SIMPLE AGREEMENT FOR FUTURE TOKENS

Project for QMGT Token

PLEASE READ THE TERMS SET OUT HEREIN CAREFULLY. THE TOKENS ARE NOT INTENDED TO CONSTITUTE SECURITIES OF ANY FORM, UNITS IN A BUSINESS TRUST, UNITS IN A COLLECTIVE INVESTMENT SCHEME OR ANY OTHER FORM OF INVESTMENT IN ANY JURISDICTION. THIS AGREEMENT DOES NOT CONSTITUTE A PROSPECTUS OR OFFER DOCUMENT OF ANY SORT AND IS NOT INTENDED TO CONSTITUTE AN OFFER OF SECURITIES OF ANY FORM, UNITS IN A BUSINESS TRUST, UNITS IN A COLLECTIVE INVESTMENT SCHEME OR ANY OTHER FORM OF INVESTMENT, OR A SOLICITATION FOR ANY FORM OF INVESTMENT IN ANY JURISDICTION. NO REGULATORY AUTHORITY HAS EXAMINED OR APPROVED OF THIS AGREEMENT, AND NO ACTION HAS BEEN OR WILL BE TAKEN IN RESPECT OF OBTAINING SUCH APPROVAL BY LEGATUS GLOBAL PTE LTD AND QUANTUM METAL DIGITAL SOLUTIONS INC OR ITS AFFILIATES UNDER THE LAWS, REGULATORY REQUIREMENTS OR RULES OF ANY JURISDICTION. THE PROVISION OF THIS AGREEMENT TO YOU DOES NOT IMPLY THAT THE APPLICABLE LAWS, REGULATORY REQUIREMENTS OR RULES HAVE BEEN COMPLIED WITH.

AT THE TIME OF YOUR INTENDED PURCHASE OR PURCHASE OF THE TOKENS PURSUANT TO THIS AGREEMENT.

SIMPLE AGREEMENT FOR FUTURE TOKENS

THIS SIMPLE AGREEMENT FOR FUTURE TOKENS (this "**Agreement**") is entered into this **3rd day of April 2024**, by and among **QUANTUM METAL DIGITAL SOLUTIONS INC** (Company Registration Number: **2024010130012-02**) ("**Token Vendor**"), a private company limited by shares and incorporated in the Philippines with its registered office at **1811 MEDICAL PLAZA ORTIGAS 25 SAN MIGUEL AVE, SAN ANTONIO, CITY OF PASIG, SECOND DISTRICT, NATIONAL CAPITAL REGION, 1600, PHILIPPINES.**, representing **Project QMGT ("Project Owner")** and **THE PERSON/CORPORATION WHOSE PARTICULARS ARE SET OUT IN SCHEDULE 1 HERETO** ("**Buyer**"), in connection with the intended creation and distribution by Token Vendor of certain cryptographic tokens ("**Tokens**") to be created and distributed by Token Vendor in furtherance of the establishment and operation of the Project QMGT (as defined in Exhibit 1) (the "**Project**") to be developed by Project Owner.

The Tokens are intended to function as the native cryptographic currency for use within the Project as described in the version or draft of the WhitePaper entitled "QMGT *Whitepaper Ver. 1.0.*"

The Sales of Token by Token Vendor is legally operating with Legatus Global Pte Ltd, as a legal holder of exempt status under the Payments Services Act for Digital Payment Tokens.

Each of Token Vendor and Buyer shall hereinafter be referred to as a "**Party**", and collectively, Token Vendor and Buyer shall hereinafter be referred to as the "**Parties**".

NOW, THEREFORE, in consideration of the mutual agreements contained below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

1.1. <u>Definitions of Certain Terms</u>. The terms defined in this Article 1.1, whenever used in this Agreement shall have the respective meanings indicated below.

<u>Affiliate</u>: with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person.

<u>Buyer Tokens</u>: as set out in Schedule 1.

<u>Claim Period</u>: as defined in Schedule 2.

Digital Currency: Cryptocurrencies including but not limited to Bitcoin and Ether.

