

TONGTONG COIN TERMS OF SALE

March 11, 2018

PLEASE READ THESE TERMS OF SALE CAREFULLY BEFORE PURCHASING TOKENS ISSUED BY TONGTONG COIN, AS THEY AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS INCLUDING BUT NOT LIMITED TO, WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. YOU WILL NOT BE ABLE TO PROCEED TO PURCHASE TOKENS WITHOUT AGREEING TO BE BOUND BY THESE TERMS

Your purchase of TongTong Coin (or "Tokens") from Tomatos, a Republic of Korea exempted company limited by shares, is subject to these Terms of Sale ("Terms").

These Terms take effect in the private, pre, public sale when you click an "Submit" button or check box presented with Terms and in respect of TongTong Coin purchased under a simple agreement for future tokens ("TONTONG COIN") when you execute a TONTONG COIN (as appropriate, the "Effective Date").

1. GENERAL

1.1 Terms

You hereby acknowledge and undertake that you will adhere to all rules and regulations as promulgated by TongTong Coin in respect of your purchase of and utilization of Tokens, including the Policies. You hereby acknowledge that you have read and fully understand the TongTong Coin Whitepaper. You hereby acknowledge and agree that you fully understand and agree to these Terms and the Token Documentation, and acknowledge that you have been given sufficient opportunity to discuss these Terms and the Token Documentation with TongTong Coin and with your independent legal and financial advisors.

1.2 Support:

You acknowledge and agree that TongTong Coin and/or its delegate will provide webbased support only, including email, web forums, and knowledge-based support, in connection with the utilisation of the Tokens.

1.3 Third Party Content:

Third Party Content may be made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Because TongTong Coin may not have tested or screened the Third Party Content, and expressly provides no warranties or representations in respect of any Third Party Content, your use of any Third Party Content is at your sole risk. TongTong Coin does not accept liability for any fees

incurred or damages caused by your use of any Third Party Content. TongTong Coin does not guarantee the availability of any Third Party Content for any purpose. TongTong Coin does not guarantee the accuracy or precision of any information provided to us by any third party, including, without limitation, network information, pricing information or other statistical data. TongTong Coin may change, discontinue, or deprecate any of the Third Party Content.

1.4 Token Use;

No Security; No Equity: Ownership of the Tokens carries no right, express or implied, other than to enable usage of and interaction with the TongTong Coin Platform, if successfully completed and deployed. In particular, you understand and accept Tokens do not represent or confer any ownership right or stake, share, equity or security or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of ownership participation in or relating to the TongTong Coin Platform, and/or TongTong Coin and its corporate affiliates, other than personal rights relating to use of the TongTong Coin Platform, subject to limitations and conditions in these Terms and applicable Policies. TongTong Coin are not intended to be a digital currency, security, commodity or any other kind of financial instrument.

2. OFFERING

2.1 Purchase:

You agree to purchase, and TongTong Coin agrees to sell, on the terms set forth herein, the TongTong Coin. Your purchase is final. Any refunds will be solely at the discretion of TongTong Coin. TongTong Coin may be purchased from the Distribution Smart Contract using ether ("BTC, ETH, QTM, XRP, LTC"). Pricing will be as set out in the Token Sale Offering Memorandum.

2.2 Delivery Date:

The Distribution Smart Contract will make available to you the Resulting Distribution upon both of the following having occurred: (a) having received full payment for the TongTong Coin in BTC, ETH, QTM,XRP, LTC and (b) having verified identification pursuant to the relevant blockchain registry.

2.3 Delivery Method:

You shall purchase TongTong Coin with BTC, ETH, QTM,XRP, LTC. Once the BTC, ETH, QTM,XRP, LTC is received from you the Distribution Smart Contract will make available the appropriate amount of TongTong Coin on the provided ETH address or the TX ID from which your ether was sent.

2.4 Third Party:

If you purchase TongTong Coin using a third party, that third party is your agent, not the agent of TongTong Coin, for any purpose, including but not limited to the purpose of the payment of BTC, ETH, QTM,XRP, LTC. You, not TongTong Coin, are responsible for ensuring that TongTong Coin actually receives the appropriate amount of BTC, ETH, QTM,XRP, LTC. TongTong Coin is not responsible for any loss of funds due in any part to the use of a third party to send or receive BTC, ETH, QTM,XRP, LTC.

2.5 Restrictions:

Citizens and residents (whether a natural or legal person) of:

- (a) the United States of America (including the Commonwealth of Puerto Rico, the United States Virgin Islands and other possessions of the United States of America),
- (b) the Republic of Singapore,
- (c) the Hong Kong Special Administrative Region of the People's Republic of China;
- (d) the People's Republic of China, and
- (e) any other jurisdiction designated by TongTong Coin from time to time, are prohibited from purchasing TongTong Coin. TongTong Coin reserves the right to refuse sale of TongTong Coin to anyone who is, in the absolute discretion, ineligible to apply to purchase TongTong Coin.

