

## DREAM REAL TOKEN SALE: TERMS AND CONDITIONS

\_\_\_\_\_ 2018

PLEASE READ THESE TERMS OF SALE CAREFULLY. BY ATTEMPTING TO PURCHASE OR PURCHASING DREAM (DR) TOKENS, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS & CONDITIONS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE.

BY ACCEPTING THESE TERMS & CONDITIONS, YOU WILL BE ENTERING INTO A BINDING AGREEMENT WITH DREAM REAL. THESE TERMS & CONDITIONS CONTAIN PROVISIONS WHICH AFFECT YOUR LEGAL RIGHTS. NOTE THAT SECTION 14 CONTAINS A BINDING ARBITRATION SECTION. IF YOU DO NOT AGREE TO THESE TERMS & CONDITIONS, DO NOT MAKE A CONTRIBUTION FOR THE PURCHASE OF DR TOKENS AND NAVIGATE AWAY FROM THE DREAM REAL WEBSITES (ICO.DREAM-REAL.COM AND DREAM-REAL.COM).

These Terms & Conditions and any terms expressly incorporated herein (the “**Agreement**”) govern the purchase (the “**Purchase**”) by you (“**Purchaser**” or “**you**”) of the related ERC-20 compatible tokens distributed on the Ethereum blockchain (the “**DR Tokens**”, “**DRT**”) from Dream Real, a company incorporated in the British Virgin Islands (“**Dream Real**”, “**Company**”, “**us**”, “**our**” or “**we**”), during the token sale period (the “**Sale Period**”), your use of the related ERC-20 DRT contract (the “**DRT Smart Contract**”), and your use of any other smart contracts that we may develop for the purposes of DR Tokens sale (“**Other Smart Contracts**”) (the “**DRT Smart Contract**” and the “**Other Smart Contracts**” are referred to, collectively, herein as the “**DRT Smart Contracts**”). Purchaser and Dream Real are herein referred to individually as a “**Party**” and, collectively, as the “**Parties**”. There may be other entities within the Dream Real group of companies from time to time (“**Dream Real Companies**”) that will develop, manage and/or operate the Dream Real Platform (as defined in Section 1.2 below) (or parts thereof) and references in these Terms & Conditions to Dream Real shall be to Dream Real, the Dream Real Companies and their respective successors and assigns.

FOR RESIDENTS, CITIZENS AND/OR GREEN CARD HOLDERS OF THE UNITED STATES OF AMERICA: IF YOU ARE CITIZEN, GREEN CARD HOLDER OR RESIDENT OF, OR A PERSON LOCATED OR DOMICILED IN, THE UNITED STATES OF AMERICA OR ANY ENTITY, INCLUDING, WITHOUT LIMITATION, ANY CORPORATION OR PARTNERSHIP CREATED OR ORGANIZED IN OR UNDER THE LAWS OF THE UNITES STATES OF AMERICA (COLLECTIVELY, “**USA PERSONS**”), DO NOT PURCHASE OR ATTEMPT TO PURCHASE DR TOKENS OR USE THE DRT SMART CONTRACTS. USA PERSONS ARE STRICTLY PROHIBITED AND RESTRICTED FROM MAKING CONTRIBUTIONS TO DREAM REAL AND USING THE DRT SMART CONTRACTS. DR TOKENS MAY NOT BE MARKETED, OFFERED OR SOLD DIRECTLY OR INDIRECTLY TO USA PERSONS, AND NEITHER THIS SITE NOR THIS AGREEMENT, NOR ANY MATERIAL OR INFORMATION CONTAINED HEREIN PERTAINING TO DR TOKENS, MAY BE SUPPLIED TO USA PERSONS OR USED IN CONNECTION WITH ANY OFFER FOR THE SALE OF DR TOKENS TO USA PERSONS. USA PERSONS THAT PARTICIPATE IN THE DR TOKEN SALE BY PROVIDING FALSE OR INNACURATE INFORMATION ABOUT THEIR CITIZENSHIP, RESIDENCY AND/OR NATIONALILITY SHALL BE IN BREACH OF THESE T&CS AND SHALL INDEMNIFY DREAM REAL IN RESPECT OF ANY DAMAGES AND/OR LOSSES SUFFERED DUE TO THIS BREACH IN ACCORDANCE WITH THE INDEMNIFICATION PROVISIONS SET OUT IN THESE T&CS.

FOR RESIDENTS OF SOUTH KOREA (“**SOUTH KOREA PERSONS**”): THIS AGREEMENT IS NOT, AND UNDER NO CIRCUMSTANCES IS TO BE CONSTRUED AS, AN OFFERING OF SECURITIES IN SOUTH KOREA. DREAM REAL MAY NOT MAKE ANY REPRESENTATION WITH RESPECT TO THE ELIGIBILITY OF ANY RECIPIENTS OF THIS AGREEMENT TO ACQUIRE THE DR TOKENS UNDER THE LAWS OF SOUTH KOREA, INCLUDING, WITHOUT LIMITATION, THE SECURITIES AND EXCHANGE ACT AND THE FOREIGN EXCHANGE TRANSACTION ACT AND REGULATIONS THEREUNDER. THE DR TOKENS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES AND EXCHANGE ACT, SECURITIES INVESTMENT TRUST BUSINESS ACT OR THE SECURITIES INVESTMENT COMPANY ACT OF SOUTH KOREA, AND NONE OF THE DR TOKENS MAY BE OFFERED, SOLD OR DELIVERED, DIRECTLY OR INDIRECTLY, OR OFFERED OR SOLD TO ANY PERSON FOR RE-OFFERING OR RE-SALE, DIRECTLY OR INDIRECTLY, IN SOUTH KOREA OR TO ANY RESIDENT OF SOUTH KOREA.

FOR RESIDENTS OF SINGAPORE DR TOKENS ARE NOT BEING OFFERED OR DISTRIBUTED TO ANY RESIDENT OF OR ANY PERSON LOCATED OR DOMICILED IN SINGAPORE. NONE OF THE DR TOKENS MAY BE OFFERED, SOLD OR DELIVERED, DIRECTLY OR INDIRECTLY, OR OFFERED OR SOLD TO ANY PERSON FOR RE-OFFERING OR RE-SALE, DIRECTLY OR INDIRECTLY, IN SINGAPORE OR TO ANY RESIDENT OF SINGAPORE.

FOR RESIDENTS AND CITIZENS OF A COUNTRY (“**RELEVANT COUNTRY**”) OF THE WORLD WHERE PURCHASE OF TOKENS IS PROHIBITED UNDER APPLICABLE LAW: IF YOU ARE CITIZEN OR RESIDENT OF, OR A PERSON LOCATED OR DOMICILED IN, THE RELEVANT COUNTRY OR ANY ENTITY, INCLUDING, WITHOUT LIMITATION, ANY CORPORATION OR PARTNERSHIP CREATED OR ORGANIZED IN OR UNDER THE LAWS OF THE RELEVANT COUNTRY (COLLECTIVELY, “**RELEVANT COUNTRY PERSONS**”), DO NOT PURCHASE OR ATTEMPT TO PURCHASE DR TOKENS OR USE THE DRT SMART CONTRACTS. RELEVANT COUNTRY PERSONS ARE STRICTLY PROHIBITED AND RESTRICTED FROM MAKING CONTRIBUTIONS TO DREAM REAL AND USING THE DRT SMART CONTRACTS. DR TOKENS MAY NOT BE MARKETED, OFFERED OR SOLD DIRECTLY OR INDIRECTLY TO RELEVANT COUNTRY PERSONS, AND NEITHER THIS SITE NOR THIS AGREEMENT, NOR ANY MATERIAL OR INFORMATION CONTAINED HEREIN PERTAINING TO DR TOKENS, MAY BE SUPPLIED TO RELEVANT COUNTRY PERSONS OR USED IN CONNECTION WITH ANY OFFER FOR THE SALE OF DR TOKENS TO RELEVANT COUNTRY PERSONS.

