

VEO Token, a product of VIEWO Holdings Limited

SAFT

**(Simple Agreement for Future Tokens)
Terms and Conditions**

NOTICE TO RESIDENTS OF EUROPEAN ECONOMIC AREA

IN RELATION TO EACH MEMBER STATE OF THE EUROPEAN ECONOMIC AREA WHICH HAS IMPLEMENTED THE PROSPECTUS DIRECTIVE (EACH, A “RELEVANT MEMBER STATE”), THE SAFT AND ANY RELATED DOCUMENTS ARE BEING DISTRIBUTED ONLY TO, AND DIRECTED ONLY AT (AND ANY RELATED PURCHASE ACTIVITY WILL BE ENGAGED ONLY WITH): (A) A LEGAL ENTITY THAT IS A QUALIFIED INVESTOR AS DEFINED IN THE PROSPECTUS DIRECTIVE, (B) FEWER THAN 100 NATURAL OR LEGAL PERSONS (OTHER THAN QUALIFIED INVESTORS AS DEFINED IN THE PROSPECTUS DIRECTIVE), SUBJECT TO OBTAINING THE PRIOR CONSENT OF ANY REPRESENTATIVE FOR ANY SUCH OFFER; OR (C) PERSON THE SALES TO WHOM WOULD BE IN ANY OTHER CIRCUMSTANCE FALLING WITHIN ARTICLE 3(2) OF THE PROSPECTUS DIRECTIVE;

PROVIDED THAT NO SUCH TRANSACTION MAY RESULT IN A REQUIREMENT FOR THE PUBLICATION BY US OF A PROSPECTUS PURSUANT TO ARTICLE 3 OF THE PROSPECTUS DIRECTIVE. THE EXPRESSION “PROSPECTUS DIRECTIVE” MEANS DIRECTIVE 2003/71/EC (AS AMENDED), INCLUDING BY DIRECTIVE 2010/73/EU, AND INCLUDES ANY RELEVANT IMPLEMENTING MEASURE IN THE RELEVANT MEMBER STATE. THIS EUROPEAN ECONOMIC AREA SELLING RESTRICTION IS IN ADDITION TO ANY OTHER APPLICABLE SELLING RESTRICTIONS SET OUT BELOW.

NOTICE TO RESIDENTS OF RUSSIAN FEDERATION

THE SAFT AND ANY RELATED DOCUMENTS ARE NOT AN OFFER, OR AN INVITATION TO MAKE OFFERS, TO SELL, PURCHASE, EXCHANGE OR OTHERWISE TRANSFER SECURITIES OR FOREIGN FINANCIAL INSTRUMENTS TO OR FOR THE BENEFIT OF ANY PERSON OR ENTITY RESIDENT, INCORPORATED, ESTABLISHED OR HAVING THEIR USUAL RESIDENCE IN THE IN THE RUSSIAN FEDERATION, EXCEPT “QUALIFIED INVESTORS” (AS DEFINED UNDER RUSSIAN SECURITIES LAWS) TO THE EXTENT PERMITTED UNDER RUSSIAN SECURITIES LAWS. THE SAFT AND ANY DOCUMENTS USED IN CONNECTION THEREWITH ARE NOT AN ADVERTISEMENT

IN CONNECTION WITH THE “PLACEMENT” OR A “PUBLIC CIRCULATION” (AS BOTH TERMS ARE DEFINED UNDER RUSSIAN SECURITIES LAW) OF ANY SECURITIES, AND THE SAFT IS NOT INTENDED FOR “PLACEMENT” OR “PUBLIC CIRCULATION” IN THE RUSSIAN FEDERATION, IN EACH CASE UNLESS OTHERWISE PERMITTED UNDER RUSSIAN SECURITIES LAWS. NEITHER THE SAFT NOR A PROSPECTUS RELATING HERETO HAS BEEN OR WILL BE REGISTERED WITH THE CENTRAL BANK OF THE RUSSIAN FEDERATION.