3. SECURITY AND DATA PRIVACY

3.1 Your Security: You will implement reasonable and appropriate measures designed to secure access to (i) any device associated with the email address associated with your account, and (ii) private keys required to access any relevant Ethereum address or your TongTong Coin. In the event that you are no longer in possession of any private key or device associated with your provided Ethereum address, you understand you may never be able to access your TongTong Coin.

3.2 Additional Information: You will provide to us, immediately upon our notice of request, from time to time, information and documentation that we, in our sole discretion, deem to be required to maintain compliance with any international, federal, state or local law, regulation or policy. Such documents include, but are not limited to, passports, driver's licenses, photographs of you, government identification cards. Should you fail to provide us with such information or documentation you acknowledged that we shall be entitled to take such action as we determine is reasonable for us to comply with applicable laws, including, without limitation, refusing to deliver Tokens or restrict access to the Platform. You acknowledge and consent to us disclosing such information or documentation to the extent we determine advisable or necessary to comply with applicable law, regulation or policy.

3.3 Privacy Policy and Data Protection: We shall adhere to the "TongTong Coin Privacy Policy" in form as appended or uploaded to the TongTong Coin Site from time to time.

3.4 Your Information: We may use aggregate statistical information about your activity, including, without limitation, your activity on the TongTong Coin Site and logins to various websites, for marketing or any other purpose in our sole discretion. However, we will not release your personally-identifying information to any third party without your consent, except as set forth herein or in any Policy.

4. YOUR RESPONSIBILITIES

4.1 Security and Backup: You are responsible for properly configuring any software in connection with your access to, storage or use of the TongTong Coin.

4.2 End User Violations: You will be deemed to have taken any action that you permit, assist or facilitate any person or entity to take related to these Terms. You are responsible for End Users' purchase and use of TongTong Coin. You will ensure that all End Users comply with your obligations under these Terms and that the terms of your agreement with each End User are consistent with these Terms.

4.3 End User Support: You are responsible for providing customer service (if any) to End Users. We do not provide any support or services to End Users unless we have a separate agreement with you or an End User obligating us to provide support or services.

5. TAXES

You are responsible for complying with all applicable law regarding the payment of taxes (and any reporting) related to the purchase, transfer sale, assignment, utilization, import and export of TongTong Coin. TongTong Coin is not responsible for your compliance with tax law.

You agree that for all purposes the TongTong Coin are deemed to be delivered, upon their distribution by TongTong Coin, in the Republic of Korea.

6. TERM; TERMINATION

6.1. Term: The term of these Terms will commence on the Effective Date and will continue until terminated in accordance with these Terms.

6.2 Termination: These Terms will terminate automatically upon earlier of: the delivery of substantially all of your Resulting Distribution or after as noted in the TongTong Coin Whitepaper from time to time. We may terminate these Terms in our sole discretion if you breach any term or Policy.

6.3 Effect of Termination: Upon any termination of these Terms:

(a) all your rights under these Terms immediately terminate; (b) you are not entitled to a refund of any amount paid; (c) you will immediately return or, if instructed by us, destroy all TongTong Coin Content in your possession; and (d) Clauses 3.2, (Additional Information), 3.3 (Privacy and

Data Protection), 4.1 Security and Backup), 5 (Taxes), 6.3 (Effect of Termination), 7 (Proprietary Rights), 8 (Additional Representations and Warranties), 9 (Indemnification), 10 (Risk and Disclaimers), 11 (Limitations of Liability), 12 (Modifications to the Agreement), 13 (Miscellaneous) and 14 (Definitions), will continue to apply in accordance with their terms. We will not be liable for any special, incidental or consequential damages you sustain, including, without limitation, any special, incidental or consequential damages due to any loss of credentials, login information or private keys for any website or software or your inability to access any website or account.

7. PROPRIETARY RIGHTS

7.1 Suggestions: If you provide any Suggestions to us or our affiliates, we will own all right, title, and interest in and to the Suggestions, even if you have designated the Suggestions as confidential or proprietary. We and our affiliates will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the Suggestions.

7.2 Intellectual Property: We retain all right, title and interest in all of our intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. You may not use any of our intellectual property for any reason, except with our express, prior, written consent.