THE INFORMATION CONTAINED IN THIS SITE AND THIS AGREEMENT DO NOT CONSTITUTE A PROSPECTUS OR OFFERING DOCUMENT, OR AN OFFER TO SELL OR AN INVITATION, ADVERTISEMENT OR SOLICITATION OF AN OFFER TO BUY SECURITIES. DR TOKENS ARE NOT AN INVESTMENT. DR TOKENS ARE NOT INVESTMENT PRODUCTS BUT WILL BE REQUIRED TO USE THE DREAM REAL PLATFORM WHEN IT IS COMPLETED. THERE SHOULD BE NO EXPECTATION OF FUTURE PROFIT OR GAIN FROM THE PURCHASE OF DR TOKENS.

THE SITE IS NOT INTENDED FOR USE BY ANYONE UNDER THE AGE OF 18. DR TOKENS MAY NOT BE PURCHASED THROUGH THE SITE BY ANYONE UNDER THE AGE OF 18. BY USING THE SITE AND/OR PURCHASING DR TOKENS THROUGH THIS SITE, YOU REPRESENT AND WARRANT THAT YOU ARE 18 YEARS OF AGE OR OLDER.

If you have any questions relating to these Terms & Conditions, please contact us at [ico@dream-real.com](mailto:ico@dream-real.com).

## 1. SCOPE OF TERMS

**1.1. Scope.** Unless otherwise stated herein, this Agreement governs only your Purchase of DR Tokens from us during the Sale Period, and your corresponding use of the DRT Smart Contracts.

**1.2. Platform Terms of Use.** Any use of DR Tokens in connection with providing or receiving services on the Dream Real Platform (the “**Dream Real Platform**”) will be governed by other applicable terms and policies (collectively, the “**Platform Terms and Policies**”), which will be made available on the Dream Real Platform website when the Dream Real services are operational. The planned services to be offered through the Dream Real Platform, which is subject to change, are set forth in the White Paper. We may add new terms or policies to the Platform Terms and Policies in our sole discretion and may update each of the Platform Terms and Policies from time to time according to modification procedures set forth therein. To the extent of any conflict between this Agreement and the Platform Terms and Policies, this Agreement shall govern your Purchase, and the Platform Terms and Policies shall govern your use of the Dream Real Platform.

**1.3. Website Terms of Use.** Use of this website (<http://ico.dream-real.com/>) (our “**Site**”) is governed by terms of use, as may be amended from time to time (the “**Terms of Use**”), which can be found through the Terms of Use link. Those Terms of Use are hereby incorporated by reference. Purchaser has read, understands and agrees to those Terms of Use.

**1.4. White Paper.** Dream Real has prepared a white paper, available on our Site, which describes the proposed uses of the DR Tokens (the “**White Paper**”). The White Paper is of a descriptive nature only and is not binding and do not form part of these Terms and Conditions.

## 2. DRT TOKEN SALE PROCEDURES AND SPECIFICATIONS

**2.1. General.** Dream Real intends to allocate and distribute a limited number of DR Tokens (the “**DRT Token Sale**”). Important information about the procedures and specifications of our DRT Token Sale is provided in **Exhibit A**, including, but not limited to, details regarding the timing and pricing of the DRT Token Sale, the amount of DR Tokens we will sell and our anticipated use of the DRT Token Sale proceeds. **BY PURCHASING DR TOKENS, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND HAVE NO OBJECTION TO THESE PROCEDURES AND SPECIFICATIONS.**

**2.2. Final Sale.** Your Purchase of DR Tokens from us during the Sale Period is final, and there are no refunds or cancellations except as may be required by applicable law or regulation. We reserve the right to refuse or cancel DRT Token purchase requests at any time in our sole discretion.

**2.3. Not an Offering of Securities.** Purchaser acknowledges and agrees that the sale of DR Tokens and the DR Tokens themselves are not an investment, security, share or equity interest, debt or loan nor a derivative instrument of any of the foregoing. This Agreement and all other documents referred to in this Agreement, do not constitute a prospectus or offering document and are not an offer to sell nor the solicitation of an offer to buy an investment, security, share, equity interest or debt nor a derivative interest of any of the foregoing.

**2.4. Not an Investment.** Purchaser should not participate in the DRT Token Sale or Purchase DR Tokens for investment purposes. The Purchase of DR Tokens pursuant to this Agreement is not designed for investment purposes and should not be considered as a type of investment. DR Tokens may not be transferred until the end of the Sale Period and are subject to certain vesting periods as set forth below in Exhibit A. Purchaser acknowledges, understands and agrees that Purchaser should not expect, and there is no

guarantee or representation or warranty by Dream Real, that (a) DR Tokens will be listed for trading on any exchange, or (b) the Dream Real Platform will be adopted as described in the White Paper and not in a different or modified form.

**2.5. Not for Speculation.** Purchaser acknowledges and agrees that Purchaser is not purchasing DR Tokens for purposes of investment or speculation or for immediate resale or other financial purposes. Purchaser acknowledges and agrees that Purchaser has no expectation of economic benefit or profit from purchasing DR Tokens. Purchaser agrees that if Purchaser determines to transfer DR Tokens, Purchaser will not portray DR Tokens to prospective transferees as an investment opportunity to obtain an economic benefit or profit.

### **3. NO OTHER RIGHTS CREATED**

**3.1. No Claim, Loan or Ownership Interest.** The Purchase of DR Tokens (a) does not provide Purchaser with rights of any type with respect to Dream Real or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary or other financial or legal rights, (b) is not a loan to Dream Real and (c) does not provide Purchaser with any ownership or other interest in Dream Real.

**3.2. Intellectual Property.** Dream Real retains all right, title and interest in all of Dream Real's intellectual property, including, without limitation, inventions, ideas, discoveries, software, processes, marks, methods, information and data, whether or not protectable by patent, copyright or trademark. Purchaser may not use any of Dream Real's intellectual property for any reason without Dream Real's prior written consent.

### **4. RISKS**

**4.1. Acknowledgement.** You expressly acknowledge that you have carefully reviewed and understand and assume the risks associated with purchasing, holding and using DR Tokens and using the corresponding DRT Smart Contracts, as disclosed and explained in **Exhibit B**. BY PURCHASING DR TOKENS MANUALLY OR USING THE DRT SMART CONTRACTS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS, INCLUDING THAT DR TOKENS MAY HAVE NO VALUE.

### **5. AUDIT OF THE SMART CONTRACT SYSTEM**

**5.1.** Dream Real shall exercise reasonable endeavors to have the Smart Contract System audited and approved by technical experts with regard to both accuracy and security of the underlying code.

**5.2.** Notwithstanding Section 5.1, smart contract technology is still in an early stage of development and its application is currently of an experimental nature, which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, while any audit conducted shall raise the level of security and accuracy of the Smart Contract System, you acknowledge, understand and accept that the audit does not amount to any form of warranty, representation or assurance (in each case whether express or implied) that the Smart Contract System and DR Tokens are fit for a particular purpose or that they are free from any defects, weaknesses, vulnerabilities, viruses or bugs which could cause, inter alia, the complete loss of USD, ETH and/or BTC contributions and/or DR Tokens.

### **6. SECURITY**

**6.1. Your Obligations.** You are responsible for implementing reasonable measures for secure

access to the device, wallet, vault or other storage mechanism you use to Purchase, receive and hold DR Tokens you Purchase from us, including any requisite private key(s), usernames, passwords or other login or credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your DR Tokens. We are not responsible for any such losses. You understand and agree that all Purchases of DR Tokens are non-refundable and you will not receive money or other compensation for any DR Tokens purchased.