Encumbrances: in relation to any Buyer Token or to the extent that Purchase Consideration be denominated in Digital Currency, means any lien, charge, mortgage, pledge, option, rights of preemption, hypothecation, claims, restrictions on transfer, encumbrances, priority or security interest, over or in such Buyer Token or Digital Currency, or any agreement or arrangement for or to similar effect.

Governmental Authority: any nation or government, any state or other political subdivision thereof, any entity exercising legislative, executive, 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. For the avoidance of doubt, Governmental Authority may include private bodies exercising quasi-governmental, regulatory or judicial-like functions to the extent they relate to any Party, the Tokens and/or the Project.

Intellectual Property: all of the following in any jurisdiction throughout the world: (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), including without limitation the Project technology, all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, divisions, continuations in-part, revisions, and extensions;
(ii) all trademarks, service marks, trade names, trade dress, logos, business and product names, corporate names, Internet domain names, slogans, other source identifiers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith; (iii) all copyrightable works, all copyrights and all applications, registrations and renewals in connection therewith, and all moral rights (and similar non-assignable rights) and all benefits of waivers of moral rights (and similar non-assignable rights) therein; (iv) all trade secrets and confidential, technical and business information (including but not limited to ideas, research and development, algorithms, compositions, processes, designs, drawings, formulae, trade secrets, know-how, industrial models, business methods, technical data and information, engineering and technical drawings, product specifications and confidential business information); (v) mask work and other semiconductor chip rights and all applications, registrations and renewals in connection therewith; (vi) software; (vii) all other intellectual property and proprietary rights; and (viii) copies and tangible embodiments thereof (in whatever form or medium, including electronic media).

Laws: laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders and decrees of any Governmental Authority, including amendments thereto.

MAS: as defined in Article 4.11(b) (ii).

OFAC: as defined in Article 4.11(b) (ii)

Organizational Documents: the articles of incorporation, certificate of incorporation, charter, by-laws, articles of formation, certificate of formation, regulations, operating agreement, certificate of limited partnership, partnership agreement and all other similar documents, instruments or certificates executed, adopted or filed in connection with the creation, formation or organization of a Person, including any amendments thereto.

Person: an individual or legal entity or person, including without limitation a Governmental Authority.

Purchase Consideration: as defined in Article 2.1.

S$: Singapore dollars, the lawful currency of Singapore for the time being.

Sanctions : as defined in Article 4.11(b)(ii).

Settlement Date : as set out in Schedule 1.

SIAC : as set out in Article 7.9.

Token Distribution Date : as set out in Schedule 1.

Token Distribution : the sale of Tokens by Token Vendor to the general public.

Token Distribution Event : conclusion of the Token Distribution.

Token Sale : as defined in Article 2.1.

Token Vendor Indemnities : as defined in Article 6.2.

Token Vendor Warranties : as defined in Schedule 2.

US$: United States of America dollars, the lawful currency of trade and value in this agreement.

WhitePaper: one or more documents (whether or not entitled "White Paper"), as may be amended from time to time in Token Vendor's sole discretion, explaining, among other things, the Project and the Tokens, and including, but not limited to, the Project Plan, Project Roadmap, Developments and Token Vendor personnel.

2. SALE OF TOKENS

2.1. <u>Sale and Distribution of Tokens</u>. Subject to the terms and conditions set forth in Article 5, on or about the Token Distribution Date, Token Vendor shall deliver to Buyer such number of Tokens as specified in Schedule 1 hereof ("**Buyer Tokens**") for the purchase consideration specified in Schedule 1 hereof ("**Purchase Consideration**") in such fiat currency or Digital Currency as specified in Schedule 1 hereof, free of Encumbrances ("**Token Sale**").