NOTICE TO RESIDENTS OF SWITZERLAND

SAFTS MAY NOT BE PUBLICLY OFFERED IN SWITZERLAND AND WILL NOT BE LISTED ON THE SIX SWISS EXCHANGE (“SIX”) OR ON ANY OTHER STOCK EXCHANGE OR REGULATED TRADING FACILITY IN SWITZERLAND. SAFTS AND ANY RELATED DOCUMENTS HAVE BEEN PREPARED WITHOUT REGARD TO THE DISCLOSURE STANDARDS FOR ISSUANCE PROSPECTUSES UNDER ART. 652A OR ART. 1156 OF THE SWISS CODE OF OBLIGATIONS OR THE DISCLOSURE STANDARDS FOR LISTING PROSPECTUSES UNDER ART. 27 FF. OF THE SIX LISTING RULES OR THE LISTING RULES OF ANY OTHER STOCK EXCHANGE OR REGULATED TRADING FACILITY IN SWITZERLAND. NEITHER SAFTS NOR ANY RELATED MARKETING MATERIAL MAY BE PUBLICLY DISTRIBUTED OR OTHERWISE MADE PUBLICLY AVAILABLE IN SWITZERLAND. SAFTS AND ANY RELATED MARKETING MATERIALS HAVE NOT BEEN AND WILL NOT BE FILED WITH OR APPROVED BY ANY SWISS REGULATORY AUTHORITY, PARTICULARLY INCLUDING THE SWISS FINANCIAL MARKET SUPERVISORY AUTHORITY (“FINMA”), AND IT HAS NOT BEEN AUTHORIZED UNDER THE SWISS FEDERAL ACT ON COLLECTIVE INVESTMENT SCHEMES (“CISA”). THE PROTECTIONS AFFORDED TO ACQUIRERS OF INTERESTS IN COLLECTIVE INVESTMENT SCHEMES UNDER THE CISA DOES NOT EXTEND TO ACQUIRERS OF SAFTS.

NOTICE TO RESIDENTS OF THE UNITED KINGDOM

IN THE UNITED KINGDOM THE SAFT IS BEING DISTRIBUTED ONLY TO, AND IS DIRECTED ONLY AT (AND ANY PURCHASE ACTIVITY TO WHICH IT RELATES WILL BE ENGAGED ONLY WITH): (I) INVESTMENT PROFESSIONALS (WITHIN THE MEANING OF ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 AS AMENDED (THE “FPO”)); (II) PERSONS OR ENTITIES OF A KIND DESCRIBED IN ARTICLE 49 OF THE FPO; (III) CERTIFIED SOPHISTICATED INVESTORS (WITHIN THE MEANING OF ARTICLE 50(1) OF THE FPO); AND (IV) OTHER PERSONS TO WHOM IT MAY OTHERWISE LAWFULLY BE COMMUNICATED (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS “RELEVANT PERSONS”). PERSONS WHO ARE NOT RELEVANT PERSONS SHOULD NOT TAKE ANY ACTION IN CONNECTION WITH THE SAFT OR BASED UPON ANY DOCUMENTS USED IN CONNECTION THEREWITH. IT IS A CONDITION OF YOUR ACQUISITION OF THE SAFT THAT YOU WARRANT TO VIEWO HOLDINGS LIMITED, ITS DIRECTORS, AND ITS OFFICERS THAT YOU ARE A RELEVANT PERSON. THE SAFT AND ANY DOCUMENTS USED IN CONNECTION THEREWITH HAVE NOT BEEN APPROVED BY ANY AUTHORIZED PERSON.

NOTICE TO RESIDENTS OF ALL OTHER JURISDICTIONS

NO ACTION HAS BEEN TAKEN TO PERMIT THE OFFER, SALE, POSSESSION OR DISTRIBUTION OF THE SAFT OR ANY RELATED DOCUMENTS IN ANY JURISDICTION WHERE ACTION FOR THAT PURPOSE IS REQUIRED. YOU ARE REQUIRED TO INFORM YOURSELF ABOUT, AND TO OBSERVE ANY RESTRICTIONS RELATING TO, THE SAFT AND ANY RELATED DOCUMENTS IN YOUR JURISDICTION.