**6.2. KYC process.** You accept that you will receive your DR Tokens ONLY after having successfully passed through our KYC process and/or the KYC process of Dream Real Platform. This means that DRT will not be distributed until you have passed through this screening successfully. If you fail to pass the KYC screening you will not receive your DRT. In the case that you do not successfully pass the KYC screening, you agree that the company will hold your funds until the DRT are fully distributed. You agree that the company may use your submitted information in any way required by law or deemed necessary and that your funds used to purchase DRT will not be automatically refunded to you without first submitting a refund request and that a refund request MUST be submitted within 6 weeks of the ICO end date (31 December 2018). A valid user account on Dream Real Platform is required to receive your Tokens because your Tokens will be delivered to this account.

## **7. PERSONAL INFORMATION**

**7.1. Privacy Policy.** Please refer to our **Privacy Policy** for information about how we collect, use and share your information.

## **8. TAXES**

**8.1. Tax Treatment.** The purchase price that you pay for DR Tokens is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your Purchase of DR Tokens, including, for example, sales, use, value added and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting or remitting any sales, use value added or similar tax arising from your Purchase of DR Tokens.

**8.2. Acknowledgement.** You acknowledge, understand and agree that (a) the Purchase and receipt of DR Tokens may have tax consequences for you, (b) you are solely responsible for compliance with your tax obligations, and (c) Dream Real bears no liability or responsibility with respect to any tax consequences to you associated with or arising from the creation, ownership, use or liquidation of DR Tokens or any other action or transaction related to the Dream Real Platform or the DRT Token Sale.

## **9. REPRESENTATIONS AND WARRANTIES**

**9.1. Representations by Purchaser.** By purchasing DR Tokens, you represent and warrant that:

**9.1.1.** You have read and understand this Agreement (including all Exhibits) and the White Paper;

**9.1.2.** You have the necessary authority and consent to accept these Terms & Conditions, to enter into a binding agreement with Dream Real and to perform the obligations set out herein;

**9.1.3.** The acceptance of these Terms & Conditions and the entry into a binding agreement with Dream Real shall not result in any breach of, be in conflict with, or constitute a material default under: (i)

any provision of the Purchaser's constitutional or organizational documents (in the case of a corporate entity including, without limitation, any company or partnership); (ii) any provision of any judgment, decree or order imposed on the Purchaser by any court or governmental or regulatory authority; and/or (iii) any material agreement, obligation, duty or commitment to which the Purchaser is a party or by which the Purchaser is bound;

**9.1.4.** You have sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, token storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, to be able to evaluate the risks and merits of your Purchase of DR Tokens, including, but not limited to, the matters set forth in this Agreement and to appreciate the risks and implications of purchasing DR Tokens, and you are able to bear the risks thereof, including loss of all amounts paid, loss of DR Tokens and liability to the Dream Real Parties (as defined in Section 11.1) and others for your acts and omissions, including, without limitation, those constituting breach of this Agreement, negligence, fraud or willful misconduct;

**9.1.5.** You have obtained sufficient information about DR Tokens to make an informed decision to Purchase DR Tokens;

**9.1.6.** You understand that DR Tokens confer only the right to provide and receive services on the Dream Real Platform, and confer no other rights of any form with respect to Dream Real, including, but not limited to, any voting, distribution, redemption, liquidation or other financial and legal rights;

**9.1.7.** You are not purchasing DR Tokens for any uses or purposes other than to provide or receive services on the Dream Real Platform, including, but not limited to, any investment, speculative or other financial purposes;

**9.1.8.** You are not a USA Person, a PRC Person, a South Korea Person, or a person located, organized or resident in Cuba, Iran, North Korea, Syria or the Crimea Region or any other country or territory that is subject of world-wide or territory wide sanctions; nor are you making a contribution for the purchase of DR Tokens for or on behalf of any such person or entity;

**9.1.9.** You have all requisite power and authority to execute and deliver this Agreement, to use the DRT Smart Contracts, to Purchase DR Tokens and to carry out and perform your obligations under this Agreement;

**9.1.10.** If you are an individual, you are at least 18 years old and of sufficient legal age and capacity to Purchase DR Tokens;

**9.1.11.** If you are an entity, Purchaser is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business;

**9.1.12.** Your Purchase of DR Tokens complies with applicable law and regulation in your jurisdiction, including, but not limited to, (a) legal capacity and any other threshold requirements in your jurisdiction for the Purchase of DR Tokens and entering into this Agreement with us, (b) any foreign exchange or regulatory restrictions applicable to such Purchase, and (c) any governmental or other consents that may need to be obtained;

**9.1.13.** You will comply with any tax obligations applicable to you arising from your Purchase of DR Tokens;

**9.1.14.** The funds, including any fiat, virtual currency or cryptocurrency you use to Purchase DR Tokens, 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 the DR Tokens to finance, engage in or otherwise support any unlawful activities;

**9.1.15.** All payments by you under this Agreement will be made only in your name, from a digital wallet or bank account not located in a country or territory that has been designated as a “non-cooperative country or territory” by the Financial Action Task Force and is not a “foreign shell bank” within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 et seq.) as amended, and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time;

**9.1.16.** The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with or constitute a default under, with or without the passage of time or the giving of notice (a) any provision of Purchaser’s organizational documents, if applicable, (b) any provision of any judgment, decree or order to which you are a party, by which you are bound, or to which any of your assets are subject, (c) any agreement, obligation, duty or commitment to which you are a party or by which you are bound or (d) any laws, regulations or rules applicable to you;

**9.1.17.** The execution and delivery of, and performance under, this Agreement requires no approval or other action from any governmental authority or person other than you;

**9.1.18.** To the extent required by applicable law, you comply with all anti-money laundering (“AML”) and counter the financing of terrorism (“CFT”) requirements, including, but not limited to, (a) the applicable financial recordkeeping and reporting requirements of the U.S. Currency and Foreign Transactions Reporting Act of 1970, as amended (i.e., the Bank Secrecy Act), (b) any applicable money laundering statutes of all jurisdictions in which you are located, resident, organized or operate, and the rules and regulations thereunder, and/or (c) any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental authority to which you are subject ((a) through (c) collectively, the “AML/CFT Laws”);

**9.1.19.** Neither you, nor any person having a direct or indirect beneficial interest in you or DR Tokens being acquired by you, or any person for whom you are acting as agent or nominee in connection the purchase of DR Tokens, (a) is the subject of economic or financial sanctions or trade embargoes administered or enforced by any country or government, including, but not limited to, those administered by the U.S. government through the Office of Foreign Assets Control of the U.S. Department of the Treasury (“OFAC”) or the U.S. Department of State, the United Nations Security Council, the European Union or Her Majesty’s Treasury of the United Kingdom or any other applicable jurisdictions (collectively, “Sanctions”), (b) is located, organized or resident in Cuba, Iran, North Korea, Syria, the Crimea Region or any other country or territory that is the subject of country-wide or territory-wide Sanctions, (c) is listed in any Sanctions-related list of sanctioned persons, including, but not limited to, those maintained by OFAC, the U.S. Department of State, the United Nations Security Council, the European Union or Her Majesty’s Treasury of the United Kingdom and/or (d) is directly or indirectly owned or controlled by any person or persons described in the foregoing clauses (a) through (c);

**9.1.20.** Any contribution to be made by you for the purchase of DR Tokens is not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing activities;

**9.1.21.** You shall not use DR Tokens to finance, engage in, or otherwise support any unlawful

activities;

**9.1.22.** If you are purchasing DR Tokens on behalf of any entity, you are authorized to accept this Agreement on such entity's behalf and such entity will be responsible for breach of this Agreement by you or any other employee or agent of such entity (references to "you" in this Agreement refer to you and such entity jointly);

**9.1.23.** You shall provide an accurate digital wallet address to Dream Real for receipt of any DR Tokens distributed to you by Dream Real;

**9.1.24.** You understand and accept the risks of contributing to early stage blockchain start-up business and acknowledge that these risks are substantial. You further warrant and represent that your contribution does not represent a meaningful or substantial proportion of your wealth or net worth, and that you are willing to accept the risk of loss associated with the contribution made under these Terms & Conditions; and

**9.1.25.** In connection with the purchase of the DRT, you represent to the Company the following: you will provide to the Company or to our nominee, immediately upon request, information that any of us, in any of our sole discretion, deem necessary or appropriate in order to maintain compliance with any federal, state, local, domestic or foreign law, regulation or policy, including any "Know Your Customer" requirements and policies or any judicial process. Such information or documents may include but are not limited to, passports, driver's licenses, utility bills, photographs, government identification cards or sworn statements, or, if you are an entity, proof of legal existence such as a government-issued certificate of incorporation or notarized formation documents, and we or our nominee, may keep a copy of such information and disclose such information and documents in order to comply with applicable laws, regulations, rules or agreements. You acknowledge that Dream Real may refuse to distribute DR Tokens to you until such requested information is provided.

