

Business Collaboration Agreement

商業合作協議

The owner of the Last Mile website is Taiwan Fintech Corporation (hereinafter referred to as the “Company”). The Company provides services related to digital assets to users through its website, including but not limited to cryptocurrencies and tokens (hereinafter referred to as the “digital assets”), ICO and IEO fundraising, ICO and IEO rating (hereinafter referred to as the “LM services”). The agreement between ICO issuer (hereinafter referring to the “user” or “you”) of the LM services and the website and the Company in relation to the ICO and IEO fundraising are described in the following terms and conditions. We also invite the company/corporate responsible person of the token issuer to be the joint guarantor.

Last Mile 網站的所有者為臺灣金融科技股份有限公司(以下簡稱「本公司」)，本公司通過本網站為其用戶提供與數位資產相關的服務，包括但不限於加密貨幣、代幣(以下稱「數位資產」)、ICO 和 IEO 募資、ICO 和 IEO 評級(以下稱「LM 服務」)，以下條款是 LM 服務與本網站之 ICO 發行者(此處稱為「用戶或「您」)與本公司有關 ICO 與 IEO 募資之間的協議，我們並邀同發行代幣之公司企業負責人為連帶保證人。

1. Term of Agreement

The term of agreement shall start from the approval of the Company on this Agreement to the end of the fundraising.

1. 契約期間

本契約期間自本公司同意本協議起至募資結束為止。

2. Service Content

- (1) The Company shall be responsible for publishing product information on the Last Mile website in order to provide product information (including but not limited to ICO information, rating, items of users), to members of the Company, to perform matchmaking among users and investment items of members of the Company and to adopt the smart contract method for controlling the process of this service.
- (2) This service uses the Ethereum (ETH) to perform the investment.
- (3) If the fundraising is successful, after deducting the handling charges of the Company, the user is able to collect the ETH raised, and the member of the Company is able to collect the digital tokens issued by you proportionally.
- (4) If the fundraising fails, the Company agrees to return the digital tokens provided by the user, and the user shall agree to return the ETH of the investor matched by the Company.
- (5) In the event where the fundraising reaches the Soft Cap after the end of the fundraising period, then this fundraising is considered to be successful.

- (6) In the event where the fundraising reaches the Hard Cap before the end of the fundraising period, then this fundraising is successful and this fundraising is closed early.
- (7) In the event where the fundraising fails to reach the fundraising amount for the Soft Cap or Hard Cap, or where the user fails to prepare sufficient digital tokens, then this fundraising is considered to be unsuccessful.
- (8) Where the fundraising is affected by other matters, the Company has the right to determine whether or not the fundraising is successful.

2. 服務內容

- (1) 本公司負責將產品資訊上架至 Last Mile 網站，向本公司會員提供產品資訊（包括但不限於用戶之 ICO 資訊、評等、項目等等），媒合用戶與本公司會員之投資項目，並採取智能合約控制本服務之進行。
- (2) 本服務使用以太幣（ETH）進行投資。
- (3) 若募資成功，用戶扣除本公司手續費後，領取募資之以太幣（ETH），本公司會員得領取等比例您所發行之數位代幣（TOKEN）。
- (4) 若募資失敗，本公司同意退還用戶提供之數位代幣（TOKEN），用戶同意退還本公司所媒合投資人之以太幣（ETH）。
- (5) 若於募資期間結束後達到軟上限（Soft Cap）本次募資成功。
- (6) 若於募資期間結束前達到硬上限（Hard Cap），本次募資成功並提前結束本次募資。
- (7) 若於募資期間未達軟上限（Soft Cap）、硬上限（Hard Cap）之募資額度或用戶未能準備足夠之數位代幣（TOKEN），則本次募資失敗。
- (8) 若有其他情事影響，本公司有權判斷本次募資是否成功。

3. Service Offering

- (1) The product information provided by the user to the Company, includes but is not limited to the following information:
 - i. Current sales price
 - ii. Soft Cap
 - iii. Hard Cap
 - iv. The discounted price agreed by the user for the matchmaking on the website of the Company.
 - v. The quantity of matchmaking performed by the Company and agreed by the user
- (2) In case where the Company needs to adjust the sales price or organize promotion events, the Company shall discuss with the user in advance and the consent of the user shall be obtained in order to be performed accordingly.
- (3) The user authorizes the Company to use the trademarks (including but not limited to various types of marks or propaganda objects such as product logos and advertisement signs).