This Simple Agreement for Future Tokens (this “SAFT” or this “Agreement”) contains the terms and conditions that govern your use of the VEO distribution smart contract; and purchase of the related compatible future tokens distributed on the Ethereum blockchain (the “VEO Tokens”) and is an agreement between you or the entity that you represent (“Buyer” or “you”) and Viewo Holdings Limited (the “Company”). Buyer and Company are herein referred to individually as a “Party” and collectively, as the “Parties”.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained in this SAFT and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Buyer hereby agree as follows:

IMPORTANT INFORMATION: PLEASE READ THIS SAFT CAREFULLY AND IN ITS ENTIRETY.

The sale of VEO Tokens has not been registered or qualified under the securities laws of any jurisdiction anywhere in the world. It is being offered and sold only in jurisdictions where such registration or qualification is not required, including pursuant to applicable exemptions that generally limit the purchasers who are eligible to purchase a SAFT and that restrict its resale. The SAFTs may not be offered, sold or otherwise transferred, pledged or hypothecated except as permitted under applicable securities laws.

You confirm that you have read, fully understand and agree with the White Paper and all other documents and disclosures regarding VEO Tokens and SAFTs (“Viewo Documents”) and expressly accept all terms, conditions, obligations, affirmations, representations and warranties described in the Viewo Documents and agree to be bound by them.

You declare that you are not a citizen, permanent resident, agent or representative for any entity of any jurisdiction, where (a) the purchase, possession, transfer, use or other transaction involving any amount of VEO Tokens or SAFTs, or (b) the accessing of, referencing to, engaging in, or otherwise using the Website, is illegal or restricted under applicable law.

You declare that your funds in no way came from illegal or unethical sources, that you are not using any proceeds of criminal or illegal activity, and that no transaction involving VEO Tokens or SAFTs are being used to facilitate any criminal or illegal activity.

In providing the Company with personal information, you give your consent to the Company, its subsidiaries and any involved party to collect, hold, use and disclose your personal information as necessary pursuant to applicable law. In addition to providing the foregoing information, you agree to correspond further with the Company through e-mail or through the “contact” section of the Website, and the Company may retain, use and disclose the content of your communications together with your e-mail address and the Company’ responses.

You agree to provide additional information and required documentation as evidence to comply with KYC/AML (Know Your Customer/Anti-Money Laundering) checks. You understand that failure to provide such information and documentation or your failure to pass KYC/AML checks, shall prohibit you from participating in the VEO Token Sale and SAFT offerings.

- ***BINDING AGREEMENT:*** You understand and agree that you are subject to and bound by this SAFT by virtue of your purchase of future VEO Tokens.
- ***RIGHTS, USES AND ATTRIBUTES OF VEO Tokens:*** Buyer is purchasing the right to future VEO Tokens to potentially receive Services in, and utilize, the Viewo Platform at a future point in time. Buyer is not purchasing future VEO Tokens for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes; Buyer acknowledges, understands and agrees that Buyer should not expect and there is no guarantee or representation made by Company that Buyer will receive any other product, service, rights, attributes,

functionalities, features or assets of any kind whatsoever, including, without limitation, any cryptographic tokens or digital assets now or in the future whether through receipt, exchange, conversion, redemption or otherwise.

- ***PURCHASE OF RIGHT TO FUTURE VEO TOKENS ARE NON-REFUNDABLE AND PURCHASES CANNOT BE CANCELLED. BUYER MAY LOSE ALL AMOUNTS PAID.***
- ***VEO TOKENS MAY HAVE NO VALUE.***
- ***COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL VEO TOKEN PURCHASE REQUESTS AT ANY TIME IN ITS SOLE DISCRETION.***
- ***PLEASE READ THE RISKS SET FORTH IN APPENDIX A (RISK FACTORS) CAREFULLY AND IN THEIR ENTIRETY.***
- ***THIS SAFT INCLUDES PRE-DISPUTE RESOLUTION IN SECTION 9.1 AND REQUIRES ARBITRATION IN SECTION 9.2.***

