



## TOKEN PRE-SALE AGREEMENT

PLEASE CAREFULLY READ THE TOKEN PRE-SALE TERMS AND CONDITIONS SET OUT IN THIS PRE-SALE AGREEMENT AND THE SCHEDULES THERETO (COLLECTIVELY, THE “**AGREEMENT**”).

BY PURCHASING “LIFECOIN” (or “LFE”) TOKENS (EACH A “**TOKEN**”) FROM YAWLIFE PTY. LTD. (THE “**COMPANY**”, “**WE**”, “**US**”, OR “**OUR**”) DURING THE PRE-SALE PROCESS, YOU (THE “**BUYER**”, “**USER**”, “**YOU**” OR “**YOUR**”) WILL BE BOUND BY THE TERMS OF THIS AGREEMENT AND ANY TERMS INCORPORATED BY REFERENCE. IN THIS AGREEMENT, EACH OF YOU AND THE COMPANY IS A “**PARTY**” AND, TOGETHER, THE “**PARTIES**”.

THE RISK DISCLOSURES IN SCHEDULE C AND THE POLICIES, INCLUDING THE TERMS OF SERVICE ON THE YAWLIFE SOCIAL NETWORK (THE “**YAWLIFE NETWORK**”) (WHICH CAN BE FOUND AT: [HTTPS://YAW.LIFE/](https://yaw.life/)) (THE “**WEBSITE**”) ARE INCORPORATED INTO THIS AGREEMENT AND ARE PART OF THIS AGREEMENT.

IF YOU DO NOT AGREE TO THESE TOKEN PRE-SALE TERMS AND CONDITIONS, DO NOT PURCHASE TOKENS FROM YAWLIFE PTY. LTD.

**NOW THEREFORE**, in consideration of the foregoing and the covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge by the Parties, the Parties hereby agree as follows:

1. **General.**

- a. **Terms.** You will adhere to all YawLife Network rules, regulations, policies and guidance made available to you, including the terms and conditions (collectively, the “**Policies**”) published on the Company Website and as the same may be updated from time to time. You have read and understand this Agreement, including the Schedules hereto and all related Policies.

YOU AGREE AND CERTIFY THAT YOU ARE PURCHASING THE TOKENS DURING THE PRE-SALE FOR YOUR OWN PERSONAL USE AND UTILITY, AND TO PARTICIPATE ON THE YAWLIFE NETWORK, AND NOT FOR INVESTMENT, OR FINANCIAL PURPOSES. YOU AGREE AND CERTIFY THAT THE TOKEN IS NOT A SECURITY OR A CRYPTOCURRENCY AND ACKNOWLEDGE THAT THE TOKEN MAY LOSE ALL VALUE. THE TOKEN IS A PROPRIETARY PIECE OF SOFTWARE IN THE FORM OF A CRYPTOGRAPHIC TOKEN USED ON THE YAWLIFE NETWORK OF WEBSITE(S) AND APP(S).

If you did not understand any of the concepts, terms or conditions identified in this Agreement and the Schedules thereto, or other Policies, you agree that, prior to your purchase of any Tokens in connection herewith, you have contacted us at [hi@yaw.life](mailto:hi@yaw.life) and we have explained such concepts, terms or conditions to your complete satisfaction.

