they may not be offered or sold in the U.S. or to U.S. persons. Upon issuance, the SMPT tokens may not be resold or transferred in the U.S. or to a U.S. person except pursuant to an effective registration statement under the Securities Act or pursuant to an exemption from the registration provisions of the Securities Act. The Seller / Issuer cannot guarantee that such an exemption will be available at such time, however, and as a result the SMPT tokens may never be able to be resold or transferred in the U.S. or to U.S. persons.

7. **CONVERSION OF CONTRIBUTION**

- 7.1 The conversion price between SMPT tokens against the accepted cryptocurrencies ("**Exchange Rate**") will be fixed on a daily basis upon the date of the purchase:
- (a) to the extent that the Token Sale is a private sale, the Exchange Rate shall be determined and accepted by the Issuer / Seller and you in reference to the Exchange Rate in Clause 7.1(b); and
 - (b) to the extent that the Token Sale is via a Designated Exchange, the Exchange Rate shall be the conversion rate determined by the market at that Designated Exchange.
- 7.2 The fixing will be determined based on the USD daily average price as calculated being the average of the OPEN and CLOSE prices as shown on "coinmarketcap.com" for the accepted cryptocurrencies where relevant. The Issuer retains full discretion and right to determine or change the terms of the fixing at any time.

8. **WHITELISTING AND KYC PROCESS**

- 8.1 Before you participate in the Token Sale, you must first sign up for inclusion in the SMPT tokens whitelist ("**Whitelist**" or "**Whitelist Process**"). The Whitelist Process is managed by the Smart Pharma Group and a link to sign up for the Whitelist is available on the Website.
- 8.2 Participation in the Token Sale shall be subject to your admission onto the Whitelist. No Purchaser shall be allowed to participate in the Token Sale and purchase SMPT tokens in case s/he refuses or fails to complete the Whitelist Process, as only your whitelisted private or exchange-based wallet address(es) are eligible to use the SMPT tokens.
- 8.3 In your application for the Whitelisting, you are required to provide the following information:

For Individuals:

- (a) full legal name;
- (b) citizenship;
- (c) country of residence;
- (d) copy of passport or alternative accepted government-issued identification;
- (e) email address;

- (f) residential address proof (e.g. bank statement or utility bill which is not older than 3 months); and
- (g) the private wallet address(es) and/or address of wallet on the Designated Exchange (multiple addresses can be provided).

For companies:

- (a) certificate of incorporation;
- (b) memorandum of association;
- (c) corporate documents showing the name of the company and its list of shareholders and directors;
- (d) copy of passport and address proof of each individual director and individual shareholder;
- (e) statement by each shareholder on source of funds;
- (f) (a) to (e) for individuals above (or its foreign equivalent) for each corporate shareholder's authorised representative;
- (g) email address; and
- (h) private wallet address or address of wallet at Designated Exchange.

8.4 You agree to the following terms of use when you register for the Whitelist:

- (a) any information you submit in your registration is not misleading, inaccurate or false;
- (b) even after your successful registration, the Issuer reserves the right to remove you from the Whitelist without any cause, prior notice or justification; and
- (c) the Issuer has the right to monitor your activities on your registered Whitelist account.

8.5 Issuer will review the document and information you provided in the Whitelist Process and we reserve the right to request for further information which the Issuer, in its sole discretion, deems necessary for purposes of its regulatory compliance policies.

8.6 The Issuer / seller may, at its sole discretion, from time to time repurchase the SMPT tokens on the Designated Exchanges and/or privately from selected holders of the SMPT tokens. In the event that the Issuer / Seller decides to buy back the SMPT tokens, a press release will be issued on the Website to inform the public and holder of Whitelisted accounts on the details and conditions of the buy back.

8.7 The Issuer has the right to use the Whitelist Process for purposes including but not limited to the following services:

- (a) contacting you using the personal details you provided in the Whitelist regarding the Token Sale and information related to the SMPT tokens;
- (b) determining your eligibility to participate in the Token Sale;

- (c) obtaining information about you;
 - (d) performing any KYC Process (as defined below) or AML checks; and/or
 - (e) determining whether you have provided any fraudulent information.
- 8.8 Based on your information provided in the Whitelist Process, the Issuer will perform certain know-your-client and anti-money laundering assessments (“**KYC Process**”). The purpose of the KYC process is to comply with applicable securities law and ensure that unqualified participants if needed.
- (a) You shall ensure that all and any details of your identity that you supply to the Issuer or Designated Exchanges for completion of the Whitelist Process and Token Sale are accurate and complete.
 - (b) If you fail the KYC Process, you may not be allowed to participate in the Token Sale.
 - (c) The Issuer may require further information to verify your identity or updated information after completion of the KYC Process from time to time.
- 8.9 Issuer reserves the right to reject any application for inclusion in the Whitelist for any reason whatsoever, including but not limited to:
- (a) insufficiency of and/or failure to provide satisfactory identification or information;
 - (b) you are a person or company from the Restricted Jurisdiction as described in Clause 3.5;
 - (c) if your domicile is considered to present a heightened risk of the SMPT tokens being acquired by persons or from funds associated with or for purposes of illegal or illicit activities; and/or
 - (d) it is illegal or not permissible for you to participate in the Token Sale under applicable laws or regulations.
- 8.10 Persons or entities from Restricted Jurisdictions who participate in the Token Sale by providing false or inaccurate information about their citizenship, residency and/or nationality shall be considered perpetuating fraud and in breach of these T&Cs and shall indemnify the Seller / Issuer in respect of any damages and/or losses suffered due to this breach in accordance with the indemnification provision set out in these T&Cs.
- 8.11 Once you are approved for inclusion in the Whitelist, a confirmation email will be sent to your email address confirming your successful registration and inclusion in the Whitelist.
- 8.12 Once you have completed the Whitelist Process, you are allowed to add additional wallet addresses that belong to you for additional inclusion to the contract Whitelist mechanism at any time in the future, and you can also remove a Whitelisted wallet address.

- 8.13 If you have registered for the Whitelist but no longer wish to participate in the Token Sale, you can email info@smtph.com to deregister from the Whitelist.
- 8.14 As such, before you withdraw or transfer any SMPT tokens you have purchased (“**Purchased Tokens**”), you must ensure that the receiving wallet address(es), whether it belongs to you or another person, must be already included in the Whitelist.
- 8.15 Notwithstanding the above, while you may nonetheless be allowed to transfer a Purchased Token to a non-Whitelisted wallet address, such Purchase Token may not be used until and unless the receiving wallet address is Whitelisted. Therefore, if after you purchased a SMPT token, you intend to withdraw or transfer a Purchased Token to a non-Whitelisted wallet address, you are responsible to inform the controllers of the receiving wallet address to register for the Whitelist before proceeding with the transfer or withdrawal.