8. ADDITIONAL REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties: By purchasing TongTong Coin from Tomatos Company, and without limitation to other statements you have made, you represent and warrant that:

- **You have read and understand these Terms and the Token Documentation;**
- **You have a sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens like Bitcoin and Ether, token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to understand these Terms and the Token Documentation and to appreciate the risks and implications of purchasing TongTong Coin;**
- **You have obtained sufficient information about TongTong Coin to make an informed decision to purchase TongTong Coin;**
- **You understand the restrictions and risks associated with the creation of TONTONG**

COIN by the Distribution Smart Contract and acknowledge and assume all such risks;

- You understand, acknowledge and assume the risks associated with the purchase, holding and use of TongTong Coin in connection with the Platform;
- You are purchasing TongTong Coin solely for the purpose of receiving accessing the Platform, and supporting the development, testing, deployment and operation of the Platform, being aware of the commercial risks associated with the TongTong Coin and the Platform.
- You are not purchasing TongTong Coin for any other purposes, including, but not limited to, any investment, speculative or other financial purposes;
- Your purchase of TongTong Coin complies with applicable law and regulation in your jurisdiction, including, but not limited to, (i) legal capacity and any other applicable legal requirements in your jurisdiction for purchasing TongTong Coin, using TONTONG COIN, and entering into contracts with us, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;
- The funds you use to purchase any TongTong Coin including any BTC, ETH, QTM,XRP, LTC are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing and you will not use TongTong Coin to finance, engage in or otherwise support any unlawful activities;
- To the extent required by law, you comply and have complied with all anti-money laundering and counter-terrorism financing requirements;
- Neither you nor any person having a direct or indirect beneficial interest in you (if you are not an individual) or in TongTong Coin being acquired by you or any person for whom you may be acting as agent or nominee in connection with the TongTong Coin, 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; Neither you nor any person having a direct or indirect beneficial interest in you (if you are not an individual) or in TongTong Coin being acquired by you or any person for whom you may be acting as agent or nominee in connection with the TongTong Coin, is a citizen or resident of any of the jurisdictions outlined in Clause 2.5 (Restrictions) hereof;

- You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of TongTong Coin; and
- You understand and acknowledge that, to the fullest extent permitted by applicable law, title to, and risk of loss of, TongTong Coin you purchase from TongTong Coin and receive from the Distribution Smart Contract is intended by you and us to pass from TongTong Coin to you in the Republic of Korea.

9. INDEMNIFICATION

9.1. General: You will defend, indemnify, and hold harmless TongTong Coin, our affiliates and licensors, and each of our and their respective employees, officers, directors, and representatives (the "Indemnified Parties") from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning these Terms or your use of TongTong Coin, whether or not the TongTong Coin were sold to you under these Terms. If any of the Indemnified Parties are obligated to respond to a third party subpoena or other compulsory legal order or process described above, you will also reimburse the relevant Indemnified Parties for reasonable attorneys' fees, as well as the relevant employees' and contractors' time and materials spent responding to the third party subpoena or other compulsory legal order or process at reasonable hourly rates.

9.2. Process: TongTong Coin will promptly notify you of any claim subject to Clause 9.1 (General), but its failure to promptly notify you will only affect your obligations under Clause 9.1 (General) to the extent that our failure prejudices your ability to defend the claim. You may: (a) use counsel of your own choosing (subject to our written consent) to defend against any claim; and (b) settle the claim as you deem appropriate, provided that you obtain our prior written consent before entering into any settlement. TongTong Coin may also assume control of the defense and settlement of the claim at any time.

9.3 Reliance by Third Parties: Each Indemnified Party may enforce the terms of (and subject to and in accordance with) this Clause 9 (Indemnification).

10. RISKS AND DISCLAIMERS

10.1 Risks: YOU UNDERSTAND AND ACKNOWLEDGE THAT BLOCKCHAIN TECHNOLOGY AND ETHEREUM AND ETHER ARE NEW AND UNTESTED TECHNOLOGIES OUTSIDE OF TONGTONG COIN' CONTROL AND ADVERSE CHANGES IN MARKET FORCES OR TECHNOLOGY, BROADLY CONSTRUED, WILL EXCUSE TONGTONG COIN ' PERFORMANCE UNDER THESE TERMS. IN ADDITION, YOU UNDERSTAND TONGTONG COIN AND BLOCKCHAIN ANCHORING

TECHNOLOGY ARE SIMILARLY NEW AND UNTESTED AND ADVERSE CHANGES IN MARKET FORCES OR TO THE UNDERLYING TECHNOLOGY, BROADLY CONSTRUED, WILL EXCUSE SIGNAL'S PERFORMANCE UNDER THESE TERMS. IN PARTICULAR, AND IN ADDITION TO THESE TERMS, YOU ASSUME ALL RISK OF LOSS RESULTING FROM, CONCERNING OR ASSOCIATED WITH THE RISKS SET FORTH IN THE TOKEN DOCUMENTATION.