- b. **Support.** We will provide you web-based support only, which may include email, web forums, and knowledge base support. We will not provide telephone or live support. Our support email is [hi@yaw.life](mailto:hi@yaw.life).
2. **Commencement and Duration of Pre-Sale.** The Company will conduct a pre-sale of Tokens (the “**Pre-Sale**”), which will begin at 8:01 a.m. GMT on **January 20, 2022** (the “**Launch Date**”) and end at 8:01 a.m. GMT on **March 10, 2022** (the “**Pre-Sale End Date**”) or such other time and dates as the Company may determine. The Company reserves the right to change the Launch Date or the Pre-Sale End Date, in its sole and absolute discretion. The Pre-Sale of Tokens, and any notifications in connection therewith, will take place via the Website only. Further details regarding the Pre-Sale can be found in Schedule “B” to this Agreement.
3. **Eligibility.** In order to be eligible to participate in the Pre-Sale and to log into the Website’s Pre-Sale portal to make a purchase, you will need to register on the Website and provide the Company with your email address (the “**User Credentials**”). You must also have an Ethereum wallet that supports the ERC-20 token standard in order to receive any Tokens purchased from the Company (the “**Token Receipt Address**”). The Company reserves the right to prescribe additional guidance regarding specific wallet requirements. If you select Ether (“**ETH**”) as your Payment Currency (as defined below) you must provide the Company with a refund address to receive any necessary refunds (the “**Refund Address**”). The Company may assume your Refund Address to be the same as your Token Receipt Address for an easier user experience purchasing Tokens. For the avoidance of doubt, any refunds, if any, will be made in the Payment Currency. The Company is not responsible for any delays, losses, costs, non-delivery of refunds or of Tokens, or other issues arising from the failure to provide, or providing an inaccurate or incomplete Refund Address or Token Receipt Address. **The Company has no obligation to pay any refunds for any reason whatsoever. There can be no assurances that any refunds will be paid for any reason.**
4. **Purchase and Sale of Tokens.**
  - a. **Purchase.** To make a purchase pursuant to the Pre-Sale, you must log into the Website’s Pre-Sale portal, and using your personal wallet, send to the Company the amount of ETH you wish to contribute (“**Purchase Amount**”) in exchange for Tokens. The price per Token, and thus, the number of Tokens that will be allocated to you based on the Purchase Amount shall be determined in accordance with the method set out in Schedule B to this Agreement. The exact purchase time of each purchase of Tokens during the Pre-Sale will be deemed to be the time the Purchase Amount is received and processed by us,

notwithstanding if or when the Tokens are delivered. Notwithstanding the foregoing, the Company may, in limited circumstances, by agreement with certain Buyers, accept other means of payment for Tokens, including Australian, Canadian or US dollars.

- b. **Delivery Date.** The Company intends to allocate and deliver Tokens purchased in the Pre-Sale on or about March 10, 2022, but makes no representation that the purchased Tokens will be delivered within such time frame, or at all. For the avoidance of doubt, any extensions of a proposed delivery date indicated by the Company will not affect your obligation to take delivery of Tokens purchased. The Company may also deliver the Tokens sooner than its intended delivery date, at its sole discretion.
- c. **Delivery Method.** All Token deliveries from the Pre-Sale will be made electronically. Deliveries will be made directly to the Token Recipient Address provided by you in connection with the Pre-Sale.

#### 5. **Security and Data Protection.**

- a. **Security.** You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold Tokens purchased from the Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Tokens. The Company is not responsible for any losses, costs or expenses relating to lost access credentials.
- b. **Additional Information.** You will provide to us, promptly upon our request, information that we, in our sole discretion, deem to be required to maintain compliance with any federal, state/provincial, municipal, domestic or foreign law, regulation or policy ("**Applicable Law**"). You acknowledge that the Company may refuse to sell Tokens to you until you provide such requested information and the Company has determined that it is permissible to sell you Tokens under Applicable Laws. For greater certainty, such information may include a passport, driver's licence, utility bill, photographs of you, government identification cards, and confirmation of personal financial information, or sworn statements.
- c. **Protection and Disclosure of Information.** The Company will not disclose your personally-identifiable information to any third party without your prior written consent, except as required by Applicable Law or as set forth in this Agreement, the Policies, or on the Website. We may use your internet protocol address to verify your purchase of Tokens.

#### 6. **Purpose, Use and Ownership of Tokens**

- a. **Purpose, Use and Ownership.** A detailed description of Tokens can be found in Schedule A to this Agreement. By entering into this Agreement, you

acknowledge that you have read and understood the rights, privileges and obligations associated with your Tokens. Purchase, ownership, receipt or possession of Tokens carries no rights, express or implied, other than the right to use Tokens as a means to enable usage of and interaction with services enabled by the YawLife Network, IF successfully completed and deployed. In particular, you understand and accept that Tokens do not represent or confer any ownership right or stake, share, security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the YawLife Network and/or the Company and its corporate affiliates, other than any rights relating to the provision and receipt of services on the YawLife Network, subject to limitations and conditions in this Agreement.

- b. **Token Migration.** The Company reserves the right to migrate the ERC-20 Tokens to another protocol in the future should the Company determine, in its reasonable discretion, that doing so is necessary or useful to the operation of the YawLife Network.