2.2. <u>Settlement of Purchase Consideration</u>. Subject to the terms and conditions set forth in Article 5, to the extent that Purchase Consideration:

(a) <u>be denominated in fiat currency,</u> an amount equal to such Purchase Consideration shall at Token Vendor's election be paid by Buyer to Token Vendor: (a) in cash; (b) by way of cashier's order drawn in favour of Token Vendor on a licensed bank in Singapore or such other country as Token Vendor may agree; or (c) transferred via bank transfer by Buyer to a bank account designated by Token Vendor on or before the Settlement Date; or

(b) be denominated in Digital Currency, an amount of cryptographic tokens representing and equal to such amount of Digital Currency shall be transferred by Buyer to the blockchain address designated by Token Vendor for receipt of such cryptographic tokens on or before the Settlement Date PROVIDED THAT such transfer would be considered effected only if there are at least thirty (30) confirmations on the blockchain applicable to such cryptographic tokens for such transfer.

2.3. <u>Obligation of Buyer to provide Information</u>. To the extent that Token Vendor determines, in its sole discretion, that it is necessary, prior to the Token Sale, to obtain certain information about Buyer in order to comply with any applicable law or regulation in connection with the Token Sale, Buyer shall provide Token Vendor with such information promptly upon such request, and acknowledges and accepts that Token Vendor may refuse to proceed with the Token Sale or withhold delivery of Tokens to Buyer until such requested information has been provided to the satisfaction of Token Vendor.

2.4. <u>Reliance</u>. Each of the Parties acknowledges that it has entered into this Agreement in reliance upon the other Parties' representations and warranties being true, accurate, complete and non-misleading. Save to the extent set out in this Agreement, no Party makes any other representations or warranties, express or implied, to the other Parties and each Party acknowledges to the other Parties that it has not relied on or been induced by any other warranties or representations made by the other Parties to enter into this Agreement.

3.   REPRESENTATIONS AND WARRANTIES OF TOKEN VENDOR

Token Vendor hereby represents and warrants to Buyer, as of the date hereof, as follows:

3.1.   <u>Formation and Standing</u>. Token Vendor is a corporation duly organized, validly existing and in good standing under the Laws of Token Vendor's country of incorporation and have all requisite corporate power and authority to carry on the transactions contemplated by Token Vendor under this Agreement.

3.2.   <u>Authorization of Agreement, etc</u>. Token Vendor has all requisite power and authority to execute and deliver this Agreement and to sell the Buyer Tokens to Buyer and to carry out and perform its obligations under this Agreement, and this Agreement will constitute a legal, valid and binding obligation of Token Vendor enforceable against Token Vendor in accordance with its terms, except that such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar laws of general application relating to or affecting creditors' rights generally and by equitable principles (regardless of whether enforcement is sought in a proceeding in equity or at law).

3.3.   <u>Compliance with Laws and Other Instruments</u>. The execution, delivery and performance of this Agreement will not result in (i) any violation of, be in conflict with in any material respect, or constitute a material default under, with or without the passage of time or the giving of notice (A) any provision of Token Vendor's Organizational Documents; (B) any provision of any permit, franchise, judgment, decree or order to which Token Vendor is a party, by which it is bound, or to which any of its material assets are subject; (C) any material contract, obligation, or commitment to which Token Vendor is a party or by which it is bound; or (D) any Laws applicable to Token Vendor, or (ii) the creation of any material lien, charge or encumbrance upon any material assets of Token Vendor.

3.4.   <u>No Consents or Approvals</u>. The execution and delivery of and performance under this Agreement require no approval or other action from any Governmental Authority or Person.

3.5.   <u>Intellectual Property</u>. Token Vendor has a good and valid title to all owned Intellectual Property. To the extent that could be reasonably known to Token Vendor, it has not infringed, diluted, misappropriated or otherwise violated the rights of any third party in respect of any Intellectual Property. None of such Intellectual Property owned by Token Vendor is subject to any outstanding order, ruling, decree, judgment, or stipulation by or with any court, tribunal, arbitrator or Governmental Authority.

4.   REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents, warrants and covenants to Token Vendor, as of the date hereof up to and including the Token Distribution Date, as follows:

4.1.   <u>Eligibility.</u> It is not:

(a)   located in a jurisdiction where the Token Sale is prohibited, restricted or unauthorized in any form or manner whether in full or in part under the laws, regulatory requirements or rules in such jurisdiction.

