



Solar Bankers Singapore ICO Terms & Conditions

The following Terms and Conditions (“Terms”) govern the sale of Solar Bankers Singapore’s cryptographic token – SunCoin. This document does not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an initial public offering or a share/equity offering and does not pertain in any way to an offering of securities in any jurisdiction. This document describes the ICO/pre-ICO in which the token is sold.

IMPORTANT

Ownership of SunCoin during the ICO/Pre-ICO carries no rights express or implied. Purchases of SunCoin are non-refundable. Purchasers should have no expectation of influence over the governance of the issuing company, Solar Bankers Singapore, nor of receipt of any profit or returns based on dividends or interest, or any other form of regular payment, from Solar Bankers Singapore. The purchase of SunCoin does not represent an investment associated with the promise of returns; it represents a voluntary contribution to a crowdfunding initiative with the aim of financing Solar Bankers Singapore’s product development projects, as described in the SunCoin Whitepaper published by Solar Bankers Singapore at www.solarbankers.com.

The information contained in the Whitepaper and on the website are of descriptive nature only, are not binding and do – unless explicitly referred to herein – not form part of the Terms and Conditions set out below.

By participating in the sale of SunCoin, you expressly acknowledge that you have carefully reviewed the Terms and fully understand the costs and benefits of purchasing SunCoin and agree to be bound by these Terms.

As set forth below, you further represent and warrant that, to the extent permitted by law, you are authorized to purchase SunCoin in your relevant jurisdiction, are of a legal age to be bound by these Terms, and will not hold SunCoin, its parent or affiliates, or the officers, directors, agents, joint ventures, employees or suppliers of SunCoin or Solar Bankers Singapore (collectively the “Solar Bankers Singapore Team & Parties”), now or in the future, liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to the sale of SunCoin.



DO NOT PURCHASE SUNCOIN IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS

Purchases of SunCoin should be undertaken only by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, like Bitcoin (“BTC”) or Ether (ETH), and blockchain based software systems. Purchasers should have functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. While Solar Bankers Singapore will be available to assist Purchasers of SunCoin during the sale, the Solar Bankers Singapore team will not be responsible in any way for loss of BTC, ETH or SunCoin resulting from actions taken by, or omitted by Purchasers. If you do not have such experience or expertise, then you should not purchase SunCoin or participate in the sale of SunCoin.

WARNING: PURCHASERS OF SUNCOIN MUST BE MADE AWARE OF CERTAIN FACTORS

Prior to purchasing SunCoin, you should carefully consider the Terms listed below and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the following terms are unacceptable to you, you should not purchase SunCoin. By purchasing SunCoin, and to the extent permitted by law, you are agreeing not to hold any of the Solar Bankers Singapore Team & Parties liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of SunCoin, including losses associated with the terms set forth below.

DISCLAIMER: SALE NOT OPEN TO INDIVIDUALS OR LEGAL ENTITIES DOMICILED IN THE UNITED STATES OF AMERICA AND SINGAPORE

The information contained in these Terms is not intended for and applicable to citizens of the United States of America (“U.S.A”) and Singapore, or legal entities domiciled in the U.S.A. and Singapore. SunCoin must not be offered in the U.S.A. and Singapore and must not be sold to U.S.A. and Singaporean citizens or legal entities domiciled in the U.S.A. and in Singapore



TERMS AND CONDITIONS

1. Overview of ICO of SunCoin

The Solar Bankers Singapore Team is raising funds for the development of a range of energy-generating products, as well as equipment for micro-grid-based electricity trading, through the issuance of a cryptographic token called SunCoin.

The main R&D project to be financed by this ICO is the development of Smart Meters that facilitate a smart-contract based system for electricity trading. For a projected timeline see our Whitepaper.

SunCoin is a crypto-token based on the SkyLedger Blockchain, which unlike the Bitcoin and Ethereum blockchains, makes use of a “web-of-trust” consensus algorithm called Obelisk (for more information see our Whitepaper).

60% of the funds raised in the ICO will be utilized for the research and development underlying our future decentralized energy networks; more specifically the development and production of blockchain-based Smart Meters and Micro-Grid Infrastructures. 20% of the funds raised during the ICO will be spent on marketing, 10% on legal expenses, and another 10% on project management expenses.