**9.2. Covenants of Purchaser.** By purchasing DR Tokens, you covenant with Dream Real not to enter into or agree or attempt to enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary, directly or indirectly, with any USA Person, PRC Person, South Korea Person or any person resident of, or located or domiciled in Cuba, Iran, North Korea, Syria, the Crimea Region, or any other country or territory that is subject of country-wide or territory-wide sanctions, to sell, lend, transfer, assign or otherwise dispose of or cease to exercise control of all, or part of any interest in any DR Tokens.

## **10. INDEMNIFICATION**

**10.1. Scope of Indemnity.** To the fullest extent permitted by applicable law, Purchaser will indemnify, defend and hold harmless Dream Real and its past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "**Dream Real Parties**") from and against all claims, demands, actions, damages, losses, costs and expenses of any kind (including attorneys' fees) arising from or relating to (a) Purchaser's purchase or use of the DR Tokens, (b) Purchaser's use of the DRT Smart Contracts, (c) Purchaser's responsibilities or obligations under this Agreement, (d) Purchaser's breach or violation of this Agreement, (e) any inaccuracy in any representation or warranty of Purchaser, (f) Purchaser's violation of any rights of any other person or entity and/or (g) any act or omission of Purchaser that is negligent or unlawful, or constitutes willful misconduct.

**10.2. Dream Real Rights.** Dream Real reserves the right, at its option, to exercise sole control



over the defense, at your expense, of any claim subject to indemnification under Section 11.1. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in any other written agreement between you and Dream Real.

## **11. DISCLAIMERS**

**11.1. Disclaimer by Dream Real.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) DR TOKENS ARE SOLD ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE DR TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, UTILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR TITLE AND NON-INFRINGEMENT; (B) WE DO NOT REPRESENT OR WARRANT THAT THE DR TOKENS OR THE DRT SMART CONTRACTS ARE RELIABLE, CURRENT OR ERROR-FREE OR MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE DR TOKENS OR DRT SMART CONTRACTS WILL BE CORRECTED; (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT (i) THAT THE DR TOKENS, THE DELIVERY MECHANISM FOR DR TOKENS OR THE DRT SMART CONTRACTS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, (ii) THE ABILITY OF ANYONE TO PURCHASE OR USE THE DR TOKENS, AND (iii) THAT THE PROCESS OF PURCHASING THE DR TOKENS, RECEIVING THE DR TOKENS OR USING THE DRT SMART CONTRACTS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE DR TOKENS OR DRT SMART CONTRACTS ARE RELIABLE AND ERROR-FREE. AS A RESULT, PURCHASER ACKNOWLEDGES AND UNDERSTANDS THAT PURCHASER MAY NEVER RECEIVE DR TOKENS AND MAY LOSE THE ENTIRE AMOUNT PURCHASER PAID TO DREAM REAL.

**11.2. Exclusions.** Some jurisdictions do not allow for the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers. If these laws apply to you, some or all of the limitations or exclusions may not apply to you, and you may have additional rights.

## **12. LIMITATION OF LIABILITY**

**12.1. No Consequential Damages.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER DREAM REAL NOR THE DREAM REAL PARTIES ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY LEGAL THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR YOUR PURCHASE OF DR TOKENS, OR YOUR USE OF THE DRT SMART CONTRACTS. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE PURCHASE PROCESS IS TO NOT MAKE A PURCHASE. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY OF DREAM REAL FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT PAID BY YOU TO US FOR THE DR TOKENS. THE FOREGOING LIMITATIONS WILL NOT LIMIT OR EXCLUDE LIABILITY FOR GROSS NEGLIGENCE, FRAUD, WILLFUL OR RECKLESS MISCONDUCT OF DREAM REAL NOR SHALL IT LIMIT OR EXCLUDE ANY LOSSES FOR WHICH, AS A MATTER OF APPLICABLE LAW, IT WOULD BE UNLAWFUL TO LIMIT OR EXCLUDE LIABILITY.

**12.2. Exclusions.** Some jurisdictions may not allow the limitation or exclusion of liability for incidental or consequential damages. If these laws apply to you, some or all of the limitations or exclusions may not apply to you, and you may have additional rights.

### **13. DATA PROTECTION**

**13.1.** If we make an information request in accordance with Section 9.1.25, we may require you to provide information and documents relating to (without limitation):

- your identity;
  - your address;
  - the source of funds used for the purposes of purchasing DR Tokens; and/or
  - any other documents or data from which you can be identified
- (together your “**Personal Data**”).

**13.2.** We will not disclose your Personal Data except as expressly permitted under these Terms & Conditions and otherwise only with your prior consent. However, we may be required to disclose your Personal Data and/or certain other information about you to the extent required by applicable law or by an order of a court or competent governmental or regulatory authority. By accepting these Terms & Conditions, you expressly agree and consent to your Personal Data being disclosed to third parties to any extent required for the purposes of compliance with applicable law.

**13.3.** We shall process your Personal Data in accordance with the data protection legislation applicable to the jurisdiction of the company, as may be amended (“**Data Protection Law**”), and you agree that we, as the data controller, may directly or through our service providers or agents process your Personal Data for any one or more of the following purposes:

- the purchase of DR Tokens and the processing of transactions related to the DRT Token Sale pursuant to these Terms & Conditions;
- providing you with information about us and our range of services;
- compliance with any requirement imposed by applicable law or by an order of a court or competent governmental or regulatory authority;
- management of enquiries and complaints;
- opening, maintaining or operating a bank account in the Company’s name;
- subject to Section 14, resolving any Disputes with you;
- producing summary information for statistical, regulatory and audit purposes; and/or
- any other reasonable purposes in accordance with applicable law.

**13.4.** Under the Data Protection Law you have a right to access your Personal Data held by us, and it is your responsibility to inform us of any changes to your Personal Data to ensure such data remains accurate. You also have a right to object to your Personal Data being processed for the purposes of direct marketing. You agree to provide a written request to us should you wish to enforce these rights.

**13.5.** You agree that we may, for the purposes set out in Section 13.3, permit the transfer of your Personal Data to any jurisdiction, whether or not inside the European Economic Area, and that by accepting these Terms & Conditions you authorize and expressly consent to the processing of your Personal Data by us, our agents and/or our service providers, provided that where your Personal Data is processed by entities

other than us, our agents or our service providers, we shall seek your prior written consent in respect of such processing.

**13.6.** You acknowledge, accept and understand that these Terms & Conditions, insofar as they relate to the controlling and processing of your Personal Data by Dream Real, our agents and/or service providers, are only relevant to the processing of your Personal Data for the purposes set out in Section 14.3. In order to access the Dream Real Platform and provide or receive services therein or otherwise use and interact with the Dream Real Platform, you will be required to accept the Platform Terms and Policies which shall also set out the terms and conditions under which your Personal Data is collected, stored and processed (as well as your individual rights under applicable data protection laws) in connection with your use of the Dream Real Platform.