7. **Scope.**

- a. Unless otherwise stated herein, this Agreement only governs your purchase of Tokens from Company during the Pre-Sale.
  - b. Any use of Tokens in connection with providing or receiving services in the YawLife Network shall be governed by the Policies thereof, along with such other applicable terms and conditions as set out on the Website, and amended from time to time.
8. **Cancellation; Refusal of Purchase Requests.** All Token purchases from the Company are final, and there are no refunds or cancellations, except as may be required by Applicable Law or in the sole discretion of the Company. The Company reserves the right to refuse or cancel, in whole or in part, Token purchase requests at any time in its sole discretion.
9. **Token Allocation.** Important information about the Company's creation and intended use of the Tokens is provided in Schedule B to this Agreement. By purchasing Tokens, you acknowledge that you have read and understood Schedule B to this Agreement.
8. **Acknowledgment and Assumption of Risks.** You acknowledge and agree that there are risks associated with purchasing Tokens, owning Tokens and using Tokens for the provision or receipt of services on the YawLife Network, as disclosed and explained in Schedule C to this Agreement. BY PURCHASING TOKENS, BUYER EXPRESSLY ACKNOWLEDGES AND ASSUMES THESE RISKS. **The Tokens you purchase may lose some or all of their value. The Company makes no assurances that the YawLife Network will develop, or will work, as intended.**
9. **Taxes.** Any amounts that you pay for Tokens are exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of Tokens,

including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. The Company is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of Tokens.

10. **Buyer Representations and Warranties**. By sending ETH to purchase Tokens from the Company, or otherwise purchasing Tokens from the Company, you represent and warrant that:

- a. you have read and understood this Agreement (including all Schedules) and Terms herein;
- b. YOU ACKNOWLEDGE AND AGREE THAT THERE ARE RISKS ASSOCIATED WITH PURCHASING TOKENS, OWNING TOKENS AND USING TOKENS FOR THE PROVISION OR RECEIPT OF SERVICES IN THE YAWLIFE NETWORK INCLUDING (BUT NOT NECESSARILY LIMITED TO) THE RISKS DESCRIBED IN SCHEDULE C OF THIS AGREEMENT;
- c. you have a sufficient understanding of technical and business matters (including those that relate to the services and YawLife Network), cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand this Agreement and to appreciate the risks and implications of purchasing the Tokens;
- d. you understand the restrictions and risks associated with the creation of Tokens as set forth herein, and acknowledges and assumes all such risks;
- e. you have obtained sufficient information about the Tokens, the services and the YawLife Network to make an informed decision to purchase the Tokens;
- f. you understand that the Tokens confer only the right to provide and receive services in the YawLife Network (and potentially contribute to the technical development of the YawLife Network), and confer no other rights of any form with respect to the YawLife Network or the Company, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
- g. you are purchasing Tokens solely for the purpose of receiving services, participating in the YawLife Network, and supporting the development, testing, deployment and operation of the YawLife Network and its related products and services (e.g. the LifeChain), being aware of the commercial risks associated with the Company and the YawLife Network, and you are not purchasing Tokens for any other purposes, including, but not limited to, any investment, speculative resale or financial purpose;
- h. your purchase of Tokens complies with applicable laws and regulations in your



jurisdiction, including, but not limited to: (i) legal capacity and any other threshold requirements in your jurisdiction for the purchase of the Tokens and entering into contracts with the Company; (ii) any foreign exchange or regulatory restrictions applicable to such purchase; and (iii) any governmental or other consents that may need to be obtained;