9. REFUND POLICY

- 9.1 The Seller / Issuer reserves the right to refuse or reject any contributions made at any time in its sole and absolute discretion. To the extent that the Seller / Issuer refuses or rejects a contribution, it will exercise reasonable endeavours to procure that the contribution is returned to you. However, the Seller / Issuer does not warrant, represent or offer any assurances that it will successfully be able to recover and/or return any such contributions.
- 9.2 All purchases of SMPT tokens are final, and no cancellations or refunds are available unless otherwise provided in these T&Cs, save as required by applicable law.
- 9.3 The Seller / Issuer may, in its sole and absolute discretion, refuse to complete the Token Sale. In such event, you will be provided a refund on all contribution net of all administrative or third-party charges and/or other transaction fees (if any) that may be incurred in connection with such return or contribution, including but not limited to:
- (a) Ethereum blockchain’s transaction fees; and/or
 - (b) administrative expenses incurred by the Seller / Issuer in returning the contribution, in which case such administrative or third-party charges and/or other transaction fees shall be borne by you. You are unlikely to receive an amount equivalent to your contribution and that such refunded amount may be lower than the amount so contributed by you.
- 9.4 The refund will be provided in the same payment format and method you use to provide the contribution. If, for any reason, the Seller / Issuer is unable to issue a refund via your initial payment format or method, it shall provide the refund in other format or method as it seems fit and agreeable to you.
- 9.5 Any request to purchase the SMPT tokens by or on behalf of a person or entity from a Restricted Jurisdiction as described in Clause 3.5 shall be refused or cancelled by the Seller / Issuer at any time in its sole discretion. Any payments (whether by ETH, BTC, fiat currency or otherwise) made by or on behalf of the person or entity from a Restricted Jurisdiction for the purchase of SMPT tokens may, in the sole discretion of the Seller/Issuer, not be refunded.

10. ACKNOWLEDGEMENTS BY PURCHASER

- 10.1 You hereby represent and warrant to the matters set out under this Clause 10 to the Seller / Issuer.
- 10.2 You have read, understood and accepted these T&Cs (including any schedules attached to these T&Cs).
- 10.3 You have all necessary authority and consent to accept these T&Cs, to enter into a binding agreement with the Seller / Issuer and to perform the obligations set out herein. All your obligations under these T&Cs are valid, binding and enforceable on you in accordance with their terms.
- 10.4 Your entry into, exercise of your rights and/or performance of or compliance with your obligations under these T&Cs, including your purchase of the SMPT tokens, is not prohibited or restricted by the applicable laws, regulations or rules in your jurisdiction or country of residence, and where any restrictions in relation to the aforementioned are applicable.
- 10.5 You have observed and complied with all such applicable laws, regulations and rules in your jurisdiction or country of residence at your own and sole expense, and have accepted sole liability for any non-compliance with such applicable laws, regulations and rules in your jurisdiction or country of residence.
- 10.6 All actions, conditions and things required to be taken, fulfilled and done in order to enable you to lawfully enter into, exercise your rights and perform and comply with your obligations imposed by these T&Cs and to ensure that those obligations are legally binding and enforceable have been taken, fulfilled and done.
- 10.7 You are purchasing the SMPT tokens on your behalf and is the legal and beneficial owner of the SMPT tokens.
- 10.8 The funds, including any fiat, virtual currency or cryptocurrency, that you contributed to purchase the SMPT tokens are not derived from (directly or indirectly) or related to any unlawful activities or represent proceeds of crime for the purposes of any applicable laws or regulations, including but not limited to money laundering or terrorist financing, and you will not use the SMPT tokens to finance, engage in, or otherwise support any unlawful activities.
- 10.9 To the extent required by applicable law, you have complied with all anti-money laundering and counter-terrorism financing requirements/
- 10.10 You have sufficient understanding of financial, technical and business matters, including a sufficient understanding of cryptographic tokens and other digital assets, token storage mechanisms (such as wallets addresses for cryptocurrencies), blockchain-based software systems and blockchain technology and smart contract technology to be able to evaluate the risks and merits of your purchase of the SMPT tokens, including but not limited, to the matters set forth in these T&Cs, and is able to bear the risks thereof, including loss of all amounts paid, loss of SMPT tokens, and liability to the Issuer and others for its acts and omissions, including with limitation those constituting breach of these T&Cs, negligence, fraud or wilful misconduct.
- 10.11 You have obtained sufficient information in order to make an informed decision to purchase the SMPT tokens.
- 10.12 You are not a citizen, national, resident (tax or otherwise), green card holder and/or company domiciled in a Restricted Jurisdiction.

- 10.13 You are not the subject of any sanctions administered or enforced by any country, government or international authority nor are you a resident or established (in the case of a corporate entity) in a country or territory that is the subject of a country-wide or territory-wide sanction imposed by any country or government or international authority.
- 10.14 You will comply with any applicable tax obligations in your jurisdiction arising from your acquisition, storage, sale or transfer of SMPT Tokens;
- 10.15 You have obtained all necessary consents and authorities required and observed any formalities in any jurisdiction required to enable you to enter into and comply with these T&Cs and to participate in the Token Sale.
- 10.16 You have made your decision to purchase SMPT tokens independently and/or have consulted with an expert before doing so.
- 10.17 You are at least eighteen (18) years of age, or the age of legal majority in your jurisdiction (if it is different from 18) to participate in the Token Sale and are person(s) with full legal capacity of conduct under the laws of your country of residence or domicile.
- 10.18 If you are a citizen or resident of Hong Kong, you are a Professional Investor as defined in the *Securities and Futures Ordinance* (Cap. 571 of the Laws of Hong Kong).
- 10.19 You acknowledge and agree that the SMPT tokens are not to be construed, interpreted, classified or treated as:
- (a) any kind of currency;
 - (b) debentures, stocks or shares issued by the Issuer or any of its relevant entities;
 - (c) rights, options or derivatives in respect of such debentures, stocks or shares;
 - (d) units in a collective investment scheme;
 - (e) units in a business trust; or
 - (f) derivatives of units in a business trust.
- 10.20 You have an understanding on the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptocurrencies, blockchain assets and tokens including Ethereum, Bitcoin and the SMPT tokens, blockchain based software systems, cryptocurrency wallets or other related token storage mechanisms, blockchain technology and smart contract technology.
- 10.21 You understand the risks involved in holding ERC-1404 security compliant tokens with ERC-20 and ERC-233 compliance on the Ethereum blockchain. You understand that the Ethereum and Bitcoin blockchains are prone to periodic congestion causing transactions to be delayed or lost. You acknowledge and understand that your intended transaction or transaction may be delayed or lost.
- 10.22 You understand the risks specifically involved in purchasing SMPT tokens, and the development of the business plan Smart Pharma Group has developed around the SMPT tokens (which include but is not limited to the Smart-ACT™ platform as

described in the Whitepaper), and you have sought all necessary advice regarding the same.