ARTICLE ONE: ACCEPTANCE OF SAFT AND PURCHASE RIGHT FOR FUTURE ISSUANCE OF VEO TOKENS

- 1.1. Effectiveness: This SAFT shall be effective and binding on the Parties when Buyer:
- (a) has received approval by Company of any KYC/AML documents
 - (b) upon Company's receipt of payment from Buyer. Buyer agrees to be bound on this basis, and confirms that Buyer has read in full and understands this SAFT and the terms on which Buyer is bound; or, if required by Company, and
 - (c) upon Company's receipt of a signed copy of this SAFT.
- 1.2. White Paper: Company has prepared the White Paper, the current version of which is attached hereto as Appendix B describing matters relating to the Viewo platform (the "Viewo Platform"). The White Paper, as it may be amended from time to time, is hereby incorporated by reference. Buyer has read and understands the White Paper and its contents.
- 1.3. VEO Tokens:
- (a) **Purpose**: As mentioned above, purchase of the VEO Tokens will allow Buyer the opportunity to receive Services in, and use, the Viewo Platform at a future point in time. Although VEO Tokens may be tradable, they are not themselves an investment, currency, security, commodity, a swap on a currency, security or commodity or any other kind of financial instrument.
 - (b) **Company's Use of Proceeds**: Buyer acknowledges and understands that the proceeds from the sale of the VEO Tokens will be utilized by Company in its sole discretion.

ARTICLE TWO: EVENTS

- 2.1 **Token Generation Event**. On the Initial Token Generation Date before the expiration or termination of this instrument, Company will automatically issue to Buyer a number of VEO Tokens equal to the Purchase Amount divided by the Discount Price. In connection with and prior to the issuance of VEO Tokens by Company to the Buyer pursuant to this Section 2.1:
- (a) The Buyer will execute and deliver to the Company any and all other transaction documents related to this SAFT, including required verifications under the applicable securities laws; and
 - (b) The Buyer will provide to the Company a network address for which to allocate Buyer's VEO Tokens upon the Token Generation Event.

- 2.2** **Dissolution Event.** If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Buyer immediately prior to, or concurrent with, the consummation of the Dissolution Event, subject to the rights and preferences of the holders of the Company's equity, if any such rights and preferences exist. If immediately prior to the consummation of the Dissolution Event, the assets of the Company that remain legally available for distribution to the Buyer and all holders of all other SAFTs (the "***Dissolving Buyers***"), as determined in good faith by the Company's board of directors, are insufficient to permit the payment to the Dissolving Buyers of their respective Purchase Amounts, then the remaining assets of the Company legally available for distribution will be distributed with equal priority and pro rata among the Dissolving Buyers in proportion to the Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 2.2. Any distributed amounts shall be in U.S. Dollars.
- 2.3** **Termination.** This instrument will expire and terminate upon the earlier of (i) the issuance of Tokens to the Buyer pursuant to Section 2.1; (ii) the payment, or setting aside for payment, of amounts due the Buyer pursuant to Section 2.2; (iii) December 31, 2019 (the "***Deadline Date***"), if the Platform Launch has not occurred as of such date; provided that, the Company shall have the right to extend the Deadline Date by sixty (60) days, in its sole discretion. Notwithstanding, Company reserves the right to terminate this SAFT, in its sole discretion, in the event that Buyer breaches this SAFT. Company reserves the right to terminate this SAFT, in its sole discretion, in the event that Buyer breaches this SAFT. Termination will not affect accrued rights, indemnities, existing commitments or any contractual provision intended to survive termination.

ARTICLE THREE: DEFINITIONS

"Discount Price" means the maximum price per Token sold by the Company to the public during the Platform Launch multiplied by the Discount Rate.

"Discount Rate" is 80%.

"Dissolution Event" means (i) a voluntary termination of operations of the Company, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company, whether voluntary or involuntary.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, any entity exercising legislative, judicial or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization.

"Initial Token Generation Date" means the first date of the Company's first Token Generation Event.

"Laws" means laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders and decrees.

"Platform Launch" means the first date on which the VEO Tokens issued during the Initial Token Generation Event can be used to engage in transactions on the Network.

"Purchase Amount" means the amount listed as the Purchase Amount on the cover page of this SAFT.

"SAFT" means an agreement containing a future right to units of VEO Tokens purchased by Buyers, similar in form and content to this agreement, which a significant portion of the amount raised under the SAFTs will be used to fund the Company's development of the Viewo Platform.

“*Token Generation Event*” means the Company’s offer and sale of immediately deliverable Tokens to persons other than persons who control, are controlled by, or are under common control with the Company.