4.2.   <u>Formation and Standing</u>. To the extent that Buyer is a corporation, that Buyer is a corporation duly organized, validly existing and in good standing under the Laws of Buyer's country of incorporation, and has all requisite corporate power and authority to carry on the transactions contemplated of Buyer under this Agreement.

4.3.   <u>Authorization of Agreement, etc</u>. Buyer has all requisite power and authority to execute and deliver this Agreement and purchase the Buyer Tokens and to carry out and perform its obligations under this Agreement, and this Agreement will constitute a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, except that such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar laws of general application relating to or affecting creditors' rights generally and by equitable principles (regardless of whether enforcement is sought in a proceeding in equity or at law).

4.4.   <u>Compliance with Laws and Other Instruments</u>. The execution, delivery and performance of this Agreement will not result in (i) any violation of, be in conflict with in any material respect, or constitute a material default under, with or without   the passage of time or the giving of notice (A) to the extent Buyer is a corporation, any provision of Buyer's Organizational Documents; (B) any provision of any permit, franchise, judgment, decree or order to which Buyer is a party, by which it is bound, or to which any of its material assets are subject; (C) any material contract, obligation, or commitment to which Buyer is a party or by which it is bound; or (D) any Laws applicable to Buyer, or (ii) the creation of any Encumbrance upon any material assets of Buyer.

4.5.   No Consents or Approvals. The execution and delivery of and performance under this Agreement require no approval or other action from any Governmental Authority or Person.

4.6.   Purchase for Investment. Buyer understands that Buyer must bear the economic risk of Buyer's purchase of Buyer Tokens for an indefinite period of time. Buyer also understands that to the extent Tokens (which includes Buyer Tokens) are securities under the Laws of any jurisdiction in which Tokens are to be traded or subject of transfers, such trades or transfers of Tokens may be restricted by such Laws, and that no market exists or is expected to develop for the Tokens.

4.7.   The Whitepaper. Buyer has received a copy of the current White Paper prepared in relation to the Project and has carefully read it. Buyer acknowledges that the White Paper may change during the time leading up to the Token Distribution Date, and Buyer accepts the obligation to promptly read new versions of the White Paper, which will be made available to Buyer via this website :

https://qmgt.io/

4.8.   Evaluation of and Ability to Bear Risks. Buyer has such knowledge and experience in financial matters, business and technology, including but not limited to blockchain technology and other considerations relating thereto to be able to evaluate the risks and merits of (a) this Agreement and (b) the Buyer Tokens to be purchased by Buyer pursuant to this Agreement, including but not limited to the risks outlined in Article 4.10 herein, and is able to bear such risks. [Buyer is an "accredited investor" as such term is defined under the Laws of such jurisdiction where they legally reside and/or which apply to the Token Sale under this Agreement and will provide such documentation and other evidence as may be requested by Token Vendor to establish such status.]

4.9.   Significant Risks. Buyer understands that the Project and the creation and distribution of the Tokens involve significant risks, including, but not limited to, the risk that (i) the technology associated with the Project may not function as intended; (ii) the Project may fail to attract interest or adoption, either from key stakeholders or the broader community; (iii) the Token Distribution Event may not occur; (iv) Token Vendor may fail to adequately fund its operations and/or the Project; (v) the Tokens may decrease in value over time and/or lose all monetary value, as there are no guarantees as to the price of Tokens purchased by Buyer and no guarantees that the price per Token determined by the market will be equal to or higher; and (vi) Token Vendor and/or the Project may be subject to investigation and enforcement actions from Governmental Authorities, and these Governmental Authorities may make changes to existing Laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications.

4.10.   Taxes. Buyer acknowledges, understands and agrees that: (a) the purchase and receipt of Tokens may have tax consequences for Buyer; (b) Buyer is solely responsible for

Buyer's compliance with Buyer's tax obligations; and (c) Token Vendor bears no liability or responsibility with respect to any tax consequences to Buyer.

4.11. <u>Anti-Money Laundering and Sanctions Compliance</u>.