- 10.23 You acknowledge you fully understand the contents of the Marketing Materials provided and are participating in the Token Sale with the intention of fully accepting the risk of the failure of the Smart-ACT™ platform.
- 10.24 You understand that the Marketing Information may turn out to be incorrect, overly optimistic or unfeasible for a variety of reasons, including but without limitation, technical limitations, Smart Pharma Group's ability to make estimates and the assumptions underlying the estimates, changes in the legal landscape or other commercial reasons; you understand that the Marketing Materials are not part of any of these T&Cs and no rights may be derived from them with regards to the Token Sale.
- 10.25 You understand and acknowledge that the Seller / Issuer is not registered with or licensed by any financial regulatory authority in the country of incorporation or elsewhere. Accordingly, no financial regulatory authority has passed upon the contents of these T&Cs or the Marketing Materials or the merits of purchasing the SMPT tokens, nor have these T&Cs been filed with, or reviewed by, any financial regulatory authority.
- 10.26 You understand that you bear the sole responsibility to determine if your contribution and obtainment of SMPT tokens, and the potential appreciation or depreciation in the value of the SMPT tokens over time, the sale and purchase of the SMPT tokens and/or any other action or transaction related to SMPT Tokens.
- 10.27 You acknowledge, understand and agree that you should not expect and there is no guarantee or representation or warranty by the Seller / Issuer that: (a) the SMPT tokens will be listed for secondary trading on any exchange; or (b) the business plan the Smart Pharma Group has developed around the SMPT tokens will be achieved.
- 10.28 You acknowledge that there is a risk of blockchain delay as block production can occur at random times. You acknowledge and understand that you may not receive SMPT tokens on the same day you send your contribution.
- 10.29 You represent and warrant the following with respect to the Securities Act:
- (a) you understand that this offering is made outside the United States and may not be made to any "U.S. person" as defined in Rule 902(k) under the Securities Act (a "**Non-U.S. Person**"); and the Issuer may not register any transfer of the SMPT tokens not made in accordance with Regulation S under the Securities Act, pursuant to registration under the Securities Act, or pursuant to an available exemption to registration;
 - (b) your principal address is outside the United States, you are located outside the United States at the time any offer to buy the SMPT tokens are made to you and at the time the buy order is originated by you, and you are not a "U.S. Person" as defined in Rule 902(k) under the Securities Act;
 - (c) any purchase of SMPT tokens by you will be for your own account or for the account of one or more other Non-U.S. Persons located outside of the United States at the time any offer to buy the SMPT tokens is made and at the time the buy order is originated by you;
 - (d) you and any accounts for which you are acting are acquiring the SMPT tokens for investment purposes and not with a view to distribution thereof or with any

present intention of offering or selling any SMPT tokens in violation of the Securities Act;

- (e) you will not engage in hedging transactions involving the SMPT tokens unless in compliance with the Securities Act;
- (f) you agree to resell the SMPT tokens only in accordance with the provisions of Regulation S pursuant to registration under the Securities Act, or pursuant to an available exemption from registration; and
- (g) you understand that the SMPT tokens are being offered in a transaction not involving any public offering within the United States within the meaning of the Securities Act and that the SMPT tokens have not been registered under the Securities Act and that the SMPT tokens will bear the following legend:

THE SMPT TOKENS HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (“SECURITIES ACT”). THE TOKENS WERE ISSUED IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT PURSUANT TO REGULATION S PROMULGATED UNDER IT. THE SMPT TOKENS MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES UNLESS REGISTERED UNDER THE SECURITIES ACT OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. TRANSFERS OF THE SMPT TOKENS MAY NOT BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S, PURSUANT TO REGISTRATION UNDER THE SECURITIES ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM REGISTRATION. FURTHER, HEDGING TRANSACTIONS WITH REGARD TO THE SMPT TOKENS MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

- 10.30 You acknowledge that the Issuer and others will rely upon your confirmation, acknowledgments and agreements set forth herein and you agree to notify the Issuer promptly if any of the representations or warranties herein cease to be accurate and completed.
- 10.31 You understand that the Issuer is entitled to rely upon these representations and acknowledgments and is irrevocably authorized to produce these representations and acknowledgments or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby.
- 10.32 The SMPT tokens are highly speculative and any return on an investment in the SMPT tokens is contingent upon numerous circumstances, many of which (including legal and regulatory conditions) are beyond the Issuer’s control. There is no assurance that you will realize any return on your investments or that your investments will not be lost.

11. SECURITY

- 11.1 You shall establish and maintain, in a fully operational, secure and valid status, a digital wallet or account address for receiving the SMPT tokens (“**Wallet Address**”), which adheres to and supports the ERC-1404 token standard (or any other token standards which the SMPT token is based on), the address of such Wallet Address and keys to such Wallet Address which are in your possession.
- 11.2 You are responsible for implementing reasonable and appropriate measures designed to secure access to: (i) any device associated with and utilized in connection with your

purchase of the SMPT tokens; (ii) private keys to your Wallet Address; and (iii) any other username, passwords or other login or identifying credentials.

- 11.3 In the event that you are no longer in possession of your private keys or any device associated with your account or is not able to provide your login or identifying credentials, you may lose all of your SMPT tokens and/or access to your account. The Seller / Issuer is under no obligation to recover any SMPT tokens and you acknowledge, understand and agree in such case you will not receive refund or other compensation for any SMPT tokens purchased. The Seller / Issuer shall not be responsible for any security measures relating to your receipt, possession, storage, transfer of the SMPT tokens nor shall it be under any obligation to recover or return any SMPT tokens. The Seller / Issuer hereby disclaims (to the fullest extent permitted under applicable law) any and all liability for any security breaches or other acts or omissions which result in your loss of (including your loss of access to) SMPT tokens issued to you during the Token Sale.
- 11.4 In the event of any loss, hack or theft of cryptocurrencies from any of the Wallet Addresses, you acknowledge and confirm that you have no cause of action in any way whatsoever against the Issuer.

12. RIGHTS CREATED

- 12.1 Subject to any right conferred by the Issuer to the holders of the SMPT tokens collectively, except as mandated by applicable laws or regulations, you understand that the SMPT tokens confer no voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property rights), or other financial or legal rights. Specifically, the SMPT tokens:
- (a) do not provide the holder with rights of any form with respect to the Issuer and its Affiliates, or their respective revenues or assets, including but not limited to, any voting, distribution, redemption, liquidation, proprietary, or other financial or legal rights;
 - (b) are not a loan to Issuer and its Affiliates; and
 - (c) do not provide the holder with any ownership or other interest in Issuer and its Affiliates.