ARTICLE FOUR: COMPANY REPRESENTATIONS

- 4.1 The Company is a company duly organized, validly existing and in good standing under the laws of Hong Kong, and the Company has the power and authority to own, lease and operate its properties and carry on its business as now conducted.
- 4.2 The execution, delivery and performance by Company of this instrument is within the power of Company and, other than with respect to the actions to be taken when VEO Tokens are to be issued to the Buyer, has been duly authorized by all necessary actions on the part of the Company. This instrument constitutes a legal, valid and binding obligation of the Company, enforceable against Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors’ rights generally and general principles of equity. To the knowledge of Company, it is not in violation of (i) its current articles of incorporation or bylaws, (ii) any material statute, rule or regulation applicable to Company, or (iii) any material indenture or contract to which Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on Company.
- 4.3 To the knowledge of Company, the performance and consummation of the transactions contemplated by this instrument do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to Company; (ii) result in the acceleration of any material indenture or contract to which Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to Company, its business or operations.
- 4.4 No consents or approvals are required in connection with the performance of this instrument, other than Company’s corporate approvals.
- 4.5 To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without an infringement of the rights of others.
- 4.6 **THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE VEO TOKENS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY, OR ANY OTHER PERSON ON THE COMPANY’S BEHALF.**

ARTICLE FIVE: BUYER REPRESENTATIONS

- 5.1 Buyer is not a citizen of, natural and legal person, having habitual residence, location or their seat of incorporation in the country or territory where transactions with digital tokens are prohibited or in any manner restricted by applicable laws or regulations, or will become so prohibited or restricted at any time after this Agreement becomes effective, which shall include, without limitation, United States of America, Canada, People's Republic of China (the PRC), the Republic of Korea, the Republic of Indonesia, Singapore, North Korea, Libya, Syria, Lebanon, Pakistan, Bangladesh, Bolivia, Ecuador, Kyrgystan, Morocco, Nepal or Israel.
- 5.2 Buyer has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of Buyer, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.
- 5.3 Buyer is purchasing this instrument for its own account, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and Buyer has no present intention of selling, granting any participation in, or otherwise distributing the same. Buyer has such knowledge and experience in financial and business matters that the Buyer is capable of evaluating the merits and risks of such purchase, is able to incur a complete loss of the purchase price without impairing Buyer's financial condition and is able to bear the economic risk of such purchase for an indefinite period of time.
- 5.4 Buyer enters into this SAFT with the understanding that (i) he, she or it, as the case may be, may or may not profit upon the successful development and Platform Launch arising from the efforts of Company and its employees to develop and market the Viewo Platform and related generation of the VEO Tokens; and (ii) a Token Generation Event may never occur.
- 5.5 Buyer hereby has sufficient knowledge and experience in business and financial matters to be able to evaluate the risks and merits of its purchase of this SAFT and of the VEO Tokens and is able to bear the risks thereof. Buyer is aware of Company's business affairs and financial condition and has acquired sufficient information about Company to reach an informed and knowledgeable decision to acquire this SAFT. Buyer understands that the VEO Tokens involve risks, all of which Buyer fully and completely assumes, including, but not limited to, the risk that (i) the technology associated with the Viewo Platform will not function as intended; (ii) the Viewo Platform and Platform Launch will not be completed; (iii) the Viewo Platform will fail to attract sufficient interest from key stakeholders; and (iv) Company and/or the Viewo Platform may be subject to investigation and punitive actions from Governmental Authorities. Buyer understands and expressly accepts that the VEO Tokens will be created and delivered to Buyer at the sole risk of the Buyer on an "AS IS" and "UNDER DEVELOPMENT" basis. Buyer understands and expressly accepts that the Buyer has not relied on any representations or warranties made by the Company outside of this instrument, including, but not limited to, conversations of any kind, whether through oral or electronic communication, or any white paper. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE BUYER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY VEO TOKENS AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY COMPANY, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE VEO TOKENS.**
- 5.6 Buyer understands that Buyer bears sole responsibility for any taxes as a result of the matters and transactions the subject of this instrument, and any future acquisition, ownership, use, sale or other disposition of VEO Tokens held by Buyer. To the extent permitted by law, Buyer agrees to indemnify, defend and hold the Company or any of its affiliates, employees or agents (including

developers, auditors, contractors or founders) harmless for any claim, liability, assessment or penalty with respect to any taxes (other than any net income taxes of the Company that result from the issuance of VEO Tokens to Buyer pursuant to Section 2.1 of the instrument) associated with or arising from the Buyer's purchase of VEO Tokens hereunder, or the use or ownership of VEO Tokens.