#### **14. DISPUTE RESOLUTION; ARBITRATION**

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT CONTAINS CERTAIN PROVISIONS, SUCH AS A BINDING ARBITRATION SECTION AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. THIS CLAUSE REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH THE COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

**14.1. Binding Arbitration:** Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “**Disputes**”) in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company (i) waive your and the Company’s respective rights to have any and all Disputes arising from or related to these Terms & Conditions resolved in a court, and (ii) waive your and the Company’s respective rights to a jury trial. Instead, you and the Company agree to arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court.

**14.2. No Class Arbitrations, Class or Representatives Actions:** Any Dispute arising out of or related to these Terms & Conditions is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

**14.3. Arbitration Rules:** Any dispute arising out of or in connection with these Terms & Conditions, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“**SIAC**”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“**SIAC Rules**”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English. By agreeing to be bound by these Terms & Conditions, you either (i) acknowledge and agree that you have read and understood the SIAC Rules, or (ii) waive your opportunity to read the SIAC Rules and any claim that the SIAC Rules are unfair or should not apply for any reason.

**14.4. Notice; Informal Dispute Resolution.** Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to

resolve the Dispute informally. Notice to the Company shall be sent by e-mail to the Company at **info@dream-real.com**. Notice to you shall be sent to any address you provide to us in writing in a notice. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and the Company cannot agree how to resolve the Dispute within thirty (30) days after the date that the notice is received by the applicable Party, then either you or the Company may, as appropriate and in accordance with this Section 14, commence an arbitration proceeding or, to the extent specifically provided for in Section 14.1, file a claim in court.

**14.5. Process.** The governing law of this Agreement shall be the substantive law of Singapore and the Singapore court will have exclusive jurisdiction over any appeals and the enforcement of an arbitration decision.

**14.6. Authority of Arbitrator.** These Terms & Conditions, the applicable SIAC Rules and the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court, provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative or class action, which is prohibited by these Terms & Conditions. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

**14.7. Severability of Dispute Resolution and Arbitration Provisions.** If any term, clause or provision of this Section 15 is held invalid or unenforceable, it will be so held to the minimum extent applicable and required by law, and all other terms, clauses and provisions of this Section 14 will remain valid and enforceable. Further, the waivers set forth in Section 14.2 above are severable from the other provisions of these Terms & Conditions and will remain valid and enforceable, except as prohibited by applicable law.

## **15. ELECTRONIC NOTICES**

**15.1. Consent to Electronic Delivery.** You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures (collectively "**Communications**") that Dream Real provides in connection with your Purchase of DR Tokens or use of the DRT Smart Contracts. You agree that Dream Real may provide these Communications to you by posting them on the Site, by emailing them to you at the email address you provide and/or by sending an SMS or text message to a mobile phone number that you provide. Your carrier's normal, messaging, data and other rates and fees may apply to any mobile Communications. You should maintain copies of electronic Communications by printing a paper copy or saving an electronic copy.

**15.2. Withdrawal of Consent.** You may withdraw your consent to receive electronic Communications by sending a withdrawal notice to **info@dream-real.com**. If you decline or withdraw consent to receive electronic Communications, Dream Real may suspend or terminate your ability to Purchase DR Tokens.

## **16. MISCELLANEOUS**

**16.1. Governing Law and Venue.** Subject to Section 14, these Terms & Conditions and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with Singapore law.

**16.2. Severability.** If any term, clause or provision of this Agreement is held unlawful, void or unenforceable, then that term, clause or provision will be severable from this Agreement and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of this Agreement.

**16.3. Entire Agreement.** This Agreement, including the exhibits attached hereto and the materials incorporated herein by reference, 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, including, without limitation, any public or other statements or presentations made by any Dream Real Party about the DR Tokens or the Dream Real Platform. Headings are for information purposes only.

**16.4. Assignment.** You may not assign or transfer any of your rights or obligations under this Agreement without prior written consent from Dream Real, including by operation of law or in connection with any change of control. Dream Real may assign or transfer any or all of its rights under this Agreement, in whole or in part, without obtaining your consent or approval.

**16.5. Waiver.** Our failure or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver thereof. All waivers by Dream Real must be unequivocal and in writing to be effective.

**16.6. Force Majeure.** You understand and agree that Dream Real shall not be liable and disclaims all liability to you in connection with any force majeure event, including acts of God, labor disputes or other industrial disturbances; electrical, telecommunications, hardware, software or other utility failures; software or smart contract bugs or weaknesses; earthquakes, storms, or other nature-related events; blockages, embargoes, riots, acts or orders of government; acts of terrorism or war; technological change; changes in interest rates or other monetary conditions; or other matters beyond the reasonable control of Dream Real, including changes to any blockchain-related protocol.

**16.7. No Partnership; No Agency; No Third-Party Beneficiaries.** Nothing in this Agreement and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, either Party as the agent 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. This Agreement does not create any third-party beneficiary rights in any person.

**16.8. Modifications.** We reserve the right to make changes or modifications to this Agreement from time to time, in our sole discretion. If we make changes to this Agreement, we will provide notice of such changes, which may include sending you an email, providing notice on the homepage of the Site, and/or posting an amended Agreement, and updating the “Last Updated” date above. The modified Agreement will become effective upon posting and will apply to any Purchase or use of DR Tokens made after the modified Agreement becomes effective.

**16.9. Termination.** Notwithstanding anything contained in this Agreement, we reserve the right, without notice and in our sole discretion, to terminate your right to Purchase DR Tokens, at any time and for any reason, and you acknowledge and agree that Dream Real shall have no liability or obligation to you in such event to the fullest extent permitted by applicable law.

## Exhibit A

### DRT Token Sale Procedures and Specifications

#### TIMING OF TOKEN SALE

The DRT Token Sale will consist of two parts:

- A. Pre-Sale in the form of private sale will begin on 9 July 2018 and will end on 31 August 2018 (the “**Pre-Sale**”); and
- B. Main Sale in the form of public sale (ICO) will begin on 10 September 2018 and will end on the earlier of (the “**Main Sale**”):
  - a) 31 December 2018 (the “Closing Date”); or
  - b) When the 125 000 ETH Hard Cap is met. The foregoing is subject to Paragraph 6 below.

#### 1. *DRT Token Sale Structure*

- a. **Name of Token:** Dream (DR)
- b. **Hard Cap:** Equivalent of 125 000 ETH (one hundred twenty five thousand Ethereum).
- c. **Soft Cap:** None
- d. **Exchange rate:**
  - i. During the period of Pre-Sale (from 9 July 2018 till 31 August 2018):  
1 ETH = 12 000 DR;
  - ii. During the period of Main Sale (from 10 September 2018 till 31 December 2018):  
1 ETH = 6 000 DR
- e. **Currencies Accepted:** Bitcoin (BTC), Ethereum (ETH)

#### 2. *Method and Terms of Contributions*

- a. You may make a contribution to Dream Real during the DRT Token Sale in the manner described in this paragraph 2 of Exhibit A.
- b. Contributions to be made in fiat currency must be sent from a bank account designated by Dream Real, details of which are specified on the DRT Token Sale website. In accordance with this paragraph 2(b) your ETH address shall be required to verify your contribution to Dream Real and to enable Dream Real to issue DR Tokens to you through the Smart Contract System.
- c. Contributions to be made in ETH must be sent from an Ethereum wallet in respect of which you can identify your private key. Your private key shall be required to verify your ETH contribution to Dream Real and to enable Dream Real to issue DR Tokens to you through the Smart Contract System. ETH contributions shall be sent to the Ethereum wallet address specified on the Dream Real website (ico.dream-real.com).