10.2 Disclaimers: TONGTONG COIN ARE DISTRIBUTED BY THE DISTRIBUTION SMART CONTRACT "AS IS." WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING TONGTONG COIN OR THE THIRD PARTY CONTENT, INCLUDING ANY WARRANTY THAT TONGTONG COIN OR

THIRD PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT OR THE THIRD PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

11. LIMITATIONS OF LIABILITY

WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE TONGTONG COIN, INCLUDING, WITHOUT LIMITATION, AS A RESULT OF ANY TERMINATION OR SUSPENSION OF THE NETWORK OR THESE TERMS, INCLUDING AS A RESULT OF POWER OUTAGES, MAINTENANCE, DEFECTS, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THESE TERMS OR YOUR USE OF OR ACCESS TO ANY TONGTONG COIN; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY DATA, INCLUDING RECORDS, PRIVATE KEY OR OTHER CREDENTIALS, ASSOCIATED WITH ANY TONGTONG COIN, WHETHER OR NOT OBTAINED UNDER THESE TERMS AS PART OF THE RESULTING DISTRIBUTION. IN ANY CASE, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THESE TERMS WILL BE LIMITED TO THE YOU PAID US IN EXCHANGE FOR THE OFFERING UNDER THESE TERMS. YOU WAIVE YOUR RIGHT TO DEMAND THE RETURN OF ANY AMOUNTS YOU PAID US FOR THE

OFFERING UNDER ANY CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, A DEMAND FOR SPECIFIC PERFORMANCE.

12. MODIFICATIONS TO THE AGREEMENT

We may modify these Terms (including any Policies) at any time by posting a revised version on the TongTong Coin Site or, only if you have provided us with your email address, by email. The modified terms will become effective upon posting or, if we notify you by email, as stated in the email. It is your responsibility to check the TongTong Coin Site regularly for modifications to these Terms. We last modified these Terms on the date listed at the beginning of these Terms.

13. MISCELLANEOUS

13.1 Confidentiality and Publicity: You may use TongTong Coin Confidential Information only in connection with your purchase of TongTong Coin under these Terms and pursuant to the terms of these Terms. You will not disclose Signal Confidential Information during the Term or at any time during the five (5) year period following the end of the Term other than to your advisors in connection with your purchase of TongTong Coin and provided they also hold such information on these Terms. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of TongTong Coin Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to these Terms or your purchase, You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors), or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by these Terms.

13.2 Force Majeure: We and our affiliates will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war, changes in blockchain technology (broadly construed), changes in the Ethereum or Platform protocols or any other force outside of our control.

13.3 Independent Contractors; Non-Exclusive Rights: We and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed

or contemplated by the other party and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

13.4 No Third Party Beneficiaries: Save as noted in Clause 9 (Indemnification), these Terms do not create any third party beneficiary rights in any individual or entity.

13.5 Import and Export Compliance: In connection with these Terms, you will comply with all applicable import, re-import, export, and re-export control and regulations promulgated by applicable regulatory authorities. For clarity, you are solely responsible for compliance related to the manner in which you choose to use TongTong Coin.

13.6 Notice:

(a) To You. We may provide any notice to you under these Terms by posting a notice on the TongTong Coin Site. Notices we provide by posting on the TongTong Coin Site will be effective upon posting. It is your responsibility to periodically review the TongTong Coin Site for notices.

(b) To Us. To give us notice under these Terms, you must contact Signal by email to tontongcoin@etomato.com. We may update this email address for notices to us by posting a notice on the TongTong Coin Site. Notices to us will be effective one business day after they are sent.

13.7 Assignment:

You will not assign your rights under these Terms, or delegate or sublicense any of your rights under these Terms, without our prior written consent. Any assignment or transfer in violation of this section will be void. Subject to the foregoing, these Terms will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

13.8 No Waivers: The failure by us to enforce any provision of these Terms 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 unequivocal and in writing to be effective.

13.9 Reformation and Severability: Except as otherwise set forth herein, if any portion of these Terms are held to be invalid or unenforceable, the remaining portions of these Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms, but the rest of the Agreement will remain in full force and effect.

13.11 Governing Law: These Terms will be governed by and construed and enforced in accordance with the laws of the Republic of Korea.

13.12 Entire Agreement: These Terms includes the Policies and incorporates by reference the documents referred to herein, as amended from time to time, and is the entire agreement between you and us regarding the subject matter of these Terms. These Terms supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of these Terms. Notwithstanding any other agreement between you and us, the security and data privacy provisions in these Terms contain the Parties and their affiliates' entire obligation regarding the security, privacy and confidentiality of your personal information. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of these Terms (whether or not it would materially alter these Terms) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. If the terms of this document are inconsistent with the terms contained in any Policies, the terms contained in this document will control. If we provide a translation of the English language version of these Terms, the English language version of the Agreement will control if there is any conflict. Without prejudice to Clause 13.6 (Notice), you agree and acknowledge that all agreements, notices, disclosures and other communications that we provide you, including these Terms, will be provided in electronic form.