5.7 Funds; Payments.

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

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

5.8 Miscellaneous Regulatory Compliance:

(a) **Anti-Money Laundering; Counter-Terrorism Financing**: To the extent required by applicable law, Buyer complies with all anti-money laundering and counterterrorism financing requirements.

(b) **Sanctions Compliance**: Neither Buyer, nor any person having a direct or indirect beneficial interest in Buyer or VEO Tokens being acquired by Buyer, or any person for whom Buyer is acting as agent or nominee in connection with VEO Tokens, is the subject of sanctions administered or enforced by any country or government (collectively, "Sanctions") or is organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions.

ARTICLE SIX: PROCEDURES FOR PURCHASE OF RIGHTS AND VALUATION OF PURCHASE AMOUNT

6.1 Company will accept payment for the Right purchased under this SAFT in U.S. Dollars, Bitcoin and Ether. Buyer shall make the required payment to the Company in consideration for Buyer's purchase of the Right pursuant to the SAFT through the procedures provided by the Company.

6.2 For purposes of this instrument, the value of the Purchase Amount shall be deemed in U.S. dollars whether the Buyer pays in Bitcoin or Ether, valued at the Applicable Exchange Rate for Bitcoin or Ether. The term "Applicable Exchange Rate" shall mean the volume-weighted average daily price of Bitcoin or Ether across exchanges in the one hour preceding the Effective Time; provided, however, that in the event that such exchanges experience technical issues in such period that affect the accuracy of the volume-weighted average price, the Company will use its reasonable best efforts to determine the volume weighted average price of Bitcoin or Ether.

ARTICLE SEVEN: RISKS

Buyer has carefully reviewed, acknowledges, understands and assumes the risks set forth in Appendix A hereto, all of which could render the VEO Tokens worthless or of little value:

ARTICLE EIGHT: LIMITATION OF LIABILITY; INDEMNIFICATION

- 8.1. **Limitation of Liability:** To the fullest extent permitted by applicable law, Buyer disclaims any right or cause of action against Company any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part of any shareholders of the Company (the “Viewo Parties”). Each of the Viewo Parties shall not be liable to Buyer for any type of damages, even if and notwithstanding the extent a Viewo Party has been advised of the possibility of such damages. Buyer agrees not to seek any refund, compensation or reimbursement from the Company or any Viewo Party, regardless of the reason, and regardless of whether the reason is identified in this Agreement.
- 8.2. **Damages:** In no circumstances will the aggregate joint liability of the Company and its shareholders, whether in contract, warrant, tort or other theory, for Damages to Buyer under this Agreement exceed the amount received by Company from Buyer.
- 8.3. **Force Majeure:** Buyer understands and agrees that Company shall not be liable and disclaims all liability to Buyer in connection with any force majeure event, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.
- 8.4. **Release:** To the fullest extent permitted by applicable law, Buyer releases the Viewo Parties from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between Buyer and the acts or omissions of third parties.
- 8.5. **Indemnification:**
 - (a) To the fullest extent permitted by applicable law, Buyer will indemnify, defend and hold harmless and reimburse the Viewo Parties from and against any and all actions, proceedings, claims, damages, demands and actions (including without limitation fees and expenses of counsel), incurred by a Viewo Party arising from or relating to:
 - (i) Buyer’s purchase of rights to future VEO Tokens;
 - (ii) Buyer’s responsibilities or obligations under this SAFT
 - (iii) Buyer’s breach of or violation of this SAFT;
 - (iv) any inaccuracy in any representation or warranty of Buyer;
 - (v) Buyer’s violation of any rights of any other person or entity; and/or
 - (vi) any act or omission of Buyer that is negligent, unlawful or constitutes willful misconduct.
 - (b) Company reserves the right to exercise sole control over the defense, at Buyer’s expense, of any claim subject to indemnification under this Section 8.5. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Buyer and Company.