d. Contributions to be made in BTC shall be sent from a Bitcoin wallet in respect of which you can identify your private key. Your private key shall be required to verify your Bitcoin contribution to Dream Real and to enable Dream Real to issue DR Tokens to you through the Smart Contract System. BTC contributions shall be sent to the Dream Real Bitcoin wallet address specified on the Dream Real website (ico.dream-real.com).

e. Contributions shall be sent exclusively to the Dream Real bank account or wallet address specified on the Dream Real Website. To the extent that any third-party website, service or smart-contract offers to receive contributions and issue DR Tokens or facilitates the allocation or transfer of DR Tokens in any way during the DRT Token Sale, such third-party websites or services are, unless expressly set out in these Terms & Conditions or mentioned on the Dream Real website, not authorized by Dream Real nor do they have any legal or commercial relationship in any way with Dream Real, the Dream Real Platform or DR Tokens.

f. Purchasers that send contributions in a manner that does not conform with the methods of contribution described in these Terms & Conditions; or to any third-party website, wallet address, service or smart contract that offers DR Tokens in a manner set out in paragraph (e) above, risk losing their entire contribution and Dream Real shall not be responsible or liable for recovering or returning any such contributions to the Purchaser nor shall Dream Real be responsible or liable for any losses incurred by the Purchaser in this respect.

### *3. DRT Token price*

a. During the DRT Token Sale the price attributed to DR Tokens shall be as follows:

- i. During the period of Pre-Sale (from 9 July 2018 till 31 August 2018):  
1 ETH – 12 000 DR tokens;
- ii. During the period of Main Sale (from 10 September 2018 till 31 December 2018):  
1 ETH – 6 000 DR Tokens.

b. Where a contribution is made under the terms of these Terms & Conditions in cryptocurrency or fiat, the value that such currency has against ETH shall be determined by Dream Real referring to such exchanges as Dream Real shall decide in its sole and absolute discretion (the “**Conversion**”), in order to calculate the DR Tokens that will be issued to the Purchaser. Dream Real shall not be responsible or liable for any losses which may be suffered by the Purchaser as a result of the Conversion, nor shall Dream Real be liable for any errors in the rates of exchange published by any exchange.

### *4. DRT Token Sale Terms*

a. **Minimum Purchase Requirement:** 0.1 ETH

In order to receive DR Tokens, the Purchaser must have, and send a notice to Dream Real containing the address of, an Ethereum wallet that supports the ERC20 standard (in other words the Purchaser’s Ethereum wallet must possess technical infrastructure that is compatible with the receipt, storage and transfer of DR Tokens, being tokens that are created on the ERC20 token standard). Dream Real reserves the right to prescribe additional conditions relating to the specific wallet requirements at any time acting in its sole and absolute discretion.

Subject to compliance with this paragraph 4, delivery of DR Tokens shall be made to the Purchaser

approximately three weeks after the Closing Date, provided that Dream Real received contribution from the Purchaser, by sending DR Tokens to the Ethereum wallet address notified by the purchaser to Dream Real in accordance with the foregoing paragraph.

On receipt of your contribution, such contribution shall immediately become the sole and exclusive property of Dream Real who shall be entitled to apply the contribution towards the development of the Dream Real Platform and other operating expenses relating to our business. The application of your contribution shall be determined by us acting in our sole and absolute discretion and we shall be under no obligation to inform you or otherwise verify how your contribution is used.

#### *5. Bonus for Purchasers*

During the DRT Token Sale special terms may be available. If the amount of purchase is bigger than 3 ETH, the bonus size and vesting terms will be discussed individually with every buyer and they may be different from the standard terms of DRT token main sale at the particular period of time.

#### *6. Duration of DRT Token Sale*

a. Dream Real reserves the right in its sole discretion, to change the date and/or time when the Sale Period will begin and further reserves the right in its sole discretion, to extend the duration of the DRT Token Sale unlimited number of times with unlimited extension period (the “**Extension Period**”), for any reason, including the unavailability of the Site or other unforeseen security or procedural issues. During the Extension Period, Dream Real reserves the right to implement and/or change DRT Token Sale Terms.

#### *7. Distribution of tokens*

- a. PRESALE&ICO – 50%;
- b. Reserve fund of tokens for rewards and crowdfunding – 20%;
- c. Advisors – 8%;
- d. Bounty – 2%;
- e. Team – 20%.

#### *8. Returns and Refund Policy*

a. Dream Real reserves the right to refuse or reject any contribution made at any time in its sole and absolute discretion. To the extent that we refuse or reject a contribution, we will exercise reasonable endeavors to procure that the contribution is returned to the Purchaser, however, Dream Real does not warrant, represent or offer any assurances that Dream Real will successfully be able to recover and/or return any such contribution.

b. Subject to the foregoing paragraphs and except to the extent required by applicable law, all contributions received by Dream Real under these Terms & Conditions are final and purchasers shall not be entitled to claim any refund or reimbursement of contributions from Dream Real.

c. During any period of suspension or in the event that the DRT Token Sale is aborted, the Smart Contract System will no longer be able to receive and accept contributions, create DR Tokens and/or issue DR Tokens to purchasers. Purchasers who send us contributions (after we publish a notice that the DRT Token Sale has been suspended or aborted in accordance with this paragraph) risk losing their entire



contribution and we shall not be responsible or liable for recovering or returning any such contributions to the Purchaser nor shall we be responsible or liable for any losses incurred by such Purchasers in this respect. Purchasers are therefore strongly advised to check our website before sending a contribution to the Smart Contract System.

*9. Distribution of DR Tokens and Trading*

- a. Purchasers will receive access to their DR Tokens after their Purchase of DR Tokens.

*10. Insufficient Funds*

- a. If you have an insufficient amount of funds in your wallet to complete an order for DR Tokens, we may cancel the entire order.

*11. Failure to Follow Procedures*

- a. Failure to follow the procedures set forth in this Agreement and otherwise in connection with the DRT Token Sale may result in Purchaser not receiving any DR Tokens.

- b. During the DRT Token Sale, receipt or purchase of DR Tokens through any other means other than through the Site are not sanctioned or agreed to in any way by Dream Real. Purchaser should take great care that the website used to purchase DR Tokens has the following universal resource locator (URL): **<http://ico.dream-real.com/>**.

*12. Token Functionality*

- a. Ownership of DR Tokens carries no rights, whether express or implied, other than a limited potential future right or expectation to use and interact with the Dream Real Platform as may be made available from time to time, (as further described in this Annex), if and to the extent the Dream Real Platform is successfully developed and deployed. Any potential future right or expectation relating to the provision and receipt of services on the Dream Real Platform shall be subject to any restrictions and limitations set out in these Terms & Conditions and/or the Platform Terms and Policies (as applicable).

- b. You acknowledge and accept that DR Tokens do not represent or constitute:

- i. any ownership right or stake, share, equity, security, commodity, bond, debt instrument or any other financial instrument or investment carrying equivalent rights;

- ii. any right to receive future revenues, shares or any other form of participation or governance right from, in or relating to the Company and/or the Dream Real Platform;

- iii. any form of money or legal tender in any jurisdiction, nor do they constitute any representation of money (including electronic money); or

- iv. the provision of any goods and/or services as at the date that these Terms & Conditions form a binding agreement between the Parties.

- c. Protections offered by applicable law in relation to the acquisition, storage, sale and/or transfer of the instruments and/or investments of the types referred to in the sub-clauses of paragraph 13 shall not apply to any contribution made under these Terms & Conditions for the acquisition of DR Tokens or to your storage, sale and/or transfer of DR Tokens.

d. The Company makes no warranties or representations and offers no assurances (in each case whether express or implied) that DR Tokens shall confer any actual and/or exercisable rights of use, functionality, features, purpose or attributes in connection with the Dream Real Platform.