A high degree of technical expertise is needed to understand SMPT tokens. You should not participate in the Token Sale unless you fully understand the technical aspects involved.

- 12.2 The acquisition of SMPT tokens does not present an exchange of cryptocurrencies for any form of shares or equity interests in the Issuer and its Affiliates, and a holder of any SMPT tokens is not entitled to any guaranteed form of dividends or other rights to the revenue of the Issuer and its Affiliates.
- 12.3 As a holder of SMPT tokens, you accept to receive a floating charge over the assets of the Issuer, including with respect to certain intellectual property rights that come into the possession of the Issuer, namely the Project IP, as intended by the Issuer in the Whitepaper. However, as of the date of these T&Cs, no floating charge over any Project IP has been granted yet. Any of your rights in association with the Project IP shall be defined in the floating charge, no rights in the Project IP are conferred or assigned under these T&Cs.

“Project IP” refer to all current and future rights in the following owned by the Issuer: (a) patents, inventions, designs, copyright and related rights, database rights, knowhow and confidential information, trademarks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; (b) all other rights of a similar nature or having an equivalent effect anywhere in the world which currently exist or are recognised in the future; and (c) all applications, extensions and renewals in relation to any such rights.

13. INDEMNITY

- 13.1 You acknowledge that the Seller / Issuer and its members, directors, officers, employees, advisers and agents will rely upon the truth and accuracy of the confirmations, acknowledgements, representations and warranties you have provided.
- 13.2 You will indemnify and hold harmless the Seller / Issuer, its Affiliates, and their respective members, directors, officers, employees, advisers and agents from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of or in connection with any breach of the representations, warranties, acknowledgements, agreements and undertakings given by you.
- 13.3 To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Seller / Issuer 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 **“Seller / Issuer Indemnified Parties”**) from and against any and all claims, demands, actions, damages, losses, costs and expenses (including reasonable professional and legal fees) that arise from or relating to:
- (a) your acquisition of the SMPT tokens under these T&Cs;
 - (b) your transfer of the SMPT tokens to a third party;
 - (c) the performance or non-performance of your responsibilities, representations, warranties or obligations under these T&Cs;
 - (d) your breach of any of these T&Cs; or
 - (e) your breach of any rights of any other person or entity.
- 13.4 To the extent permissible under applicable laws, in no event shall the aggregate liability of the Seller / Issuer, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), or other theory, arising out of or relating to these T&Cs or the SMPT tokens, exceed the amount you paid to the Seller / Issuer for the Tokens.
- 13.5 The Seller / Issuer reserves the right to exercise sole control over the defence, at your sole cost and expense, of any claim subject to an indemnity set out in this Clause 13.
- 13.6 The indemnity set out in this Clause 13 is in addition to, and not in lieu of, any other remedies that may be available to the Seller / Issuer under applicable law.
- 13.7 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 Clause 13 and elsewhere in these T&Cs may not apply to you. In

particular, nothing in these T&Cs shall affect your statutory rights or exclude death or personal injury arising from any wilful misconduct or fraud of the Seller/Issuer.

14. LIMITATIONS OF LIABILITY

- 14.1 To the fullest extent permitted by applicable law, in no circumstances shall the Seller / Issuer and the Seller / Issuer Indemnified Parties be liable for any loss of any kind (including, but not limited to, loss of revenue, income, business or profits, loss of contract or depletion of goodwill, loss of anticipated savings, loss of use or data, or damages for business interruption or any like loss) arising out of or in any way related to the acquisition, storage, transfer of the SMPT tokens or otherwise related to these T&Cs, regardless of the cause of action (even if the Seller / Issuer and the Seller / Issuer Indemnified Parties have been advised of the possibility of such losses and regardless of whether such losses were foreseeable).
- 14.2 The Seller / Issuer and the Seller / Issuer Indemnified Parties shall not be liable to you for any indirect, special, or consequential loss or damage that you suffer as a result of any breach by the Issuer of these T&Cs or your acquisition of SMPT tokens.
- 14.3 The aggregate liability of the Seller / Issuer and the Seller / Issuer Indemnified Parties to you arising out of these T&Cs and the Token Sale shall not for any reason exceed the amount of your contribution.
- 14.4 The Seller / Issuer and the Seller / Issuer Indemnified Parties will not be liable for any delay or failure to perform any obligation under these T&Cs where the delay or failure results from any cause beyond its reasonable control.
- 14.5 The Seller / Issuer and the Seller / Issuer Indemnified Parties shall not be liable to you for:
 - (a) termination of or delay in the Token Sale;
 - (b) failure, malfunction or breakdown of, or disruption to, the operation of the SMPT tokens, the Smart-ACT™ platform, or any technology, on which they relied on, for whatever reason;
 - (c) failure, malfunction or breakdown of, or disruption to, the operation of any blockchain, any blockchain-based software systems or any blockchain technology in connection with the operations of the SMPT tokens and the Smart-ACT™ platform for whatever reason;
 - (d) any virus, error, or defect adversely affecting the operation, functionality, usage, storage, transmission mechanisms, transferability or other material characteristics of the SMPT tokens and the Smart-ACT™ platform;
 - (e) failure or unfitness of SMPT tokens and the Smart-ACT™ platform for any specific purpose;
 - (f) any prohibition, restriction or regulation by any government or authority in any jurisdiction of the operation, functionality, usage, storage, transmission mechanisms, transferability or other material characteristics of the SMPT tokens and the Smart-ACT™ platform;

- (g) the market value of SMPT tokens, the transferability and/or liquidity of SMPT tokens and/or the availability of any market for SMPT tokens through third parties or otherwise;
- (h) any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with: (i) your acceptance of or reliance on any information contained in the Marketing Materials or any part thereof, or any accompanied material, statements or information available on the Website, (ii) any error, omission or inaccuracy in any such information, or (iii) any action resulting therefrom.
- (i) any acceptance of or reliance on the Marketing Materials or any part thereof, or any accompanied material, statements or information available on the Website.