- i. you will comply with any applicable tax obligations in your jurisdiction arising from your purchase of Tokens;
- j. if you are purchasing Tokens on behalf of any entity, you are authorized to accept this Agreement on such entity's behalf and that such entity will be responsible for breach of this Agreement by you or any other employee or agent of such entity (references to "**you**" in this Agreement refer to you and such entity, jointly);
- k. you have obtained independent legal advice with respect to same before accepting this Agreement, and, in accepting this Agreement, you further represent and warrant to the Company that you have been so advised to obtain independent legal advice, and that prior to accepting this Agreement you have obtained independent legal advice, or have, in your discretion, knowingly and willingly elected not to do so;
- l. you are not a citizen or resident of a geographic area in which access to or use of the services or the acceptance of delivery of the Tokens is prohibited by Applicable Law, decree, regulation, treaty or administrative act, and if your country of residence or other circumstances change such that the above representations are no longer accurate, you will immediately cease using the services;
- m. if you are registering to use the services on behalf of a legal entity, you further represent and warrant that: (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and (ii) you are duly authorized by such legal entity to act on its behalf; and
- n. none of the funds being used to purchase the Tokens are to the your knowledge proceeds obtained or derived directly or indirectly as a result of illegal activities, and the funds being used to purchase the Tokens which will be advanced by you under this Agreement will not represent proceeds of crime for the purposes of the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (the "**AML/CTF Act**") (Australia), *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the "**PCMLTFA**") or other international AML/CTF Act equivalents and you acknowledge that the Company may in the future be required by law to disclose your name and other information relating to this Agreement, on a confidential basis, pursuant to the AML/CTF Act (or their international equivalents), and to the best of your knowledge, none of the funds to be provided by you to the Company are being tendered on behalf of a person or entity who has not been identified to you, and you will promptly notify the Company if you discover that any of such representations cease to be true, and

will promptly provide the Company with all necessary information in connection therewith.

#### 11. **Indemnification.**

- a. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Company 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 “**Company Parties**”) from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys’ fees) that arise from or relate to: (i) your purchase or use of Tokens; (ii) your responsibilities or obligations under this Agreement; (iii) your violation of this Agreement; or (iv) your violation of any rights of any other person or entity.
- b. The Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under this Section 11. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

#### 12. **Disclaimers.**

- a. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY THE COMPANY: (i) THE TOKENS ARE SOLD ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, AND THE COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AS TO THE TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (ii) THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE TOKENS WILL BE CORRECTED; AND (iii) COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- b. The Company expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this document, the [YawLife/LifeCoin™ White Paper](#) (the “**Whitepaper**”), the Website, the Agreement; and (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting therefrom.
- c. Any usage of term “currency” is a general term associated with internal ledger and reward system, built into the YawLife software protocol as it relates to the internal market value within the YawLife Network. YawLife expressly disclaims any representation that LifeCoin seeks to operate as an instrument of commerce,

“money”, or monetary instrument regulated by relevant governmental authorities inside or outside of Australia/Canada/USA.

- d. Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this Section 12 may not apply to you.

**13. Limitation of Liability.**

- a. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (i) IN NO EVENT WILL THE COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE TOKENS OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND (ii) IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE TOKENS, EXCEED THE AMOUNT YOU PAID TO THE COMPANY FOR THE TOKENS.
- b. THE LIMITATIONS SET FORTH IN SECTION 13 WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE COMPANY.
- c. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section 13 may not apply to you.

- 14. Release.** To the fullest extent permitted by applicable law, you release the Company and the other Company 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 users and the acts or omissions of third parties. You expressly waive any rights you may have under any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.



15. **Dispute Resolution; Arbitration.**

- a. **Arbitration.** Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “**Disputes**”) in which either you or the Company seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, all Disputes arising out of or in connection with this Agreement, or in respect of any legal relationship associated therewith or derived therefrom, will be referred to and finally resolved by arbitration in accordance with the laws of the State of New South Wales. The place of arbitration will be Sydney, New South Wales, Australia.
- b. **Notice; Informal Dispute Resolution.** Each of you and the Company will notify the other party in writing of any arbitrable or small claims Dispute within 30 days of the date it arises, so that each of you and the Company can attempt in good faith to resolve the Dispute informally.

Notice to the Company will be sent by e-mail to the Company at: [\[legal@yaw.life\]](mailto:legal@yaw.life).

Notice to you will be by email to the email address provided to the Company. Your notice must include: (i) your name, postal address, email address and telephone number; (ii) a description in reasonable detail of the nature or basis of the Dispute; and (iii) the specific relief that you are seeking. If you and the Company cannot agree how to resolve the Dispute within 30 days after the date notice is received by the applicable party, then either you or the Company may, as appropriate and in accordance with this Section 15, commence an arbitration proceeding or, to the extent specifically provided for in Section 15(a), file a claim in court.