*13. Intended functionality of DR Tokens*

DR Tokens will be an essential utility for users of the Dream Real Platform as they will enable interaction within the Dream Real Platform and will act as the main driver of the Dream Real ecosystem. DR Tokens will effectively operate as an “in-app currency”, the sole purpose of which is to allow users to participate on the Dream Real Platform.

DR Tokens do not have any functionality or utility outside the Dream Real Platform. The functionality and utility of DR Tokens will therefore be limited to interacting with users/content within the confines of a single platform.

DR Tokens will not have any functionality or utility outside the Dream Real Platform. It is therefore intended that DR Tokens will continuously circulate within the Dream Real Platform ecosystem. The Dream Real Platform will therefore be structured as a “closed system” insofar as the use of DR Tokens is concerned. Whilst it is possible that a secondary market could develop for trading DR Tokens, the Company will not create such secondary markets nor will it act as an exchange for DR Tokens. To the extent a secondary market or exchange for trading DR Tokens does develop, it would be run and operated wholly independently of the Company, the DR Token Sale and the Dream Real Platform.

*14. Possibility of change to the intended functionality of DR Tokens*

PLEASE NOTE THAT WE ARE IN THE PROCESS OF UNDERTAKING A LEGAL AND REGULATORY ANALYSIS OF THE FUNCTIONALITY OF DR TOKENS. FOLLOWING THE CONCLUSION OF THIS ANALYSIS, WE MAY DECIDE TO AMEND THE INTENDED FUNCTIONALITY OF DR TOKENS IN ORDER TO ENSURE COMPLIANCE WITH ANY LEGAL OR REGULATORY REQUIREMENTS TO WHICH WE ARE SUBJECT. WE SHALL PUBLISH A NOTICE ON OUR WEBSITE OF ANY CHANGES THAT WE DECIDE TO MAKE TO THE FUNCTIONALITY OF DR TOKENS AND IT IS YOUR RESPONSIBILITY TO REGULARLY CHECK OUR WEBSITE FOR ANY SUCH NOTICES. ON THE CONCLUSION OF THIS ANALYSIS, WE WILL DECIDE WHETHER OR NOT TO CHANGE THE FUNCTIONALITY OF DR TOKEN

## Exhibit B

### Certain Risks Associated with the Purchase, Sale and Use of DR Tokens and Use of the DRT Smart Contracts

**IMPORTANT NOTE: DR Tokens are not being structured or sold as securities or as any other form of investment product. Accordingly, none of the information presented in this Exhibit B is intended to form the basis for any investment decision, and no specific recommendations are intended.**

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

1. *Risk of Losing Access to DR Tokens Due to Loss of Private Key(s).*

DR Tokens purchased by you may be held in a digital wallet or vault, which requires a private key or a combination of private keys for access. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing DR Tokens will result in loss of such DR Tokens, as well as access to your DRT Token balance. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service you use, may be able to misappropriate your DR Tokens. Dream Real is not responsible for any such losses.

2. *Risks Associated with the Ethereum Protocol.*

Because DR Tokens are based on the Ethereum protocol, any malfunction, breakdown or abandonment of, or attack on, the Ethereum protocol may have a material adverse effect on the DR Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the DR Tokens by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol. Upgrades by Ethereum to the Ethereum platform, a hard fork in the Ethereum platform or a change in how transactions are confirmed on the Ethereum platform may have unintended adverse effects on all blockchains using the ERC-20 or ERC-223 standards, including Dream Real. The Ethereum blockchain is at an early stage of development, and it is not fully known whether the Ethereum blockchain will be able to sustain long-term operation of the DR Token. As recently as October 2017, the Ethereum blockchain experienced significant delays in processing block transactions due to extremely high volumes associated with similar token sales around that time. It is not certain whether the Ethereum development community will resolve these technical issues in the future.

3. *Unknown Impact of Proposed Changes to Ethereum.*

The Ethereum Foundation has laid out a road map for the improvement and development of Ethereum. While some of the future proposals offer promises to known technical issues, it is uncertain when these new improvements will be introduced and whether they will be successful. In particular, proposals to greatly increase blockchain speeds is, at the time of the DRT Token Sale, not imminent. A proposal to change the mining process from the current Proof-of-Work algorithm to a Proof-of-Stake algorithm will have a yet-to-be-seen impact for the Ethereum network.

4. *Prohibitively High Gas Prices for Transactions.*

All transactions over the Ethereum blockchain, including the transfer of DR Tokens, have a real-world cost in ETH (“Gas”). While at this point in time, Gas prices for basic transactions over the Ethereum network are nominal, there is no certainty that Gas prices will not increase, and thereby make the trading of DR Tokens over the Ethereum network commercially unfeasible. In addition, high volumes could lead to very high Gas

prices for processing transactions, which would make using the blockchain prohibitively expensive.

5. *Ethereum May be Superseded.*

While today, in our view, the Ethereum blockchain technology presents the most promising advances in blockchain technology, there is no guarantee that Ethereum will not be supplanted by competing protocols that improve upon the Ethereum technology. The Ethereum technology is open-source, meaning that anyone can copy and disseminate the same code with modifications. It is not known whether the Ethereum platform will become the predominant protocol adopted globally by the industry. If Ethereum is surpassed or superseded, then this could impact the DRT Token program as usage and adoption declines.

6. *Blockchain Risk.*

On the Ethereum blockchain, timing of block production is determined by proof of work so block production can occur at random times. For example, ETH that is contributed to the DRT Smart Contracts in the final seconds of a distribution period may not get included for that period. Purchaser acknowledges and understands that the Ethereum blockchain may not include Purchaser's transaction at the time Purchaser expects, and Purchaser may not receive DR Tokens the same day Purchaser sends ETH. The Ethereum blockchain is prone to periodic congestion during which transactions can be delayed or lost. Purchaser acknowledges and understands that Ethereum block producers may not include Purchaser's transaction when Purchaser wants or Purchaser's transaction may not be included at all.

7. *Risk of Hacking and Security Weakness.*

DR Tokens may be subject to expropriation and/or theft. Hackers or other malicious groups or organizations may attempt to interfere with the DRT Smart Contracts or the DR Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Ethereum platform rests on open-source software and DR Tokens are based on open-source software, there is the risk that Ethereum smart contracts may contain intentional or unintentional bugs or weaknesses which may negatively affect the DR Tokens or result in the loss of Purchaser's DR Tokens, the loss of Purchaser's ability to access or control Purchaser's DR Tokens, or the loss of ETH in Purchaser's account. In the event of such a software bug or weakness, there may be no remedy and holders of DR Tokens are not guaranteed any remedy, refund, or compensation.

8. *Uncertain Regulatory Framework.*

The regulatory status of cryptographic tokens, digital assets, blockchain technology and social networks working on blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology, and its applications. Such changes could negatively impact DR Tokens in various ways, including, for example, through a determination that DR Tokens are regulated financial instruments that require registration or through the imposition of onerous liquidity requirements. Dream Real may cease the distribution of DR Tokens, the development of the Dream Real Platform, or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

9. *Legal and Regulatory Factors Relating to Our Business Model Might Present Barriers to Success.*

Dream Real operates in a new and developing legal and regulatory environment concerning initial token sales, blockchain, smart contracts and social networks working on blockchain technology. There is no

established body of law or court decisions in any country concerning blockchain and smart contracts, and the law regarding initial token sales is developing. As a result, it is possible that there could be legal disputes over the interpretation of smart contracts between members of the Dream Real community, thus undermining the attractiveness of smart contracts to Dream Real users. Further, the proposed model of social network based on blockchain technology and using its own cryptocurrency to reward users for making posts, photos, video, comments and likes is relatively new and entails risks because of the high volatility of the cryptocurrency market and because there is no coherent regulation of such operations.

