

# LAND NFT AGREEMENT

THIS **LAND NFT AGREEMENT** (THIS "**AGREEMENT**") IS ENTERED BETWEEN YOU (THE "**USER**") AND AFFYN PTE. LTD. (COMPANY REGISTRATION NO. 202129354G) (THE "**SELLER**") A SINGAPORE COMPANY WITH ITS REGISTERED OFFICE ADDRESS AT 9 TEMASEK BOULEVARD, #32-03, SUNTEC TOWER TWO, SINGAPORE 038989. THE USER AND THE SELLER ARE HEREIN REFERRED TO EACH AS A "**PARTY**" AND COLLECTIVELY AS THE "**PARTIES**".

PLEASE READ ALL THE TERMS UNDER THIS AGREEMENT CAREFULLY BEFORE CLICKING THE "I AGREE" BUTTON. BY CLICKING THE "I AGREE" BUTTON, YOU ACKNOWLEDGE YOU HAVE READ AND UNDERSTOOD ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT AND AGREE TO ALL THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT, DO NOT CLICK "I AGREE."

## WHEREAS:

- (A) The Seller has issued FYN Tokens.
- (B) The Seller is developing a utopian metaverse named as "NEXUS" (the "**NEXUS Platform**"). The FYN Tokens are designed to be platform tokens of the NEXUS Platform.
- (C) The Seller intends to develop a webpage that could be on the NEXUS Platform or a mobile application or both ("**World Viewer**"). The Seller intends for the World Viewer to be a world map overlaid with hexagons and further intends to issue and sell NFTs which are digital representations of the land in the world including continents, countries, regions, jurisdictions and cities as created by the Seller for the World Viewer ("**Land NFTs**"). The Seller intends for the User to be able to obtain Land NFTs through either the acquisition of Land NFTs pursuant to the terms of a Land NFT All Access Pass Agreement (and any confirmation forms or other agreements entered into between the User and the Seller pursuant to the Land NFT All Access Pass Agreement), or by planting certain flags ("**Flags**") on available designated hexagons on the World Viewer, which will become Land NFTs once a specified number of Flags have been planted on said hexagons by a single user.
- (D) The Parties have agreed to enter into this Agreement in relation to the acquisition of the Land NFTs subject to the terms and conditions set out in this Agreement.

## THE PARTIES AGREE as follows:

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless the context requires otherwise, each defined term in the preamble and the recitals has the meaning assigned to it in the preamble and recitals respectively and each other defined term has the meaning assigned to it in this Clause 1:

**"Agreement"** means this Land NFT Agreement and includes any and all recitals and schedules that are annexed hereto or which may be annexed to this Agreement at a later date, and any amendments made to this Agreement by all the Parties, in writing.

**"Business Day"** means a day (other than a Saturday, Sunday, or gazetted public holiday) on which banks are open for general business in Singapore.

**"Flag Sale Agreement"** means the Flag Sale Agreement entered or to be entered into between the User and the Seller under which the User has purchased or will purchase Flags from the Seller for use on the World Viewer.

**"FYN Documentation"** means the White Paper and any documents relating to the FYN Tokens as published on the Website.

**"FYN Tokens"** means the digital tokens issued by the Seller with all rights attaching thereto as described in the FYN Documentation.

**"Group Entity"** means any of the Seller and its affiliates and related companies.

**"Land NFT All Access Pass Agreement"** means, where applicable, the Land NFT All Access Pass Agreement entered or to be entered into between the User and the Seller under which the User acquired or is to acquire from the Seller an all access pass and rights for use of the World Viewer to obtain Land NFTs.

**"Launch Date and Time"** means such date and time as the Seller may, in its absolute discretion, announce to the public on the Website or the World Viewer that each phase of the World Viewer or expansion of the world in the World Viewer is to be launched and open to the public specifically for the purpose of planting Flags.

**"NEXUS Platform"** has the meaning ascribed to it in recital (B) of this Agreement.

**"NFT"** means non-fungible token.

**"SIAC"** means the Singapore International Arbitration Centre.

**"SMC"** means the Singapore Mediation Centre.

**"Website"** means the website (<https://www.affyn.com>) and any sub-domains of the website, or such other website that is its replacement.