    (a)   <u>Anti-Money Laundering; Counter-Terrorism Financing</u>. To the extent required by applicable Laws, Buyer represents and warrants to Token Vendor that Buyer complies with all anti-money laundering and anti-terrorism- financing requirements.

    (b)   <u>Sanctions Compliance</u>. Neither Buyer, nor (in the case where Buyer is a corporate Person) any of its subsidiaries, its directors, officers, employees, agents or any other person acting on behalf of Buyer or any of its subsidiaries is an individual or entity that is, or is owned or controlled by, a Person that:

        (i)   is listed by the Monetary Authority of Singapore ("**MAS**") as designated individuals or entities defined in the respective regulations promulgated under the Monetary Authority of Singapore Act (Chapter 186) of Singapore, the United Nations Act (Chapter 339) of Singapore or the Terrorism (Suppression of Financing) Act (Chapter 325) of Singapore or such other law, regulation or rule as may be prescribed by the MAS from time to time;

        (ii)   is currently the subject of any sanction administered by the United States Office of Foreign Assets Control of the United States Department of the Treasury ("**OFAC**") or any other United States government authority, is not designated as a "Specially Designated National" or "Blocked Person" by OFAC or subject to any similar sanctions or measures imposed or administered by the United Nations Security Council, the European Union, Her Majesty's Treasury of the United Kingdom or similar sanctions administered or imposed by the government of Singapore or any other country (collectively, the "**Sanctions**");

        (iii)   is located, organized or resident in a country or territory that is the subject of such Sanctions (including, without limitation, the Democratic People's Republic of Korea, the Democratic Republic of Congo, Eritea, Iran, Libya, Somalia, South Sudan, Sudan and Yemen);

        (iv)   has engaged in and is not now engaged in any dealings or transactions with any government, person, entity or project targeted by, or located in any country or territory, that at the time of the dealing or transaction is or was the subject of any Sanctions; or

(v) otherwise is a party with which Token Vendor is prohibited from dealing under applicable Laws.

5. CONDITIONS PRECEDENT

5.1. <u>Conditions to Obligation of Token Vendor</u>. The obligations of Token Vendor to consummate the Token Sale and all other transactions contemplated hereby shall be subject to:

(a) receipt by Token Vendor of a legal opinion from its legal advisor that Part XIII of the SFA is not applicable to the Token Sale on or before the Token Distribution Date;

(b) receipt by Token Vendor of Purchase Consideration in full in accordance with this Agreement on or before Settlement Date;

(c) compliance by Buyer of its obligations under this Agreement; and

(d) the truth and accuracy of Buyer's representations and warranties, but shall remain subject to all other provisions of this Agreement, including without limitation the termination right pursuant to Article 7.1.

6. DISCLAIMER; LIMITATIONS; INDEMNITY

6.1. <u>No Claim, Loan or Ownership Interest</u>. Neither this Agreement nor the purchase of the Buyer Tokens (i) provides Buyer with any claim whatsoever with respect to Token Vendor, its Affiliates and/or their respective assets; (ii) is a loan to Token Vendor; (iii) provides Buyer with any ownership interest whatsoever in Token Vendor; and (iv) provide Buyer with any rights of a stockholder of Token Vendor 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.

6.2. <u>Indemnification by Buyer</u>. Buyer shall defend, indemnify and hold harmless Token Vendor, its Affiliates and their officers, directors, employees, agents, successors and assigns (collectively, the "**Token Vendor Indemnities**") from and against, and pay or reimburse the Token Vendor Indemnities for, any and all losses resulting from (a) any inaccuracy in or breach of any representation or warranty when made or deemed made by Buyer in or pursuant to this Agreement, (b) any willful or negligent breach of or default in performance by Buyer under this Agreement.