15. DISCLAIMER

- 15.1 The SMPT tokens are sold on an “as is” and “as available” basis, without any warranties or representations of any kind. The Seller / Issuer hereby expressly disclaim all representations or warranties, express or implied, including without limitation, any warranties of title, non-infringement, or implied warranties of merchantability, fitness for a particular purpose, usage or suitability, or as to the workmanship or technical coding thereof, or the absence of any defects therein, whether latent or patent with respect to the SMPT tokens or their underlying rights, or the ability of anyone to purchase the SMPT tokens.
- 15.2 There are restrictions and risks associated with the Token Sale, owning SMPT tokens and reselling them, including but not limited to, the risks described in these T&Cs and in particular Clause 16 as well as the risks factors set forth in the Whitepaper, and you assume all such risks.
- 15.3 The Marketing Materials are for information purposes only and is not a statement of future intent. They do not constitute or form part of any opinion on, any advice to buy or sell, or any solicitation of any other to purchase any SMPT tokens nor shall it or any part of it nor the fact of its presentation form the basis of, or be relied upon in connection with, any contract or any investment or purchase decision;
- 15.4 The Smart-ACT™ platform relies on third party collaborator to commercialize its drug candidates. There is no assurance or guarantee that those third parties will do so. This may adversely affect the Program.
- 15.5 The Smart-ACT™ platform is still in its development phase and may undergo changes over time. While it is intended that the development of the Smart-ACT™ platform be consistent with the description in the Marketing Materials, changes may be made. This means that the Smart-ACT™ platform may not be fully in line with your expectation.
- 15.6 The regulatory status of security tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether the relevant authorities will regulate such technologies. It is likewise difficult to predict whether any changes will be made to existing laws, regulations and/or rules that will affect security tokens, digital assets, blockchain technology and its applications. Such changes could adversely affect SMPT tokens. The Issuer may cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially unviable to continue to do so.

- 15.7 No promises of future performance or value are or will be made with respect to SMPT token, including promise of inherent value and of continuing payments, and there is no guarantee that SMPT token will hold any particular value. Unless you fully understand and accept the nature of the Issuer's and the Smart Pharma Group's proposed business and the potential risks inherent in the SMPT token, you should not participate in the Token Sale.
- 15.8 The Seller / Issuer, their founders, team members and any third party involved in the issuance and sale of the SMPT token cannot guarantee the accuracy of the statements made or conclusions reached in the Marketing Materials. The Seller / Issuer does not make and expressly disclaims all representations and warranties (whether express or implied by statute or otherwise) whatsoever, including but not limited to: any representations or warranties relating to merchantability, fitness for a particular purpose, description, suitability or non-infringement; that the contents of this document are accurate and free from any errors; and that such contents do not infringe any third party rights.
- 15.9 The publication, distribution or dissemination of these T&Cs and the Marketing Materials do not imply that any such applicable laws, regulatory requirements or rules have been complied with. Any person or entity, including anyone acting on its behalf, being based, being a citizen or resident, domiciled, located or incorporated where applicable laws prohibit or restrict distribution or dissemination of these T&C and the Marketing Materials, or acquiring SMPT tokens, including, but not limited to the Restricted Jurisdictions or any other country that prohibits the sale of SMPT tokens shall not acquire SMPT tokens, or resell or transfer the tokens to persons from those countries, otherwise such person assumes all the responsibility and legal consequences arising from such actions. Specifically, nationals and residents from Restricted Jurisdictions of certain countries and jurisdictions are not eligible to participate in the Token Sale. Participants from rest of the world must self-declare to be sophisticated investors in having knowledge of cryptocurrencies, digital assets, securities, token sales, initial coin offerings, blockchain technology, and smart contracts.
- 15.10 As of the date of these T&Cs, no floating charge on the Project IP has been granted to the holders of the SMPT tokens or is made associated with the SMPT tokens, and there is no guarantee that such secured interest will ever be granted. Therefore, until and unless the Issuer grants such security interest on the Project IP to the holders of the SMPT tokens, the beneficial interest associated with the SMPT tokens are considered as an unsecured obligation.

16. RISKS

- 16.1 You acknowledge and agree that the creation and issuance of the SMPT tokens and the development of the Smart-ACT™ platform carry significant operational, technological, financial, regulatory and reputational risks, including but not limited to those set out in Schedule 1 to these T&Cs and in the Whitepaper.
- 16.2 You should carefully read and consider the risk factors associated with the SMPT tokens and the Smart-ACT™ platform and the business plan Smart Pharma Group has developed around the SMPT tokens before deciding to participate in the Token Sale.
- 16.3 BY ACCEPTING THESE T&CS (INCLUDING, WITHOUT LIMITATION, SCHEDULE 1), YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE REVIEWED THE RISK FACTORS, UNDERSTAND THAT CONTRIBUTING TO THE TOKEN SALE AT THIS

TIME INVOLVES RISKS ASSOCIATED WITH A NEW PLATFORM, AND ACCEPT AND ASSUME THE RISKS SET OUT IN SCHEDULE 1 TO THESE T&CS.

17. AUDIT OF SMART CONTRACT SYSTEM

- 17.1 The Issuer has deployed a smart contract system on the Ethereum blockchain for the purposes of creating SMPT tokens and issuing such SMPT tokens to the Purchaser's Wallet Address ("**Smart Contract System**"). The SMPT tokens are ERC-1404 security compliant tokens with ERC-20 and ERC-233 compliance on the Ethereum blockchain.
- 17.2 The Smart Contract System has been audited and approved by technical experts with regard to both accuracy and security of the underlying code.
- 17.3 Notwithstanding the above, smart contract technology is still in an early stage of development and its application is currently of an experimental nature, which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, while any audit conducted shall raise the level of security and accuracy of the Smart Contract System, you acknowledge, understand and accept that the audit does not amount to any form of warranty, representation or assurance (in each case whether express or implied) that the Smart Contract System and the SMPT Tokens are fit for a particular purpose or that they are free from any defects, weaknesses, vulnerabilities, viruses or bugs which could cause, inter alia, the complete loss of your contribution and/or the SMPT tokens.

18. DATA PROTECTION

- 18.1 The collection, use, transfer, storage, access and correction of the information collected by the Issuer and Seller (including their authorized agents) ("**Data Collectors**") with regard to the Token Sale, including in the Whitelist Process, shall be subject to this Clause 18 and the Smart Pharma's Privacy Policy (available on the Website).
- 18.2 The personal data the Data Collectors received from the Whitelist and Token Sale will therefore only be collected, stored and processed by the Smart Pharma Group to the extent necessary for the contractual provision of services and permitted by statutory provisions or ordered by the applicable laws. The Data Collectors will treat your personal data with confidentiality and in accordance with the provisions of the applicable data protection laws.
- 18.3 The Smart Pharma Group will only use your personal data as far as you have expressly consented to the use. Your consent can be revoked by you at any time by contacting info@smtph.com.
- 18.4 As part of the Token Sale, the Issuer will collect personal data from you for the purpose of onboarding you as an SMPT tokens holder. It is mandatory for you to provide the Issuer with the personal data which it requires, if you do not, you may not be allowed to participate in the Token Sale. As part of the Token Sale, the Issuer will request from you and will be in possession of your personal particulars including those set forth in Clause 8.3. The Issuer may, at its sole and absolute discretion, request further statements including but not limited to proof of assets.
- 18.5 The Issuer will observe the Personal Data (Privacy) Ordinance of Hong Kong by procuring its staff to be subject to strict standards of confidentiality. The documents collected from you will be collected and held by the Issuer and will be used for the purpose of onboarding you as a holder of SMPT tokens, on-going verification purposes

whilst you hold the SMPT tokens for regulatory audit purposes, and will not be provided to third parties for other unrelated purposes without your consent, unless required to do so under applicable law. Those documents shall be retained by the Issuer for 2 years after you dispose of all of your SMPT tokens. Upon such termination, the Issuer shall permanently remove the relevant whitelisting documents from its system.

