

## DVLT TOKEN SWAP-BACK AGREEMENT

Please review carefully the terms and conditions of this DVLT Token Swap-Back Agreement ("Agreement").

By transferring DVLT tokens to Xypher Pte. Ltd., you agree to be bound by the terms and conditions herein.

### 1. **TOKEN SWAP-BACK**

- 1.1 At any time prior to 31 December 2018 00:00 SGT (UTC+8) ("Expiry Date"), you may transfer to Xypher Pte. Ltd. all and any of the DVLT tokens held by you free from all charges, liens, pledges, trust or other encumbrances, and with all rights, benefits and entitlements attaching thereto, and Xypher Pte. Ltd. agrees to accept such transfer, and in consideration of your transfer of your DVLT tokens, Xypher Pte. Ltd. shall transfer to you 1 Ether ("ETH") for every 7,500 DVLT tokens so transferred, subject to the terms and conditions under this Agreement ("Token Swap-Back").
- 1.2 The Token Swap-Back shall be carried out via your DATAVLT Wallet.
- 1.3 The Gas for the Token Swap-Back will be borne by Xypher Pte. Ltd.

### 2. **REPRESENTATIONS AND WARRANTIES**

You represent and warrant that as at the date of the transfer ("Transfer Date"):-

- (a) You are the legal and beneficial owner of each DVLT token transferred by you to Xypher Pte. Ltd..
- (b) You have all requisite power to agree to the terms of this Agreement and to carry out and perform your obligations hereunder.
- (c) You are not a citizen or resident of (if an individual) or an entity, partnership or trust established or incorporated in (if a non-individual) of a country ("Your Country") where this Agreement, the issue or utilization (including transfer as envisaged in para 1) or receipt of DVLT tokens or Ether and/or the Xypher Pte. Ltd. Project/Platform contravenes any applicable legislation or laws thereof. Your agreement to or acceptance of this Agreement, your execution of the transactions contemplated or arising from, related to or in connection with by this Agreement and your participation in the Token Swap -Back will not subject Xypher Pte. Ltd. to the laws and regulations of Your Country.
- (d) You are not a citizen, resident or green card holder of (if an individual) or an entity, partnership or trust established or incorporated in (if a non-individual), the United States of America.
- (e) You are of a legal age to legally transfer DVLT tokens and to receive Ethers in Your Country.

### 3. **ACKNOWLEDGEMENT**

You agree and acknowledge that:-

- (a) The Token Swap-Back is smart contract based, and is subject to the terms and conditions applicable thereon are set forth in the Smart Contract System Code, existing on the Ethereum blockchain at [0x26599cD43E65107b738A2AcEB3bB47E3329EDe7F](#). To the extent these terms contained herein or in any other document or communication contradict those

set forth in the Smart Contract System, the terms of the Smart Contract System prevail. Furthermore, neither this Agreement nor any other document or communication may modify or add any additional obligations to Xypher Pte. Ltd.

- (b) The Ethers to be transferred to you pursuant to the Token Swap-Back by Xypher Pte. Ltd. will be transferred to you on an “as-is, where-is” basis and without, to the extent permitted by law, any warranties of any kind, including, but not limited to, warranties of title or other implied warranties, including merchantability or fitness for a particular purpose.

#### 4. **INDEMNITY**

To the maximum extent permitted by the applicable laws, regulations and rules, you shall indemnify, defend, and hold Xypher Pte. Ltd. harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities filed or incurred by any third party against Xypher Pte. Ltd. arising out of your breach of any terms of this Agreement.

#### 5. **GENERAL**

- 5.1 No failure by Xypher Pte. Ltd. to exercise and no delay by Xypher Pte. Ltd. in exercising any right, power or remedy under this Agreement will operate as a waiver. Nor will any single or partial exercise by Xypher Pte. Ltd. of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy by Xypher Pte. Ltd.. No waiver shall be valid unless in writing signed by Xypher Pte. Ltd.. The rights and remedies herein are in addition to any rights or remedies provided by law.
- 5.2 All rights and obligations hereunder are personal to you and you shall not assign any such rights and obligations to any third party without the prior consent in writing of Xypher Pte. Ltd..
- 5.3 Any one or more clauses, stipulations or provisions of this Agreement, or any part thereof, which is declared or adjudged to be illegal, invalid, prohibited or unenforceable under any applicable law in any jurisdiction shall be ineffective to the extent of such illegality, invalidity, prohibition or unenforceability without invalidating, vitiating or rendering unenforceable the remaining clauses, stipulations or provisions of this Agreement, and any such illegality, invalidity, prohibition or unenforceability in any jurisdiction shall not invalidate, vitiate or render unenforceable any such clauses, stipulations or provisions in any other jurisdiction.

#### 6. **GOVERNING LAW**

- 6.1 This Agreement shall be construed and its performance governed in accordance with the law of the Republic of Singapore.
- 6.2 The parties to this Agreement agree that the courts of Singapore shall have exclusive jurisdiction to hear and determine any action or proceeding arising out of or in connection with this Agreement and for that purpose the parties irrevocably submit to the exclusive jurisdiction of such courts.

#### 7. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT (CAP. 53B) NOT APPLICABLE**

A person who is not a party to this Agreement, whether or not any benefit is conferred or purported to be conferred on him directly or indirectly under this Agreement, has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term or condition of this Agreement.