**"White Paper"** means the electronic whitepaper written by the Seller which describes the FYN Tokens and the NEXUS Platform found on the Website, as may be amended from time to time.

1.2 In the event of any conflict between the FYN Documentation, the Website and this Agreement, this Agreement shall prevail.

1.3 In this Agreement, unless the context requires otherwise, each reference to a clause, annex or schedule is a reference to a clause, annex or schedule respectively of this Agreement.

## **2. ACQUISITION OF LAND NFTS**

- 2.1 The User will, subject to the terms of this Agreement, the Land NFT All Access Pass Agreement (and any confirmation forms or other agreements entered into by the User and Seller pursuant to the Land NFT All Access Pass Agreement), and the Flag Sale Agreement (as applicable) be able to obtain certain Land NFTs either:
  - 2.1.1 pursuant to the terms of a Land NFT All Access Pass Agreement (and any confirmation forms or other agreements entered into by the User and the Seller pursuant to the Land NFT All Access Pass Agreement); or
  - 2.1.2 by planting on any available land in the digital representation of the world on the World Viewer, while the World Viewer is open to users to plant Flags, the requisite number of flags to obtain one or more types of Land NFTs on the World Viewer (which are tentatively going to be categorised into the categories: common, rare, epic, and mythic), on a “first come, first served” basis.
- 2.2 The number of Flags necessary to obtain a Land NFT pursuant to Clause 2.1.2 differs depending on the category the Land NFT belongs to, as specified on the Website, and may be changed from time to time at the Seller’s sole discretion.
- 2.3 Upon the planting of the requisite number of Flags to obtain a Land NFT pursuant to Clause 2.1.2, the Flags planted by the user who first planted the requisite number of Flags will be consumed, and the Land NFT will be distributed to that user by way of transferring the Land NFT to the digital wallet from which the Flags used to obtain the Land NFT were located. Upon the distribution of a Land NFT to a user, any Flags planted on that land by a user other than the user who received the Land NFT will be returned to those other users.
- 2.4 The User assumes the risk that the actual Land NFT (being the Land NFT for a particular location on a World Viewer) may not be available or may not be completely acceptable to him in terms of its view, image, or precise location and will not make any claim against the Seller in relation to such event.
- 2.5 After the receipt of the Land NFTs, and for as long as the User owns the Land NFTs the User shall have the rights in relation to the Land NFTs specified in Annex 1.
- 2.6 The Seller may, but is not obliged at its absolute discretion to, (i) grant additional rights to those specified in Annex 1 and (ii) subject such rights to such terms and conditions as it determines by announcing such rights on the World Viewer or its website or any other means.
- 2.7 The Seller shall have the absolute right to modify, substitute, replace, suspend, delete, cancel or otherwise change the Land NFTs in any manner, including, for the avoidance of doubt, changing the location the Land NFT is tied to, for any purposes whatsoever, at the sole determination of the Seller, including, but not limited to, (i) for in-game purposes, including because the location the Land NFT is tied to having become a restricted area, and (ii) for the purposes of complying with any applicable laws and regulations applicable to the Seller, the Land NFTs, the FYN

Tokens, the NEXUS Platform or the World Viewer. For the avoidance of doubt, in the event that the Seller modifies, substitutes, replaces, or otherwise changes the Land NFTs, the Seller does not guarantee that the modified, substituted, replaced or changed Land NFTs will be of equivalent value to the Land NFTs before such modification, substitution, replacement or change.

### **3. ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS**

3.1 The User acknowledges and agrees that there are numerous risks associated with this Agreement.

3.2 The User expressly acknowledges and assumes the following risks to the extent that each Group Entity is not negligent, fraudulent, or in default or breach of any law, agreement, or obligation:

- (a) **Risks previously disclosed:** The risks previously disclosed in the token purchase agreements or token purchase terms and conditions a copy of which is available at <https://affyn.docsend.com/view/g9c2w7dqrfgqfaex>.
- (b) **Technology:** The World Viewer and the Land NFTs might not be capable of completion, implementation or adoption. Even if the World Viewer or the Land NFTs is or are completed, implemented and adopted, it or they might not function as intended.
- (c) **Reliance on Third Parties:** The Seller may rely on third parties to adopt and implement the World Viewer, the Land NFTs and the NEXUS Platform and to continue to develop, supply and support such systems. There is no assurance or guarantee that those third parties will complete their work or properly carry out their obligations.
- (d) **Risk of hacking:** There is always the risk that the wallet or smart contracts in which the Land NFTs or Flags are held or tied to are hacked regardless of the utmost vigilance on the Seller's part. In such an event, the Seller will not be able to recover the Land NFTs or Flags.
- (e) **Risk of error in transferring Land NFTs:** The User should be aware that in transferring any Land NFTs to any third party, if he makes any error in keying in the wallet address of the intended transferee of the Land NFT, the Land NFT will not be received by the intended transferee of the Land NFT and such Land NFT will be irretrievable and will be lost.
- (f) **Image of areas of the world:** It should be noted that the representations of any part of the world on the World Viewer will not be the same as what that part is in reality and also that the pictorial representation of such areas may not match what that area looks like in the NEXUS Platform.
- (g) **Changes in price of Flags and the Land NFTs:** The price for Flags and Land NFTs that the User may purchase or obtain from time to time may change and a user who enquires about the price may be offered a different price

from that offered to another user at another time because of various factors affecting the price of the Flags or Land NFTs.

- (h) **Right to obtain Land NFTS subject to the planting of Flags on the available land in the World Viewer:** The right to obtain a Land NFT is subject to the planting of the appropriate number of Flags on the available land in the digital representation of the world on the World Viewer, and is subject to the Flag Sale Agreement and the Land NFT All Access Pass Agreement (and any confirmation forms or other agreements entered into between the User and the Seller pursuant to the Land NFT All Access Pass Agreement). The obtaining of a Land NFT is on a “first come, first served” basis, and any particular Land NFT may be obtained prior to the user being able to obtain it himself. There is no guarantee that the User will be able to plant the requisite number of Flags necessary to obtain a Land NFT of his choosing at any time, and there is no guarantee that all holders of Flags will be able to plant all the Flags held by them in any iteration of the World Viewer.
- (i) **Timing of the planting of the Flags are to be based on the Seller’s servers:** The right to obtain a Land NFT is subject to the User being the first person to plant the appropriate number of Flags on the available land in the digital representation of the world on the World Viewer, based on the information stored on the Seller’s servers. There is no guarantee that the User will be taken to be the person to have obtained any particular Land NFT unless such acquisition is reflected on the Seller’s servers (and not, for example, only on the user’s local servers).
- (j) **No refunds for Land NFTs:** Once a Land NFT is obtained by the User, no Flags will be refunded even if the User decides not to, or cannot, use the Land NFTs or transfer the Land NFTs to any third parties.
- (k) **Other risks:** In addition to the aforementioned risks, there are other risks associated with the User’s purchase, holding and usage of Flags, FYN Tokens, Land NFTs including those that the Seller cannot anticipate. Such risks may further materialise as unanticipated variations or combinations of the aforementioned risks.

3.3 The User further understands and agrees that there could be other users of the World Viewer or people who seek to obtain Land NFTs who have access passes with rights that differ from that of the User, and hence the rights given to him may not be exclusive to him, and that other users with access passes that the User does not may have an advantage over the User in acquiring Land NFTs.

#### **4. INDEMNITY**

4.1 To the fullest extent permitted by applicable law, the User will indemnify, defend and hold harmless the Seller from and against all claims, demands, actions, damages, losses, costs and expenses (including legal fees on an indemnity basis)

that the Seller suffers or incurs as a result of the User's breach of this agreement that is not remedied.

## **5. CONFIDENTIALITY**

5.1 Each Party agrees to keep as confidential information the terms of this Agreement and the contents of all negotiations leading to its preparation, and will not disclose or discuss any of that information without the prior written approval of the other Party, except as follows:

- (a) as specifically contemplated by this Agreement;
- (b) to the extent required by law; or
- (c) to the extent required to instruct the Party's professional advisers in relation to the preparation and completion or enforcement of this Agreement.

## **6. COST AND EXPENSES**

6.1 Each Party shall bear its own costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement.

## **7. GENERAL**

7.1 Entire Agreement. This Agreement, including but not limited to the FYN Documentation, constitute the entire agreement between the User and the Seller and supersede all prior or contemporaneous agreements and understandings, both written and oral, between the User and the Seller with respect to the subject matters. The Seller may make changes to this Agreement from time to time as reasonably required to comply with applicable law or regulation but shall not amend this Agreement to alter the rights of the User without the written approval of the User.