3. 服務提供

- (1) 用戶提供產品資訊予本公司，包括但不限於以下資訊：

- vi. 現行販售價格
 - vii. Soft Cap
 - viii. Hard Cap
 - ix. 用戶同意以優惠價格於本公司網站上進行媒合。
 - x. 用戶同意本公司媒合之數量
- (2) 本公司如需調整售價或辦理促銷活動者，應於事前與用戶討論，經用戶同意後始得為之。
- (3) 用戶授權本公司得使用用戶之商標（包括但不限於各式商品標籤、招牌告示等需標示或宣傳之物件）。

4. Registration Fee and Handling Charge:

- (1) The user agrees to pay the registration fee.
- i. Where the fundraising ends in one month, 10ETH is collected.
 - ii. Where the fundraising ends in two months, 6ETH is collected.
 - iii. Where the fundraising ends in three months, 2ETH is collected.
- (2) In the event of a successful matchmaking, the user agrees to pay an amount equivalent to 10% of the investment amount of the member of the Company as the matchmaking handling charge.

4. 註冊費與手續費：

- (1) 用戶同意支付註冊費。
- i. 若募資將在一個內結束者，收取 10ETH。
 - ii. 若募資將在二個內結束者，收取 6ETH。
 - iii. 若募資將在三個內結束者，收取 2ETH。
- (2) 媒合成功，用戶同意支付本公司會員投資金額之 10%作為媒合手續費。

5. Intellectual Property Rights and Non-disclosure Clause

- (1) Intellectual property rights and other rights related to this Agreement shall not be disclosed to any third party or used in scope exceeding the purpose of this Agreement without the written consent of the other party. In case of any violation, the breaching party shall bear the liabilities due to such violation and shall also indemnify the damage and loss suffered by the other party.
- (2) For any technologies and business and financial trade secrets learned from the other party due to the performance of this Agreement, both parties shall fulfill the non-disclosure obligation properly. In case of disclosure without the consent of the other party, the breaching party shall bear the liabilities due to such violation and shall also indemnify the damage and loss suffered by the other party
- (3) All requirements specified in this Article shall still be in effect after the termination of this Agreement or within three years after the expiration of this Agreement.

5. 智慧財產權與保密條款

- (4) 因本契約所涉及之智慧財產權與其他權利，任一方非經他方事前書面同意，不得揭露予任何第三人或為超出本契約目的範圍之使用，若有違反，違約方應承擔因此所生之責任並賠償他方所受之損害及損失。
- (5) 雙方基於本契約而得知他方之技術、業務及財務上之機密，應善盡保密責任，如非經他方同意而洩漏者，違約方應承擔因此所生之責任並賠償他方所受之損害及損失。
- (6) 本條各項之規定因本契約終止或屆滿後三年內仍有效力。

6. Limitation of Liability

- (1) The Company only provides the platform matchmaking service. In case of any disputes arising from the products or services of a user, the user shall be responsible for resolution thereof and shall bear all relevant legal liabilities solely such that it is irrelevant to the Company. Where a loss to the Company is incurred (including but not limited to litigation fees, attorney's fees), the user shall bear the full liability.
- (2) The liability borne by the Company for a user due to matters specified in this Agreement shall be limited to the direct damage suffered by such user only as the scope of indemnification. In addition, the registration fee specified in Article 4 shall be the maximum limit amount of liability.