19. JURISDICTION AND GOVERNING LAW

- 19.1 These T&Cs (including any non-contractual matters and obligations arising therefrom or associated therewith) and all documents, agreements and application forms into which these T&Cs are incorporated shall be governed by and construed in accordance with the laws of The Republic of Seychelles.
- 19.2 The parties hereto submit any claims or disputes arising under these T&Cs and the Token Sale to the exclusive jurisdiction of the courts of Seychelles.
- 19.3 Any dispute arising out of or related to these T&Cs and the Token Sale is personal to you and the Seller / Issuer will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which one attempts to resolve a dispute as a representative of another individual or group of individuals. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

20. NOTICES

- 20.1 You agree and consent that the Issuer may communicate with you in any way, including by way of electronic communication such as via telegram or email.
- 20.2 Notices sent by email in accordance with these T&Cs shall be deemed to be sent on the date on which the e-mail is confirmed as being sent provided that day is a business day.
- 20.3 Your authorized email address is the email address that you provided in the Whitelist Process. The Issuer's email is info@smtph.com.
- 20.4 All notices and communications made or given pursuant to these T&Cs must be in English.
- 20.5 Should you wish to change your authorised email address, you must send an email to info@smtph.com or update your settings on the Whitelisted account.

21. MISCELLANEOUS

- 21.1 These T&Cs constitute the entire agreement between you and the Seller / Issuer relating to your purchase of SMPT tokens. These T&Cs may be amended from time to time, including where there are changes to the intended functionality of SMPT tokens or as may be otherwise required by any laws or regulatory requirements to which the Issuers are subject. If the Seller / Issuer makes any amendments to these T&Cs, a notice will be published together with the updated T&Cs available on the Website and the "Last Updated" date at the top of these T&Cs will be changed. To the extent permissible by law, any amended T&Cs shall become effective immediately upon the publication of such notice and updated T&Cs available on the Website. It is your responsibility to regularly check the Website for any such notices and updated T&Cs.

- 21.2 Your participation in the Token Sale does not create any form of partnership, joint venture, or any other similar relationship between you and the Issuer. Except as otherwise provided herein, these T&Cs are intended solely for the benefit of you and us and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree and acknowledge that all agreements, notices, disclosures, and other communications that the Issuer provides to you, including these T&Cs, will be provided in electronic form.
- 21.3 It is your sole responsibility to pay any tax in respect of your purchase of SMPT tokens. All payments by you shall be made in immediately available Ethereum and/or Bitcoin free and clear of any withholdings or deductions for any present or future taxes, or other charges. In the event that you are required by law to make any such deduction or withholding from any amount paid, you shall pay to the Seller / Issuer such additional amount as shall be necessary, so that the Issuer continues to receive a net amount equal to the full amount which the Issuer would have received if such withholding or deduction had not been made. The Seller / Issuer bears no liability or responsibility with respect to any tax consequences to you.
- 21.4 If any term, clause or provision of these T&Cs is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these T&Cs and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these T&Cs.
- 21.5 The Seller / Issuer may transfer by way of assignment or transfer of contract part or all of its rights under these T&Cs to one of its Affiliates or third parties. You hereby consent to such transfer of contract or assignment. You must not transfer or assign its rights under these T&Cs to a third party.
- 21.6 Subject to these T&Cs, only you and no other person shall have the right to any claim against the Seller / Issuer in connection with your contribution hereunder. You shall not assign, trade or transfer, or attempt to assign, trade or transfer, your right to any such claim. Any such assignment or transfer shall not impose any obligation or liability of the Issuer to the assignee or transferee.
- 21.7 These T&Cs, including any schedules attached hereto and the materials incorporated herein by reference, constitutes the entire agreement and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the parties of these T&Cs with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by the Smart Pharma Group about the SMPT tokens and the business plan the Smart Pharma Group has developed around the SMPT tokens.
- 21.8 The Seller / Issuer may modify this Agreement at any time by posting a revised version on the Website. The modified terms will become effective upon posting. It is your responsibility to check the Website regularly for modifications to these T&Cs.
- 21.9 Links to third party websites are provided solely as pointers to information on topics or services that may be useful to you. The Issuer has no control over the content on such other websites, and the Issuer accepts no responsibility for them or for any loss or damage that may arise from your use of them. You are responsible for complying with the terms and conditions of those websites.
- 21.10 No failure to exercise, nor any delay in exercising, on the part of the Issuer, any right or remedy under these T&Cs shall operate as a waiver of any such right or remedy or constitute an election to affirm any of these T&Cs. No election to affirm any of these

T&Cs on the part of the Issuer shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in these T&Cs are cumulative and not exclusive of any rights or remedies provided by law.

- 21.11 All agreements, notices, disclosures and other communications provided to you pursuant to these T&Cs in connection with or related to your purchase of the SMPT tokens, including these T&Cs, may be provided to you in electronic form.
- 21.12 Except as otherwise provided hereunder, these T&Cs are not intended to and shall not be construed to give any third party any interest or rights (including, without limitation, any third party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby. Accordingly, a person who is not a party to these T&Cs shall have no right to enforce any of their terms.

Schedule 1
Risk Factors

1. You may be unable to resell or otherwise transact in SMPT tokens at any time, or for the price you paid. Specifically, (i) the SMPT tokens may have no value; (ii) there is no guarantee or representation of liquidity for the SMPT tokens; and (iii) the Seller / Issuer is not and shall not be responsible for or liable for the market value of SMPT tokens, the transferability and/or liquidity of the tokens and/or the availability of any market for the tokens through third parties or otherwise.
2. The Seller / Issuer may modify the timing, sale price and number of SMPT tokens available for sale at any time. The Seller / Issuer reserves the right to terminate the sale process at any time and withdraw any unsold SMPT tokens from the sale process.
3. The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental 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 the SMPT tokens in various ways, including, for example, through a determination that SMPT tokens are regulated financial instruments that require registration. Seller may cease the distribution of the SMPT tokens, the development of the business plan Smart Pharma Group has developed around the SMPT tokens in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.
4. Governments are still grappling with public policy on the regulation of crypto-currencies as a form of settlement in trade. Governments adverse to the proliferation of the use of crypto-currencies in local commerce could issue laws and regulations deeming the use of crypto-currencies a regulated activity. This could result in holders of SMPT tokens being unable to use their tokens without further regulatory compliance.
5. It is conceivable that regulators may in the future seek to broaden the scope of regulation of Token Sales. This could make the Token Sale subject to registration requirements. If the Token Sale becomes subject to registration requirements, this would delay or potentially postpone the proposed Token Sale indefinitely.
6. The SMPT tokens are intended to be listed on a virtual currency exchange but there are no guarantees that it will be able to do so. This could therefore create illiquidity risk with respect to the SMPT tokens which you own. Even if secondary trading of the SMPT tokens is facilitated by Designated Exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. A lack of stability in the cryptocurrency exchanges and the closure or temporary shutdown of cryptocurrency exchanges due to fraud, business failure, hackers or malware, or government-mandated regulation may reduce confidence in the SMPT tokens and result in greater volatility in the price of them. Furthermore, to the extent that third-parties do ascribe an external exchange value to SMPT tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.
7. If the value of ETH, BTC or other accepted cryptocurrency fluctuates unfavourably during or after the Token Sale, there may not be sufficient proceeds to fund the development or maintain the business plan the Smart Pharma Group has developed around the SMPT tokens in the manner that is intended.