16. **Governing Law and Venue.** This Agreement and the Terms will be governed by and construed and enforced in accordance with the laws of the State of New South Wales, Australia, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out of relating to this Agreement that is not subject to arbitration will be resolved and governed through the courts of New South Wales, Australia, with the venue being Sydney, New South Wales, Australia (including, for the avoidance of doubt, the Federal Court of Australia sitting in Sydney, NSW).
17. **Severability.** If any term, clause or provision of this Agreement is held unlawful, void or unenforceable, then that term, clause or provision will be severable from this Agreement 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 this Agreement.
18. **No Waivers.** The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such

provision at a later time. All waivers by us must be in writing and executed by an authorized signatory of the Company to be effective.

19. **Assignment.** You will not assign this Agreement, or delegate or sublicense any of your rights under this Agreement, without our prior written consent of the Company. Any assignment or transfer in violation of this Section 19 will be null and void. We may assign this Agreement or any of its provisions without your consent. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and permitted assigns.
20. **Binding Agreement.** This Agreement shall be effective and binding on the Parties when Buyer: (a) clicks the check box on the Website to indicate that Buyer has read, understands and agrees to the terms of this Agreement; and (b) upon Company's receipt of payment from Buyer. For Buyers paying in Australian, Canadian or US dollars and executing a physical copy of this Agreement, the Agreement shall be effective and binding on the Parties upon (a) execution of the Agreement by both Parties and (b) Company's receipt of payment from Buyer. In either situation, Buyer agrees to be bound on this basis, and confirms that Buyer has read in full and understands the terms on which Buyer is bound.
21. **Miscellaneous.** This Agreement constitutes the entire agreement between you and the Company relating to your purchase of Tokens from the Company. The Company may assign the Company's rights and obligations under this Agreement. The Company's failure to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision. The Company will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Company's reasonable control. Purchasing Tokens from the Company does not create any form of partnership, joint venture, or any other similar relationship between you and the Company. Except as otherwise provided in herein, this Agreement is intended solely for the benefit of you and the Company 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 Company provides to you, including this Agreement, will be provided in electronic form. While the LifeCoin Tokens have a short form symbol of "LFE" (Just as Ethereum goes by "ETH" for short), YawLife intends to use the U+263C text symbol ("☺") in front of LifeCoin units as desired, when not using the Company logo or its official cosmetic derivatives (☺). For example, just as Ethereum might use their "Ξ" text symbol to portray 7 ETH as "Ξ7," YawLife may portray 7 LifeCoins as "☺7" or as "☺7," but this does not limit branding evolutions in the future. This and other official branding guidelines may be updated at a later point in time, and is subject to change.

## SCHEDULE A

### Description of the Company, platform, and Tokens

**Description of Company.** YawLife Pty. Ltd. is a technology company based out of Sydney, NSW, Australia. It exists to create rich experiences for its customers, whilst bettering the world.

**Description of Token.** LifeCoin (or “LFE”) will be utilized on the YawLife Network to purchase advertisement placements, premium content, non-fungible tokens (such as digital animals and environments for use in the interface), as well as for tipping content creators, and staking in the content reporting & review process. Network nodes will receive LFE Mining Rewards in exchange for contributing their computational power (energy for the LifeChain and YawLife Network).

**Description of Platform.** The YawLife Network will facilitate a new social media experience, whereby users can post and curate content, and earn LifeCoin and reputation [SENSE] for doing so. Users will have their own little world on their profile that is unique to them. In this world, they can customize it with digital plants, creatures and environments that others can see when visiting their profile. We plan to allow artists to submit their creations, so that users can download free and premium collectibles (represented by verifiable non-fungible tokens) that serve to act as a digital art decoration for their profile/world (e.g. an animated snow leopard for their island). Resource-willing (and if we deem it worthwhile), collectibles in this unique profile/world may be usable in games and experiences developed by the Company or third parties.

A component and future development of the YawLife Network encompasses the LifeChain, which indexes all Ethereum smart contracts executed by the Company, with aspirations to form a separate blockchain if deemed practicable. This LifeChain may be used for blockchain identification services (ideally tied to user biometrics), for use in potential authentication and payment services (e.g. holding health/vaccination cards, drivers licenses, etc.). Such a system could interface with future hardware and software developed by the Company or third parties, and potentially save lives (e.g. if a paramedic with tiered access could use biometrics to determine a patient's allergy to penicillin and treat accordingly). Downloadable clients will facilitate mining.