TIMING OF SALE

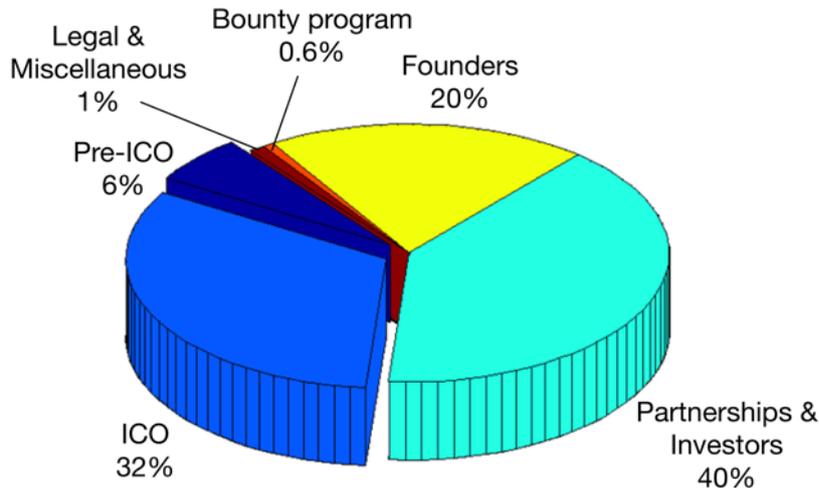
The ICO is planned to begin in November 2017. The specific date will be published on the Solar Bankers Singapore website (solarbankers.com). The ICO sale will run for 120 days or will end when all the SunCoin are sold. The Solar Bankers Singapore Team reserves the right to extend the sale duration for any reason, including the unavailability of the website or other unforeseen security or procedural issues. Though it does not currently anticipate doing so, the Solar Bankers Singapore Team also reserves the right to shorten the sale duration for any alternative reason.

2. SunCoin Supply:

The total supply of SunCoin is 300,000,000 tokens. The total amount of SunCoin offered to the public in the Pre-ICO and ICO is 115,000,000 tokens. Of this amount, 18 million are offered during the Pre-ICO and 97



million are offered during the ICO. The remaining SunCoins will be held by Solar Bankers Singapore as a liquidity guarantee for R&D partnerships and institutional investors. See the following chart for an overview of our token allocation:



Pre-ICO: 18,000,000 SUN
ICO: 97,000,000 SUN
Partners & Investors: 120,000,000 SUN
Founders: 60,000,000 SUN
Bounty Program: 2,000,000 SUN
Legal & Miscellaneous: 3,000,000 SUN
Total Supply: 300,000,000 SUN

3. Pricing and Issuance

The official price of SunCoin for the Pre-ICO phase of the fundraiser is set at 5,040 Satoshi.

The 97m SunCoins designated for the ICO will be sold in four successive tranches of equal size but increasing price per token.

Each tranche contains 24,250,000 SunCoins. The per-token price of the SunCoins sold in the first tranche has been set at 21,600 Satoshi. The price in the second tranche has been set at 25,925 Satoshi. The price in the third tranche has been set at 31,112 Satoshi. The price in the fourth tranche has been set at 36,000 Satoshi.

Following the ICO, Lykke Exchange of Switzerland will act as the primary market-maker in the public trading of SunCoin from Spring 2018 onwards. SunCoin will also be traded at a number of other



cryptocurrency exchanges, including C2Cx and Cryptopia. By participating in the ICO, Purchasers of SunCoin acknowledge that they will not hold Solar Bankers Singapore Team & Partners liable for any depreciation in the public traded value of SunCoin. Solar Bankers Singapore Team & Partners assume no responsibility for the risks associated with the public trading of SunCoin in the post-ICO market at established cryptocurrency exchanges. Purchasers should have no expectation of appreciation in the public traded value of SunCoin following the ICO. The cryptocurrency exchanges listing SunCoin will be responsible for the administration and management of public trading activity involving SunCoin, and will also list prices.

4. Solar Bankers Singapore Team Will Not Publicly Sell Further Parts Of Its SunCoins Within The First Two Years Of The ICO.