8. It is possible that the business plan Smart Pharma Group has developed around the SMPT tokens will not be completed, depending on the proceeds raised from the Token Sale and the steps required to complete development. In addition, it cannot be anticipated whether the development of the SMPT tokens and the implementation of Smart Pharma Group's business plan will occur in the manner expected by management or if significant differences may occur. Such a failure of, or substantial deviation from the currently anticipated development could negatively impact the development of the SMPT tokens and its value.
9. There is currently no trading market available for the SMPT tokens and no suitable platform pursuant to which holders of SMPT tokens may transfer or resell their tokens. Peer-to-peer trading will not be permitted unless and until the subsequent transferee has signed up for the Whitelist. Even if a trading market is available, there is no guarantee that there will be sufficient number of SMPT tokens outstanding to facilitate a liquid market.
10. The value of digital assets such as the SMPT tokens have been extremely volatile and the SMPT tokens may be subject to significant price volatility. The prices of digital assets have historically been subject to dramatic fluctuations and are highly volatile, and the market price of the SMPT tokens may also be highly volatile. Several factors may influence the market price, if any, of the SMPT tokens, including, but not limited to: the ability of the SMPT tokens to trade in a secondary market, if at all; the availability of an Designated Marketplace or other trading platform for digital assets; global digital asset demand, the security of online digital asset exchanges and digital wallets that hold digital assets, the perception that the holding of digital assets is safe and secure and the regulatory restrictions on their use; global digital asset and security token supply; changes in the software, software requirements or hardware requirements underlying the SMPT tokens; changes in the rights, obligations, incentives or rewards of the SMPT token; investment and trading activities of large purchasers, including private and registered funds, that may directly or indirectly invest in securities tokens or other digital assets; regulatory measures, if any, that affect the use of digital assets and security tokens such as the SMPT tokens; and expectations among digital assets participants that the value of security tokens or other digital assets will soon change. A decrease in the price of a single digital asset may cause volatility in the entire digital asset and security token industry and may affect other digital assets including the SMPT tokens. Such volatility in the price of the SMPT tokens may result in significant loss over a short period of time.
11. The SMPT tokens may be subject to arbitrary pricing factors that are not necessarily associated with traditional factors that influence stock prices or the value of non-cryptocurrency assets such as revenue, cashflows, profitability, growth prospects or business activity levels since the value and price, as determined by the investing public, may be influenced by future anticipated adoption or appreciation in value of cryptocurrencies or the blockchain generally, factors over which the Seller / Issuer has little or no influence or control. The prices of the SMPT tokens may also be subject to pricing volatility due to supply and demand factors. The value of the SMPT tokens may be more likely to fluctuate due to changing investor confidence in future appreciation (or depreciation) in market prices, profits from related or unrelated investments or holdings of cryptocurrency. Such factors or events would have a material adverse effect on the ability of Smart Pharma Group to continue as a going concern, or on the price of its securities, which would harm the business, prospects or operations of it and potentially the value of the SMPT tokens.

12. While each SMPT token will entitle its holder to receive certain “sales-based royalties”, “sublicensing income” or “additional cash flow” generated by drug candidates developed by the Smart-ACT™ platform, a pharmaceutical company’s ability to generate revenue and achieve profitability is dependent on its ability to complete the development of its drug candidates and any future drug candidates it develops in our portfolio, obtain necessary regulatory approvals, and have its drugs products under development manufactured and successfully marketed, of which there can be no guarantee. Furthermore, the research methodology used may be unsuccessful in identifying potential drug candidates, or those drug candidates identified may be shown to have harmful side effects or other undesirable characteristics that make them unmarketable or unlikely to receive regulatory approval. Therefore, we cannot guarantee that any and all drug candidates currently and subsequently developed by Smart Pharma Group under the Smart-ACT™ platform will generate any revenue that would derive any “sales-based royalties”, “sublicensing income” or “additional cash flow” for distribution to SMPT token holders.
13. The management of the Smart Pharma Group will have broad discretion in the application of the net proceeds from the Token Sale and could spend the proceeds in ways that do not improve the Smart Pharma Group’s results of operations or enhance the value of the SMPT tokens. The failure by management to apply these funds effectively could result in financial losses that could have a material adverse effect on the Smart Pharma Group’s business, cause the price of the SMPT tokens to decline and delay the development of the SMPT tokens or the Smart Pharma Group’s business. Pending their use, the Smart Pharma Group may invest the net proceeds from the Token Sale in a manner that does not produce income or that loses value.
14. Smart Pharma Group intends to use all of the proceeds raised from the SMPT token sales towards the development and operation of the Smart-ACT™ platform. It is anticipated that, given the current funding needs include funding for validation and assessment of candidates, operation and improvement of the platform, legal/professional services and exchanges-listing, the net proceeds from the sales of the SMPT tokens are likely insufficient to fully fund Smart Pharma Group’s current and future operations. Therefore, Smart Pharma Group will likely require funding from its parent company, i.e., Aptorum Group, or other sources to subsidize and support its operations. If the issuance of the SMPT tokens does not result in substantial proceeds and if Smart Pharma Group cannot raise sufficient funds from other channels, it could have a material adverse effect on Smart Pharma Group’s ability to fund these objectives and carry out its related business plans, its ability to develop the Smart-ACT™ platform may be limited.
15. The Smart Pharma Group also relies on proprietary technologies that are patent pending as well as trade secrets. Despite its efforts to protect the Smart Pharma Group’s proprietary technologies and trade secrets, unauthorized parties may attempt to misappropriate, reverse engineer or otherwise obtain and use them. The contractual provisions that the Smart Pharma Group enters into with employees, consultants, disbursement partners, vendors and customers may not prevent unauthorized use or disclosure of proprietary technology or intellectual property rights of the Smart Pharma Group and may not provide an adequate remedy in the event of unauthorized use or disclosure of the Smart Pharma Group’s proprietary technology or intellectual property rights. If the Smart Pharma Group is unable to protect its intellectual property rights, it may find itself at a competitive disadvantage to others who need not incur the additional expense, time and effort required to create the innovative services that have enabled Smart Pharma Group to be successful to date.