For further information on the platform, the services, the Token and the Company, see the Whitepaper available at <https://yaw.life>. Information in the Whitepaper and on the Company's website are of a DESCRIPTIVE NATURE ONLY, and DO NOT, unless explicitly incorporated herein, form part of the Agreement or the Terms. The Company reserves the right to prioritise development on the Platform in areas it deems appropriate to develop a minimum viable product, and expand along a trajectory it deems fit. The nature of current app prototype(s) shown are of a front-end interactive visual demonstration only, and do not reflect the existence of current working backend components. Prototypes displayed are meant to convey a vision of what the potential end product (i.e. Platform) may entail, but are subject to change and require development of backend functionality and additional front-end design development. The Platform (or YawLife Network) may encapsulate numerous applications and websites, and does not guarantee to contain all features within a single product/service. This includes, but does not limit to separate dedicated-applications for interfacing with the LifeChain and LifeCoin Token. The Company will focus resources derived from this Presale (and otherwise) towards what it deems most prudent towards the long-term existence and benefit of the Company.

## SCHEDULE B

### CREATION AND ALLOCATION OF TOKENS BY COMPANY

#### **GENERAL**

The “LifeCoin” (or “LFE”) Tokens are intended to serve as the in-app currency and are key to using the YawLife Network, managing the contract library, security testing, network fees, monitoring, and management of the entire smart contract process on the “LifeChain”. The LifeCoin Tokens power the YawLife Network.

The only official and authorised Pre-Sale website URL operated by YawLife is <https://yaw.life>. You must ensure that the URL of your web browser indicates that it is using a hypertext transport protocol secure connection (“https”) and that the domain name is correct.

YawLife will provide you with a unique intermediary address so you can confirm that your payment has been received and that such payment has subsequently and automatically been sent. This includes the ethereum contract address.

#### **INITIAL ALLOCATION**

The initial supply of LifeCoins is set at 10 billion (the “**Initial Supply**”), set out below. However, please note that there is no limit as to the actual number of LifeCoin Tokens that may be created.

Recipient	Number of Tokens
General Public (via Pre-Sale)	7,800,000,000
YawLife Pty. Ltd.	1,400,000,000
Mining Rewards	700,000,000
Nonprofits and Charities	100,000,000

#### **Details**

7.8 billion Tokens will be sold to participants in the Pre-Sale. 1.4 billion Tokens will be retained by the Company in reserve for future sales to fund future business obligations and expenses. 700 million Tokens will be given out to miners. 100 million Tokens will be given to nonprofits and charitable initiatives to be utilized to promote their causes on YawLife. Part of this Token distribution will focus on the alleviation of poverty and the advancement of science. The rest will be determined by community voting, and given out in staggered periods of time.

#### **CREATION AND ALLOCATION OF FUTURE TOKENS**

As stated, the Initial Supply of Tokens shall be limited to 10 billion until such time as the World's Population, based [in accordance with/as set out in/as calculated by <https://census.gov>], surpasses 10 billion people. For greater certainty, additional Tokens shall be created in accordance with the following formula:

If the World Population is >10 Billion People and <10,100,000,000 People, an additional 100,000,000 Tokens will be created (for a total supply of 10,100,000,000 Tokens). Once the World Population is >10,100,000,000 and <10,200,000,000, an additional 100,000,000 Tokens will be created (for a total supply of 10,200,000,000 Tokens). The threshold for the creation of each additional 100 million Tokens is the beginning of every additional 100 million humans in the World Population. For example, if there are 10,200,000,000 Tokens in existence, and a World Population of 10,200,000,000 people, an additional 100 million Tokens would be created when the World Population reaches 10,200,000,001 people.

The Company reserves the right to use multiple sources for confirmation of World Population in the calculation of creation of future Tokens, but will make every effort to ensure that it reflects accurate population data. The Company reserves the right to reflect multiplanetary population data in "World Population," so that when humans live on the moon (luna), Mars and beyond, the LifeCoin Tokens will reflect the company motto that "Everybody matters."