Solar Bankers Singapore will not publicly sell further SunCoins within the first two years of the ICO. In this way, Solar Bankers Singapore will not influence the traded value of SunCoin at cryptocurrency exchanges through increasing supply within the first two years after the ICO.

5. Solar Bankers Singapore Team Will Not Purchase SunCoin During ICO.

The Solar Bankers Singapore Team warrants that it will not purchase SunCoin during its own sale. Furthermore, the Solar Bankers Singapore Team warrants that it will not purchase SunCoin from any third party, or acquire SunCoin in any manner, or acquire future control of SunCoin, during the period of the ICO.

6. Disclosure of Purchases

In the spirit of openness, and to enable SunCoin Purchasers to have as much information as possible to guide their decision-making process, the Solar Bankers Singapore Team will disclose on a daily basis, the total number of SunCoin sold, reserved and outstanding to enable the Purchaser to develop an understanding of the size of the existing SunCoin pool at the time of their SunCoin purchase.

7. ALL PURCHASES OF SUNCOIN ARE NON-REFUNDABLE, ALL PURCHASES OF SUNCOIN ARE FINAL. BY PURCHASING SUNCOIN, THE PURCHASER ACKNOWLEDGES THAT NEITHER SOLAR BANKERS SINGAPORE NOR ANY OTHER OF THE SOLAR BANKERS SINGAPORE TEAM & PARTIES ARE REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT THE PURCHASER WILL NOT RECEIVE MONEY OR OTHER



COMPENSATION FOR ANY SUNCOIN THAT IS NOT USED FOR BUYING SOLAR BANKERS SINGAPORE'S ENERGY-GENERATING EQUIPMENT AS OUTLINED IN THE WHITEPAPER.

8. Taxation of SunCoin and Taxation Related to the ICO

The Purchaser bears the sole responsibility to determine if the purchase of SunCoin with BTC or ETH, or the potential appreciation or depreciation in the value of SunCoin over time, has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing SunCoin, and to the extent permitted by law, the Purchaser agrees not to hold any of the Solar Bankers Singapore Team & Parties liable for any tax liability associated with or arising from the purchase of SunCoin.

10. Privacy

Although the Solar Bankers Singapore Team requires that Purchasers provide personal information, such as name and email address, for administrative and KYC purposes, the Solar Bankers Singapore Team will not publish any identifying information related to a SunCoin purchase, without the prior written consent of the Purchaser. Purchasers may be contacted by email by the Solar Bankers Singapore Team regarding a purchase. Such emails will be informational only. The Solar Bankers Singapore Team & Parties will not request any information from Purchasers in an email.

11. Disclaimer of Warranties

THE PURCHASER EXPRESSLY AGREES THAT HE/SHE IS PURCHASING SUNCOIN AT THE PURCHASER'S SOLE RISK AND THAT SUNCOIN IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NONE OF THE SOLAR BANKERS SINGAPORE TEAM & PARTIES WARRANT THAT THE PROCESS FOR PURCHASING SUNCOIN WILL BE UNINTERRUPTED OR ERROR-FREE.

By purchasing SunCoin, the Purchaser understands and accepts that while Solar Bankers Singapore Team & Parties will make reasonable



efforts to develop and complete the Research and Development projects outlined in the Whitepaper, it is possible that such development may fail and Purchaser's SunCoin may become useless and/or valueless due to technical, commercial, regulatory or any other reasons.

The Purchaser is also aware of the risk that even if all or parts of the SunCoin and Solar Bankers Singapore projects are successfully developed and released in full or in parts, due to a lack of public interest, the Solar Bankers Singapore R&D and/or production of energy-generating equipment could be fully or partially abandoned, remain commercially unsuccessful or shut down for lack of interest, regulatory or other reasons. The Purchaser therefore understands and accepts that the purchase of SunCoin carries significant financial, regulatory and/or reputational risks (including the complete loss of value of created SunCoin if any).