16. SMPT tokens are not redeemable at the option of the holders. Statements set out in the Marketing Materials are merely expressions of Issuer's and Smart Pharma Group's objectives and desired work plan to achieve those objectives, and no promises of future performance or price are or will be made in respect to SMPT tokens, including no promise of inherent value, guarantee of success of the Smart-ACT™ platform and the commercialization of the candidates obtained from the platform, generation and/or issuance of intellectual property rights, and no guarantee that SMPT tokens will hold any particular value.
17. Holders of SMPT tokens may not be able to dispose the SMPT tokens easily and where no secondary market develops, the liquidity of the SMPT tokens may be low.
18. Transfers of SMPT tokens may be frozen by the Issuer or the Designated Exchanges (whichever is applicable) in circumstances where the proposed transferee has not already completed the Whitelist Process (including, without limitation, verification of identity and source of funds).
19. The value of SMPT tokens depends on the development and success of drug candidates obtained from the Smart-ACT™ platform. Accordingly, if there are any difficulties or bottleneck in the development, SMPT tokens may become worthless with the entire amount contributed by a holder at risk.
20. The valuation of cryptocurrency in a secondary market, if existed, is usually not transparent, and highly speculative. The value of SMPT tokens in the secondary market, if any, may fluctuate greatly within a short period of time. There is a high risk that a Purchaser could lose the entire contribution amount. In the worst-case scenario, SMPT tokens could be rendered worthless.
21. The regulatory status of cryptographic tokens, digital assets, and blockchain technology is undeveloped, varies significantly among jurisdictions and is subject to significant uncertainty. It is possible that certain jurisdictions may adopt laws, regulations, policies or rules directly or indirectly affecting the Ethereum blockchain, or restricting the right to acquire, own, hold, sell, convert, trade, or use SMPT tokens. Developments in laws, regulations, policies or rules may alter the nature of the operation of the blockchain network upon which SMPT tokens are dependent. There can be no assurance that governmental authorities will not examine the operations of Issuer, Smart Pharma Group and their Affiliates and/or pursue enforcement actions against them. All of this may subject Issuer, Smart Pharma Group and their Affiliates to judgments, settlements, fines or penalties, or cause them to restructure their operations and activities or to cease offering certain products or services, all of which could harm reputations of Issuer, Smart Pharma Group and their Affiliates or lead to higher operational costs, which may, in turn, have a material adverse effect on SMPT tokens and/or the development of the Smart-ACT™ platform and the drug candidates obtained from it.
22. There is a risk that SMPT tokens might be considered a security in certain jurisdictions, or that they might be considered to be a security in the future. Issuer, Smart Pharma Group and their Affiliates do not provide any warranty or guarantee as to whether SMPT tokens will be a security in the jurisdiction of the Purchaser. Each Purchaser will bear all consequences of SMPT tokens being considered a security in their respective jurisdiction. Every Purchaser is responsible to confirm if the acquisition and/or disposal of SMPT tokens is legal in its relevant jurisdiction, and each Purchaser undertakes not to subsequently transfer SMPT tokens to transferee from any jurisdiction where doing so would be unlawful.

23. The legal ability of Issuer, Smart Pharma Group and their Affiliates to provide or support SMPT tokens in some jurisdictions may be eliminated by future regulation or legal actions. In the event that the Seller / Issuer determines that the purchase or usage of SMPT tokens is illegal in a certain jurisdiction, it may cease operations in that jurisdiction, or adjust SMPT tokens in a way to comply with applicable law. Purchaser bears responsibility for complying with transfer restrictions of SMPT tokens that may be placed on Designated Exchanges which give future Purchasers an opportunity to openly buy SMPT tokens. Existing laws on the circulation of securities in certain countries, such as the United States of America, China, South Korea, Canada and Singapore, may prohibit the sale of SMPT tokens to the residents of those countries. When buying SMPT tokens, Purchasers should be aware of the restrictions on their subsequent sale.
24. There is no guarantee or representation or warranty by the Smart Pharma Group and its Affiliates that: (i) the Smart-ACT™ platform and the drug candidates obtained from it, (ii) the Smart-ACT™ platform will perform as expected and without modifications, (iii) the drug candidates obtained from it will ever be licensed, developed or commercialized. The valuation of the Smart-ACT™ set forth in the Whitepaper is highly speculative and are subject to the satisfaction of all assumptions. Even if all assumptions are met, there is no guarantee that the Smart-ACT™ will make the estimated income and valuation hereunder.
25. Success of the Smart-ACT™ platform depends on its continued innovation to identify existing drug compounds with potential second indications. As a result, the Smart Pharma Group must continuously invest significant resources in research and development to enhance the Smart-ACT™ platform and to develop the drug candidates obtained from it. If the Smart-ACT™ platform is unable to effectively identify therapeutic targets for the chemical compounds, to discover sufficient candidates, or to attract collaborators or investors, Smart Pharma Group's business, income, results of operations and financial condition would be harmed.
26. In addition, successful commercialization of candidates obtained from the Smart-ACT™ platform will depend on the ability for the Smart Pharma Group and its Affiliates to attract potential licensee to develop and commercialized those candidates.
27. The Smart-ACT™ platform's existing and potential competitors include, but are not limited to, companies that operate, or could use AI or machine learning to assist on drug discovery. These companies could devote greater technical and other resources than Smart Pharma Group and its Affiliates have available, have a more accelerated timeframe for deployment and leverage their technologies to provide products and services that are viewed as superior to the Smart-ACT™ platform. Any of the Smart-ACT™ platform's future or existing competitors may introduce different solutions that provide solutions similar to it but with better branding or marketing resources.
28. If the Smart-ACT™ platform fails to innovate, its business, results of operations and financial conditions may be negatively impacted. Further, the Smart-ACT™ platform is still undergoing development while significant shifts in custom and use habits occur constantly and rapidly. Smart Pharma Group and its Affiliates may not successfully anticipate or keep pace with industry changes, and it may invest considerable financial, personnel and other resources to pursue strategies that do not, ultimately, prove effective such that its business, results of operations and financial conditions may be harmed. The potential regulatory pathways for the candidates obtained from the Smart-ACT™ platform may be affected by local, regional, national and international changes

in regulations on drug approval process, which may in turn affect the value of SMPT tokens.