Notwithstanding the foregoing, the creation and issuance of future Tokens may be modified, in the sole discretion of the Company, as deemed necessary and appropriate to ensure the efficient operation of the YawLife Network, its related products and services, and the LifeChain.

### **CALCULATION OF PRICE**

For greater certainty, regardless of the aggregate amount of funds raised during the Pre-Sale, the total aggregate amount of Tokens issued to Buyers pursuant to the Pre-Sale shall be 7,800,000,000. See the following for Pre-Sale allocation.

Formula for Per Unit Value:

$$\text{Available LifeCoin}^{\text{TM}} \text{ Supply} / \text{Amount Raised (i.e. Ether, fiat)} = \text{Per Unit Value}$$

For example, if YawLife reaches its stretch-goal target of AUD\$100,000,000, the final allocation of Tokens at the Pre-Sale End Date shall be calculated in accordance with the below formula:

Example:

$$\begin{aligned} & \text{☼}7.8 \text{ Billion LifeCoin}^{\text{TM}} / \$100 \text{ Million AUD} = \text{☼}78 \text{ LifeCoin}^{\text{TM}} [\text{LFE}^{\text{TM}}] \text{ per } \$1\text{AUD} \\ & \text{(or } \$0.013 \text{ AUD per } \text{☼}1 \text{ LFE}^{\text{TM}}) \end{aligned}$$



## SCHEDULE C

### Certain Risk Relating to Purchase, Sale and Use of Tokens

**IMPORTANT NOTE:** As noted elsewhere in this Agreement, the Tokens are not being structured or sold as securities or any other form of investment product. Accordingly, none of the information presented in this Schedule C is intended to form the basis for any investment decision, and no specific recommendations are intended. The Company expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this Schedule C; (ii) any error, omission or inaccuracy in any such information; or (iii) any action resulting from such information.

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

1. ***Risk of Losing Access to Tokens Due to Loss of Private Key(s), Custodial Error or Buyer Error***

A private key, or a combination of private keys, is necessary to control and dispose of Tokens stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing Tokens will result in loss of such Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store Tokens in, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your Tokens. Additionally, your failure to follow precisely the procedures set forth in for buying and receiving Tokens, including, for instance, if you provide the wrong address for the Token Receipt Address, or provides an address that is not ERC-20 compatible, may result in the loss of your Tokens. The loss of your credentials will result in the loss of your Tokens. Best practices dictate that you safely store credentials in one or more backup locations geographically separated from the working location.

2. ***Risks Associated with the Ethereum Protocol***

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

3. ***Risk of Mining Attacks***

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

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

4. ***Risk of Hacking and Security Weaknesses***

Hackers or other malicious groups or organizations may attempt to interfere with the platform or the Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the platform is based on open-source software, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the platform, which could negatively affect the platform and the Tokens, including the utility of the Tokens for obtaining services.

5. ***Risks Associated with Markets for Tokens***

The Tokens are intended to be used solely within the platform, and the Company will not support or otherwise facilitate any secondary trading or external valuation of Tokens. This restricts the contemplated avenues for using Tokens to the provision or receipt of services, and could therefore create illiquidity risk with respect to the Tokens you own. Even if secondary trading of Tokens is facilitated by third party exchanges, such exchanges may subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third-parties do ascribe an external exchange value to Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

6. ***Risk of Uninsured Losses***

Unlike bank accounts or accounts at some other financial institutions, Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer, such as the Federal Deposit Insurance Corporation, or private insurance arranged by Company, to offer recourse to you.

7. ***Risk of Future Inflationary or Deflationary Measures***

The Company may, from time to time and in its sole discretion, adopt deflationary or inflationary mechanisms deemed necessary or prudent to optimize the viability and operation of the YawLife Network. ANY SUCH DEFLATIONARY OR INFLATIONARY MECHANISMS AND THE ADOPTION THEREOF ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND MAY HAVE AN ADVERSE AFFECT ON THE UTILITY OF EACH TOKEN.