7. MISCELLANEOUS

7.1. <u>Termination</u>. Token Vendor shall be entitled by notice in writing to Buyer to terminate this Agreement if (i) Buyer does not comply with its obligations under this Agreement; (ii) Token Vendor, in its absolute discretion, elects to abort the development of Project prior to Token Distribution Date; (iii) the development of Project is required by any applicable law to cease or terminate before the Token Distribution Date; (iv) the development of Project discontinues as a result of any event beyond the control of Token Vendor, which cannot be resumed within three (3) months; (v) the creation, distribution or issuance of Tokens is illegal, invalid, prohibited by any government in any jurisdiction, or forced by any applicable law to cease, or becomes subject to any approval, registration, filing or other statutory procedure or requirement that Token Vendor is unable or chooses not to meet.

Upon any such termination, Buyer shall not be entitled to receive any Tokens, and Token Vendor shall refund to Buyer 100% of the Purchase Consideration.

In any event, this Agreement shall terminate on the full receipt by Buyer of Buyer Tokens, *provided* that Articles 6 and 7 of this Agreement shall survive any termination hereof and upon receipt of Buyer Tokens pursuant to this Agreement, Buyer shall not be entitled to any refund of Purchase Consideration.

7.2. <u>Governing Law</u>. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the Laws of Singapore, 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.

7.3. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective heirs, successors and permitted assigns. This Agreement shall not be assignable or otherwise transferable without the prior written consent of the other Party, *provided* that Token Vendor may assign or transfer this Agreement to an Affiliate. Any purported assignment in violation of this provision shall be void.

7.4. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

7.5. <u>Severability</u>. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consumed as originally contemplated to the fullest extent possible.

7.6.   Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same document.

7.7.   No Partnership and No Agency. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between any of the Parties. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, any Party the agent of any 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.

7.8.   Third Party Rights. Save for the Token Vendor's Affiliates who shall have rights to the extent accorded thereto under this Agreement, any person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce any provisions of this Agreement.

7.9.   Dispute Resolution. Parties shall cooperate in good faith to resolve any dispute or claim arising out of or in any way relating to this Agreement. If the Parties are unable to resolve such dispute or claim within ninety (90) days, such dispute or claim shall be finally settled by arbitration, and judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets. The arbitration shall be conducted under the rules of the Singapore International Arbitration Centre ("**SIAC**"). The arbitration tribunal shall consist of a sole arbitrator to be appointed by the President of the SIAC. The language of the arbitration shall be English.

7.10.   Publications and Notifications, Fees and Expenses. The Parties shall agree to any press release or publication that jointly involves the names, brands or officers of all Parties. Written correspondence and notifications between the Parties, whether as a result of a dispute or otherwise intended to be official correspondence, may be through email or other common forms of social media (including but not limited to Skype, Slack, WeChat and WhatsApp). Each Party shall be solely liable for all its own fees, costs and otherwise in connection with negotiation and execution of this Agreement and any future dealings between the Parties and/or future publications regarding the Parties.

7.11.   Electronic Communications. Buyer agrees and acknowledges that all agreements, notices, disclosures and other communications that Token Vendor provides Buyer pursuant to this Agreement or in connection with or related to Buyer's purchase of Buyer Tokens, including this Agreement, may be provided by Token Vendor, in its sole discretion, to Buyer, in electronic form.

7.12.   Confidentiality. This Agreement shall remain confidential among the Parties in perpetuity, except to the extent required to be disclosed pursuant to applicable Laws.
The details of the offer are not to be released to the public domain nor shared with any private parties. If there is breach by the Buyer of this clause, the company will sue for unlimited liability.

SCHEDULE 1
Particulars of Buyer / Token Sale

Particulars of Buyer	
	Name姓名 ： Nationality / Place of Incorporation: Identification Number/Passport 护照/**身份证号码** : Address 地址 : 电子邮件 Email: Telephone/Mobile No 电话号码：
Buyer Tokens	XXXX Tokens / XXXXXUSD
Purchase Consideration	**1ˢᵗ Private Round**：1 QMGT = **Gold Price on Date of Purchase**
Settlement Date	**23ʳᵈ Apr 2024**
Token Distribution Date	**TBD**

SCHEDULE 2
Limitation of Liability

Notwithstanding anything in this Agreement to the contrary, the provisions in this Schedule 2 shall operate to limit the liability of Token Vendor in respect of any claim by Buyer.