12. Technical Risks

By purchasing SunCoin, Purchasers understand that the blockchain technology underlying the storage and transmission of SunCoin, as well as the future smart-contracted-based electricity trading system using SunCoin as an exchange medium, is constantly being improved and developed. Purchasers understand that a loss of SunCoin may occur due to any of the following technical risks:

- **Risk of loss of private seed:** Purchasers' SunCoins can only be accessed by using a SunCoin wallet, which can only be loaded and backed up using a private seed. Purchasers understand and accept that if their private seed gets lost or stolen, the obtained SunCoin associated with the wallet addresses will be unrecoverable and will be permanently lost. Purchasers also understand and accept that it is their sole responsibility to take the appropriate steps to back up their wallet. Purchasers accept that the Solar Bankers Singapore Team is not liable for any losses in SunCoin attributable to the failure on the part of the Purchaser to back up their wallet.
- **Risk of theft:** The Purchaser understands and accepts that the software application and software platform underlying SunCoin (i.e. the SkyLedger blockchain) may be exposed to attacks by hackers or other individuals that could result in theft or loss of SunCoin.



- **Risk of wallet incompatibility:** The Purchaser understands and accepts that his computer's operating system must be compatible with the SunCoin wallet obtained for the storage of SunCoin. The failure to assure this may have the result that Purchasers may not gain access to the wallet service.

13. Limitations Waiver of Liability

THE PURCHASER ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, SUNCOIN OR THE SOLAR BANKERS SINGAPORE TEAM & PARTIES UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY KIND IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT NONE OF THE SOLAR BANKERS SINGAPORE PARTIES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, OR PURCHASE OF, OR INABILITY TO PURCHASE, SUNCOIN.

THE PURCHASER FURTHER SPECIFICALLY ACKNOWLEDGES THAT THE SOLAR BANKERS SINGAPORE TEAM & PARTIES ARE NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF SUNCOIN, AND THAT THE RISK OF PURCHASING AND USING SUNCOIN RESTS ENTIRELY WITH THE PURCHASER. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY PURCHASER OR EXCLUDE INJURY ARISING FROM ANY WILFUL MISCONDUCT OR FRAUD OF THE SOLAR BANKERS SINGAPORE TEAM.

14. Force Majeure

The Solar Bankers Singapore Team is not liable for failure to perform solely caused by:

- unavoidable casualty,



- delays in delivery of materials,
- embargoes,
- government orders,
- acts of civil or military authorities,
- acts by common carriers,
- emergency conditions (including weather conditions),
- or any similar unforeseen event that renders performance commercially implausible.

If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Agreement, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

15. Complete Agreement

These Terms set forth the entire understanding between each Purchaser and The Solar Bankers Singapore Team with respect to the purchase and sale of SunCoin. For facts relating to the sale and purchase, the Purchaser agrees to rely only on these two documents (Terms and Whitepaper) in determining purchase decisions and understands that these documents govern the sale of SunCoin and supersede any public statements about the ICO made by third parties or by the Solar Bankers Singapore Team or individuals associated with any of the Solar Bankers Singapore Team & Parties, past and present and during the ICO.

16. Severability

The Purchaser and the Solar Bankers Singapore Team agree that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.



17. No Waiver

The failure of the Solar Bankers Singapore Team to require or enforce strict performance by the Purchaser of any provision of these Terms or the Solar Bankers Singapore Team's failure to exercise any right under these agreements shall not be construed as a waiver or relinquishment of the Solar Bankers Singapore Team's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by the Solar Bankers Singapore Team of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by the Solar Bankers Singapore Team shall be deemed a modification of these Terms nor be legally binding.

18. Updates to the Terms and Conditions of the SunCoin ICO

The Solar Bankers Singapore Team reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the sale by posting the amended Terms on the Solar Bankers Singapore website (www.solarbankers.com). Any Purchaser will be deemed to have accepted such changes by purchasing SunCoin. The Terms may not be otherwise amended except in a signed writing executed by both the Purchaser and the Solar Bankers Singapore Team. For purposes of this agreement, "writing" does not include an e-mail message and a signature does not include an electronic signature. If at any point you do not agree to any portion of the then-current version of the Terms, you should not purchase SunCoin.

19. Cooperation with Legal Authorities

The Solar Bankers Singapore Team will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions. In accord with one of the core principles of Solar Bankers Singapore — transparency — the Solar Bankers Singapore Team will endeavor to publish any legal enquiries upon receipt.

20. Further Information

For further information regarding the SunCoin sale, please contact info@solarbankers.com