8. ***Risks Associated with Uncertain Regulations and Enforcement Actions***

The regulatory status of the Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the platform and the Tokens. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger

technology and its applications, including the platform and the Tokens. Regulatory actions could negatively impact the platform and the Tokens in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of the Tokens constitutes unlawful activity or that the Tokens are a regulated instrument that require registration or licensing of those instruments or some or all of the parties involved in the purchase, sale and delivery thereof. The Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

9. ***Risks Arising from Taxation***

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

10. ***Risk of Competing platforms***

It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the platform and attempt to facilitate services that are materially similar to the services. The platform may compete with these alternatives, which could negatively impact the platform and Tokens, including the utility of the Tokens for obtaining services.

11. ***Risk of Insufficient Interest in the platform or Distributed Applications***

It is possible that the YawLife platform will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of distributed platforms (such as the YawLife platform) more generally. Such a lack of use or interest could negatively impact the development of the platform and therefore the potential utility of the Tokens, including the utility of the Tokens for obtaining services.

12. ***Risk of Lack of Adoption or Use of the YawLife Network.***

While a Token should not be viewed as an investment, it may have value over time. That value may be limited if the YawLife Network lacks use and adoption. If this becomes the case, there may be few or no markets following the launch of the application, resulting in an adverse impact on the Token, from which it may never recover.

13. ***Risks Associated with the Development and Maintenance of the platform***

The platform is still under development and may undergo significant changes over time. Although the Company intends for the Tokens and platform to function as described in Schedule A of this Agreement, and intends to take commercially reasonable steps toward those ends, the Company may have to make changes to the specifications of the Tokens or platform for any number of legitimate reasons. Moreover, the Company has no control over how other participants will use the platform, what products or services will be offered through the platform by third parties, or how third-party products and services will utilize Tokens (if at all). This could

create the risk that the Tokens or platform, as further developed and maintained, may not meet your expectations at the time of purchase. Furthermore, despite the Company's good faith efforts to develop and participate in the platform, it is still possible that the platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the platform and Tokens, and the potential utility of the Tokens, including the utility of the Tokens for obtaining services.

**14. *Risk of an Unfavorable Fluctuation of ETH or BTC Value***

The Company team intends to use the proceeds from selling Tokens to fund the maintenance and development of the YawLife Network, as described further in Schedule B. If the value of ETH or BTC fluctuates unfavourably during or after the Pre-Sale, the Company team may not be able to fund development, or may not be able to develop or maintain the platform in the manner that it intended. In addition to the usual market forces, there are several potential events which could exacerbate the risk of unfavorable fluctuation in the value of ETH and/or BTC, including uncertainties created by the lack of resolution to the bitcoin scaling debate, the possibility of a so-called "Hard Fork" of bitcoin if one of the competing camps in the scaling debate decides to force the issue; another DAO-like attack on the Ethereum network; or significant security incidents or market irregularities at one or more of the major cryptocurrency exchanges.

**15. *Risk of Dissolution of the Company or platform***

It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of ETH and/or BTC (or other cryptographic and fiat currencies), decrease in the Tokens' utility (including their utility for obtaining services), the failure of commercial relationships, or intellectual property ownership challenges, the platform may no longer be viable to operate or the Company may dissolve.

**16. *Risks Arising from Lack of Governance Rights***

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

**17. *Risks Associated with Reporting, Reviewing, Curating & Reputation***

The purchaser may lose LFE Tokens by exercising votes maliciously or carelessly (e.g. staking LifeCoin Tokens to flag content as misinformation, when consensus dictates that it is not). This extends to inaccurate tags/translation/reports. The Reporting/Reviewing/Curation process relies upon an additional reputational mechanism, "SENSE" which is factored in upon deriving the consensus (which determines the corresponding output of LifeCoin Tokens and SENSE staked). While the Company will make every possible effort to ensure these systems work as intended, there are always risks that at first they do not, or at some point are exploited, and we will not be

held liable for loss of SENSE or LifeCoin Tokens. It is possible that niche topics may contain heightened risk in the staking process, as there are fewer participants. It is possible that compromised accounts may affect the reputational [SENSE] weight in this process, but we will mitigate this with identity-backed accounts, multi-factor authentication, and other preventative systems.

18. ***Unanticipated Risks***

Cryptographic tokens such as the Tokens are a new and untested technology. In addition to the risks included in this Schedule C of this Agreement, there are other risks associated with your purchase, possession and use of the Tokens, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Schedule C of this Agreement.