1. <u>Warranties</u>

    The several representations and warranties of Token Vendor ("**Token Vendor Warranties**") and such other covenants, undertakings and indemnities expressly set out in this Agreement are the only representations, warranties, undertakings or other assurances of any kind given by or on behalf of Token Vendor to Buyer and all other warranties, expressed or implied by law, trade, custom, usage or otherwise are hereby expressly excluded by Token Vendor.

2. <u>De Minimis Claims</u>

    No liability shall in any event arise in respect of any claim for breach of the Token Vendor Warranties or any claim pursuant to any other provision of this Agreement unless the aggregate amount of the claim (together with the aggregate amount of any previous claims made against Token Vendor) shall exceed S$[50,000.00].

3. <u>De Maximis Claims</u>

    The aggregate liability of Token Vendor in respect of claims by Buyer made for breach of the Token Vendor Warranties shall not in any event exceed [100] percent of the amount of the Purchase Consideration.

4. <u>Time Limitation</u>

    Token Vendor shall not be liable in any way or in any event in respect of any claim under this Agreement if such claim was not made in the period commencing from the Settlement Date to the date falling [six (6) months] after the Settlement Date (such period being the "**Claim Period**"). Any claim or indemnity claim which has been made before the expiration of the Claim Period shall, if it has not been previously satisfied in full, settled or withdrawn, be deemed to have been withdrawn and shall become fully barred and unenforceable on the expiry of the period of [six (6) months] commencing from the date on which such claim was made, unless proceedings in respect thereof shall have been commenced against Token Vendor and for this purpose proceedings shall not be deemed to have been commenced unless they shall have been issued and served upon Token Vendor.

5. Buyer shall not be entitled to recover or otherwise obtain reimbursement or restitution from Token Vendor under this Agreement more than once in respect of the same damage suffered.

6. For the avoidance of doubt, nothing in this Schedule 2 shall limit Buyer's obligation (at law or otherwise) to mitigate its loss in respect of any claim under this Agreement, and Buyer shall not be entitled to recover damages in respect of any claim (as the case may be) if, and to the extent that, Buyer have already recovered damages in respect of the same fact or subject matter.

7. In the event of a delay or exit of the project due to unforeseen circumstances, token buyers will have the right to redeem their token gold value based on the token distribution dates listed in schedule 1, through the operating company.

EXHIBIT 1
Token Characteristics

In this Agreement, the "**Tokens**" shall mean the **QMGT Token (QMGT)**, the characteristics of which are described further in this Exhibit 1, and "**Token**" shall be construed accordingly.

QMGT Token

Token name: **QMGT Token**

Token symbol: **QMGT**

Cap of number of Tokens ever to be generated: **3,000,000 Tokens**

Token type: **ERC20**

Total for 1st **Private Round** : **1,000,000 Tokens**
Price for special allocation – **Gold Value at time of Sale, Airdrop reward of $4 for QMC* Coin for each QMGT Token**.

Total for 2nd **Private Round** : **1,000,000 Tokens**
Price for special allocation – **Gold Value at time of Sale, Airdrop reward of $3 for QMC* Coin for Each QMGT Token**.

Total for **3rd Private Round** : **1,000,000 Tokens**
Price for special allocation –**Gold Value at time of Sale, Airdrop reward of $2 for QMC* Coin for Each QMGT Token**.

We can legally accept fiat under the PSA regulations under licensed processed status in local SGD currency through bank transfer.

*The activities of $QMC has no direct impact on the value of $QMGT
*QMC airdrop eligibility has holding requirements of 30% of your QMGT from snapshot.

The Parties have duly executed this Agreement as of the date first above written.

TOKEN VENDOR and PROJECT OWNER

SIGNED by

)
) 签名 ⬇️

ERWIN ESCUDERO,
CHAIRMAN

Quantum Metal Digital Solutions Inc.

_____
Name: ERWIN CARMELO T
ESCUDERO

BUYER

SIGNED by

签名⬇

)
)

➡️—NAME—

Name 姓名：

SIGNING PAGE TO SIMPLE AGREEMENT FOR FUTURE TOKENS