6. 限制責任

- (1) 本公司僅提供平台媒合服務，若因用戶之產品或服務所產生之一切爭議，應由用戶自行負責解決並負擔所有相關法律責任，與本公司無涉。若因此造成本公司之損失（包括但不限於訴訟費、律師費等），用戶應負擔全部責任。
- (2) 本公司因本契約約定事項對用戶所負之責任，以用戶所受之直接損害為賠償範圍，並以第四條約定之註冊費為最高責任限額。

7. Termination of Agreement

- (1) In case where a user fails to pay the relevant fees of this Agreement according to the requirements of this Agreement, the Company may stop the service immediately and may impose delayed interest according to the requirements of this Agreement. Where the user fails to supplement the payment of fees within seven days after the notice of the Company, the Company may issue a written notice to terminate this Agreement and claim damage indemnification.
- (2) In case of any one of the following matters, any one of the two parties has the right to inform the other party to terminate this Agreement in writing:
 - i. Where any one violates the non-disclosure obligation specified in this Agreement, the non-breaching party may terminate this Agreement and claim damage indemnification.

- ii. Where any one party violates relevant obligation specified in this Agreement and fails to correct such violation action within seven days after receiving the notice requesting for correction from the other party.
 - iii. Where any one party is subject to the condition of bankruptcy, restructuring, dissolution, suspension of business and combining or merger with a third party and becoming a diminished company, or where there are other matters indicating obvious difficulties in performing this Agreement.
- (3) The termination of this Agreement shall not affect the exercise of the right to claim for damage indemnification.

7. 契約終止

- (1) 用戶未依本契約之規定支付本契約相關之費用，本公司得逕行立即暫停本服務，並按本契約之規定加計遲延利息，經本公司通知後七日內未補正者，本公司得以書面終止本契約並請求損害賠償。
- (2) 因下列事由，任一方有權以書面通知他方終止本契約：
- i. 任一方違反本契約所規定之保密義務者，未違約方得終止本契約並請求損害賠償。
 - ii. 任一方當事人違反本契約規定之相關義務，且未能於收到他方要求改正之通知書後七日內補正該項違約行為時。
 - iii. 契約之一方有破產、重整、解散、暫停營業或與第三人結合或合併且為消滅公司，或有其他履行本契約顯有困難之情形時。
- (3) 契約之終止，不影響損害賠償請求權之行使。

8. Other Provisions

- (1) This Agreement shall replace all oral or written agreements and records previously made by both parties.
- (2) In case where any clause or any part of this Agreement is determined to be invalid or unenforceable, the remaining clauses of this Agreement and the remaining parts excluding the invalid or unenforceable parts in such clauses shall continue to be completely effective.
- (3) Any matters not specified in this Agreement shall be supplemented based on the “Last Mile Terms of Use”, “Last Mile Privacy Policy” and relevant agreements.
- (4) The terms and conditions of this Agreement shall be governed by the laws of R.O.C. and shall be interpreted based on the laws of R.O.C. (including but not limited to the validity, interpretation, structure, performance and execution of the terms and conditions of this Agreement, or any arguments or disputes arising from this Agreement and related clauses thereof). In case of any relevant arguments, disputes, discrepancies, indemnification claims arising from this Agreement or any issues related to the violation, termination and

invalidation of this Agreement, both parties agree that Taiwan Taipei District Court shall be the competent court of first instance.

8. 其他條款

- (1) 本契約取代雙方之前一切口頭或書面之協議、紀錄。
- (2) 若本協議的任何條款或任何部分被認定為無效或不可執行，本協議的其餘條款及條款中被認為無效或不可執行部分以外的其餘部分，仍將繼續完全有效。
- (3) 本契約中未約定事項，由《Last Mile Terms of Use》、《Last Mile Privacy policy》及相關約定補充之。
- (4) 本使用條款適用中華民國法律，並將以中華民國法律進行解釋（包括但不限於本使用條款的有效性、解釋、結構、履行和執行，或由本使用條款所生或與之相關的任何紛爭或爭議）。任何本使用條所生或與之相關的紛爭、爭議、不一致、求償，或關於本使用條款的違反、終止或無效等問題，應以台灣台北地方法院為第一審之專屬管轄法院。