7.2 Rights of Third Parties. Except as otherwise provided in herein, this Agreement is intended solely for the benefit of the User and the Seller and is not intended to confer third-party beneficiary rights upon any other person or entity. A person who is not a party under these Agreement has no right under the Contracts (Rights of Third Parties) Act, 2001 of Singapore to enforce or to enjoy the benefit of any term of these Terms. Notwithstanding the foregoing, any Group Entity will be entitled to enforce or to enjoy the benefit of any term of this Agreement.

7.3 Severability. If any provision of this Agreement is held to be illegal or unenforceable, the enforceability of the remainder of this Agreement will not be affected.

7.4 Execution of Documents. Each Party undertakes with the other Party that it will do all such acts and things and execute all such deeds and documents as may be

necessary or desirable to carry into effect or to give legal effect to the provisions of this Agreement and the matters hereby contemplated.

- 7.5 Amendments. Any amendments or variation of this Agreement will be effective if such amendments or variations (as applicable) are presented to the User by the Seller, and the User agrees to the amendments or variations (as applicable) by way of clicking a button labelled "I Agree" or by some other similar method of execution.
- 7.6 Assignment or Transfer. None of the rights and obligations of a Party contained in this Agreement may be assigned or transferred without the prior written consent of each of the Parties. This Agreement shall be binding on and shall ensure for the benefit of each Party's successors and permitted assigns and any reference in this Agreement to a Party shall be construed accordingly.
- 7.7 Non-partnership. Nothing in this Agreement will be deemed to constitute a partnership between the Parties nor constitute any Party the agent of any other Party or otherwise entitle any Party to have authority to bind any other Party for any purpose.
- 7.8 Continuance of Obligations. Notwithstanding the existence of any dispute between the Parties which is referred to mediation or, as the case may be, arbitration, the Parties shall, during the pendency of the mediation or, as the case may be, arbitration, continue to act on matters under this Agreement which are not the subject matter of the Dispute as if no such Dispute had arisen, to the end and intent that the business and operations of the Company are not affected during the pendency of such mediation or arbitration.
- 7.9 Governing Law. This Agreement will be governed by and be construed in accordance with the laws of Singapore and subject to Clause 7.10, the Parties irrevocably submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore including the Singapore International Commercial Court.
- 7.10 Dispute Resolution. Any dispute or differences that cannot be resolved by the Parties within 30 days of its arising will be referred to mediation before a mutually agreed upon mediator and failing such agreement, be submitted to the SMC in accordance with such mediation procedure for the time being in force at the SMC. The Parties agree to participate in any mediation in good faith and undertake to abide by the terms of any settlement reached with all costs relating to such mediation to be borne by the Parties equally.

Any issue or claim not resolved by mediation is to be referred to and finally resolved by arbitration in accordance with the rules of the SIAC for the time being in force which rules are deemed to be incorporated by reference into this Clause. In the event of arbitration, the arbitration tribunal will consist of one arbitrator to be appointed by the Chairman of the SIAC and the language of arbitration will be in English. The governing law of the arbitration will be Singapore law and the disputing parties may conduct the arbitration through Zoom or any

video-conferencing or telephone conferencing facility, subject to the arbitrator's approval. The arbitrator's decision will be final and binding.



## **ANNEX 1 – RIGHTS IN RELATION TO THE LAND NFTS**

After the receipt of the Land NFTs, and for as long as the User owns the Land NFTs the User shall have the following rights in relation to the Land NFTs:

1. The right to transfer the Land NFT to another party or sell the Land NFT to another party on the secondary market, but not the right to encumber the Land NFT, including, for the avoidance of doubt, to use the Land NFT as security for loans.
2. The right to use the Land NFTs in the manner described in the White Paper or the Website or any other publication made by the Seller as and when such features may be implemented on the NEXUS Platform and the World Viewer from time to time, provided always that any features implemented on the NEXUS Platform and the World Viewer may be changed or made unavailable at the Seller's sole discretion from time to time.