ARTICLE NINE: DISPUTE RESOLUTION

- 9.1. **Informal Dispute Resolution:** Buyer and Company shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this SAFT, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a “Dispute”). If the Parties are unable to resolve a Dispute within ninety (90) days of notice of

such Dispute being received by all Parties, such Dispute shall be finally settled by Binding Arbitration as defined in Section 9.2 below.

- 9.2. Binding Arbitration: Any Dispute not resolved within 90 days as set forth in Section 9.1 shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) rules in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the Parties. The number of arbitrators shall be one who shall be selected by Company. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English. The governing law of the Agreement shall be as set forth in Section 10.1 herein. The arbitration award shall be final and binding on the Parties (“Binding Arbitration”). The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets. Company and Buyer will each pay their respective attorneys’ fees and expenses. Notwithstanding the foregoing, Company reserves the right, in its sole and exclusive discretion, to assume responsibility for any or all of the costs of the arbitration.
- 9.3. No Class Arbitrations, Class Actions or Representative Actions: Any dispute arising out of or related to this Agreement is personal to Buyer and Company and 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 an individual 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.

ARTICLE TEN: MISCELLANEOUS

- 10.1. Governing Law and Venue: This SAFT shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the United Kingdom without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.
- 10.2. Assignment: Buyer shall not assign this SAFT without the prior written consent of the Company. Any assignment or transfer in violation of this Section 10.2 will be void. Company may assign this Agreement to an affiliate. Subject to the foregoing, this Agreement, and the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.
- 10.3. Entire Agreement. This instrument sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings and agreements, whether oral or written, between them. This instrument is one of a series of similar instruments entered into by the Company from time to time. Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the holders of a majority, in the aggregate, of the Purchase Amounts paid to the Company with respect to all SAFTs outstanding at the time of such amendment, waiver or modification.
- 10.4. Severability: If any provision of this SAFT is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the provision shall be modified to make it valid and, to the extent possible, effectuate the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

- 10.5 Electronic Communications: Buyer agrees and acknowledges that all agreements, notices, disclosures and other communications that Company provides Buyer pursuant to this Agreement or in connection with or related to Buyer's purchase of VEO Tokens, including this Agreement, may be provided by Company, in its sole discretion, to Buyer, in electronic form.
- 10.6 Not a Stockholder. The Buyer is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of capital stock of the Company for any purpose, nor will anything contained herein be construed to confer on the Buyer, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise.
- 10.7. No Waivers: The failure by Company to exercise or enforce any right or provision of this Agreement will not constitute a present or future waiver of such right or provision nor limit Company's right to enforce such right or provision at a later time. All waivers by Company must be unequivocal and in writing to be effective.
- 10.8. No Partnership; No Agency; No Third Party Beneficiaries: Nothing in this Agreement and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose. No Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party. This Agreement does not create any third party beneficiary rights in any person.
- 10.9. Participant agrees that any and all 3rd party JV and partners will provide the participants full KYC information to Viewo.

*(Agreeing to the website
terms and conditions
constitutes a legal and
valid signature.)*

APPENDIX A
RISK FACTORS

Please see the attached risk factors as well as those that appear below.

The SAFTs may not be transferred. The terms of the SAFT prohibit transfer of the SAFT. As a result, you will be required to hold their SAFT until the earlier of the Platform Launch and the delivery of all of the VEO Tokens, or the termination of the SAFT pursuant to the provisions set forth therein. Consequently, you must be prepared to bear the risk of purchasing a SAFT until the termination of the SAFT pursuant to the terms set forth therein. If legal exchanges or permissible transfers develop, they may be exposed to fraud or other criminal schemes.

In the event the SAFTs do not convert into VEO Tokens or there is no Platform Launch, you may not receive meaningful value. If there is a Dissolution Event or the Viewo Platform does not launch prior to December 31, 2019, the Company would not expect to have cash on hand adequate to repay the purchase amounts, and the liquidation value of the Company may not be sufficient to cover any shortfall. In this event, you may not receive your purchase amount or any meaningful amount or value.