Uncertainty in how the legal and regulatory environment will develop could negatively impact Dream Real's business operations and revenue streams, thus posing a risk to the usefulness of the DR Tokens you purchased in the DRT Token Sale.

10. *Risk of Government Action.*

The use of cryptocurrency to reward users in social network based on blockchain technology is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of Dream Real and/or pursue enforcement actions against Dream Real. Such governmental activities may or may not be the result of targeting Dream Real in particular. All of this may subject Dream Real to judgments, settlements, fines or penalties, or cause Dream Real to restructure its operations and activities or to cease offering certain products or services, all of which could harm Dream Real's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the DR Tokens and/or the Dream Real Platform.

11. *Risk of Fluctuation of Ether or other Currency.*

Proceeds of the sale of DR Tokens will be denominated in ETH and may be converted into other cryptographic or fiat currencies. If the value of ETH or other currencies fluctuates unfavorably during or after the Sale Period, Dream Real may not be able to fund development in the manner that it intended.

12. *Lack of Interest.*

A lack of use or public interest in the Dream Real Platform could negatively impact the potential utility of DR Tokens.

13. *Dream Real is Unable to Implement its Future Business Model.*

Dream Real's current business model has a solid track record and has assembled a quality team to grow the company. However, it is possible that the company will not be able to successfully implement future components of the business model. If Dream Real is unable to operationalize these features, or the market does not respond positively to them, some or all of the usefulness of the DR Tokens you purchased in the DRT Token Sale may be at risk, despite any corrective actions Dream Real may take.

14. *Ability to Transact or Resell.*

You may be unable to sell or otherwise transact in DR Tokens at any time, or for the price you paid. By using the DRT Smart Contracts, or by purchasing DR Tokens, you acknowledge, understand and agree that: (a) DR Tokens may have no value; (b) there is no guarantee or representation of liquidity for DR Tokens; and (c) Dream Real is not responsible for the market value of DR Tokens, the transferability and/or liquidity of DR Tokens and/or the availability of any market or exchange for DR Tokens through third parties or otherwise.

15. *DR Tokens are Non-Transferable Until Completion of Sale.*

You acknowledge and understand that DR Tokens are not transferable until after the end of the Sale Period. You further acknowledge and understand that Dream Real reserves the right to terminate the sale process at any time and withdraw any unsold DR Tokens from the DRT Token Sale. Once the DRT Token Sale has been stopped and subject to applicable vesting periods, DR Tokens will become transferable, although this does not mean there will be a market through which you can transfer them.

16. *Dream Real May Modify or Stop the Sale at Any Time.*

Purchaser acknowledges and understands that Dream Real may modify the timing, sale price, and number of DR Tokens available for sale at any time during the Sale Period. Purchaser further acknowledges and understands that Dream Real reserves the right to terminate the sale process at any time and withdraw any unsold DR Tokens from the sale process. If the sale process has been stopped prematurely, DR Tokens purchased by Purchaser may not be transferable.

17. *Exchange and Counterparty Risks.*

If you send ETH to the DRT Smart Contracts from an exchange or account that you do not control, pursuant to the DRT Smart Contracts, DR Tokens will be allocated to the account that has sent ETH; therefore, you may never receive or be able to recover your DR Tokens. By using the DRT Smart Contracts, and/or by purchasing DR Tokens, you acknowledge and agree that you will send ETH to the DRT Smart Contracts through an exchange account and/or hold DR Tokens on a cryptocurrency exchange or with another third party at your own and sole risk.

18. *Risks Associated With The DRT Token Sale.*

DR Tokens serve a specific function within the Dream Real Platform, which is as a medium of exchange integral to the goods and services being or to be provided by Dream Real and via the Dream Real Platform. DR Tokens are not investment products. There should be no expectation of future profit or gain from the Purchase of DR Tokens. DR Tokens do not represent (i) any equity or other ownership interest in Dream Real, (ii) any rights to dividends or other distribution rights from Dream Real, or (iii) any voting or other governance rights in Dream Real. While we do not believe the sale of DR Tokens constitutes a public offering of securities in those jurisdictions where the offering is being made, this conclusion is not free from doubt. In addition, public policy towards token sales is evolving, and it is conceivable that regulators may in the future seek to broaden the scope of regulation of token sales. If the DRT Token Sale becomes subject to registration, prospectus or licensing requirements in a particular jurisdiction, we may be found liable if we have not complied with the applicable registration, prospectus or licensing requirements, and this would delay or potentially postpone the proposed DRT Token Sale indefinitely. There are also other risks of participating in any token sale. Risks include turnover in a company's management team, volatility in cryptocurrency markets, the possibility of increasing regulation of cryptocurrency exchanges, the potential for a post facto government investigation of a token sale, suboptimal ability of participants to conduct due diligence on a company undertaking a token sale, and other risks. Potential token buyers should weigh these risks against the possible future benefits before deciding to participate in the DRT Token Sale.

19. *Taxation Risks.*

The use of DR Tokens as a form of settlement currency may or may not be subject to local income tax, capital gain taxes, VAT, or other forms of taxes. This uncertainty in tax legislation may expose merchants and customers alike to unforeseen future tax consequences associated with the use of DR Tokens as a settlement currency, and/or the trading of DR Tokens for capital gains.

20. *Capital Control Risks.*

Many jurisdictions, such as China, impose strict controls on the cross-border flow of capital. Holders of DR Tokens may be subject to these regulations and/or arbitrary enforcement of such regulations at any time. This would make the transfer of DR Tokens out of the local jurisdiction to overseas exchanges an unlawful activity exposing the user of DR Tokens to government fines or other regulatory sanction.

21. *Countering the Financing of Terrorism (“CFT”) and Anti-Money Laundering (“AML”) Regulations.*

The United States has issued a series of regulations to combat terrorist financing and money laundering activities. Many other countries have enacted similar legislation to control the flow of capital for such illicit activities. In the event that licenses, registrations, or other authorizations are required under applicable CFT and/or AML regulations to operate the Dream Real Platform, there is no guarantee that Dream Real will be able to successfully obtain such authorizations. In addition, any illicit use of the DR Tokens by bad actors could breach such regulations and seriously impact the global reputation of the Dream Real Platform. In such event, it is conceivable that this could trigger scrutiny by CFT and AML regulators and potentially cause significant disruption to the distribution and circulation of DR Tokens.

22. *Changes to the Dream Real Platform.*

Although Dream Real intends for the Dream Real Platform to have the features and specifications set forth in the White Paper, Dream Real may make changes to such features and specifications for any number of reasons.

23. *Reliance on Third Parties.*

Dream Real anticipates relying on third parties to develop and build out the Platform. Dream Real may be unable to retain third parties with the requisite expertise, and those it does retain may not adequately perform their obligations under an agreement with Dream Real.

24. *Risks Associated with Dream Real’s Business.*

Dream Real’s success depends on its continued innovation to provide new, and improve upon existing, products and services that make its Platform useful for users. As a result, Dream Real must continually invest significant resources in research and development to improve the attractiveness and comprehensiveness of its products and services and effectively incorporate new mobile, internet, blockchain and other technologies into them. If Dream Real is unable to continue offering high-quality, innovative products and services, it may be unable to attract additional users or retain current users, which could harm Dream Real’s business, results of operations and financial condition.

In addition, Dream Real’s success depends on its ability to continue to attract users to its Platform and enhance their engagement with Dream Real’s products and services. Dream Real’s existing and potential competitors include, but are not limited to, companies that operate, or could develop, international, national and local social networks based on blockchain and using its own cryptocurrencies to reward users. These companies could devote greater technical and other resources than Dream Real has available, have a more accelerated timeframe for deployment and leverage their existing user bases and proprietary technologies to provide products and services that users might view as superior to Dream Real’s offerings. Any of Dream Real’s future or existing competitors may introduce different solutions that attract users or provide solutions similar to Dream Real’s but with better branding or marketing resources. If Dream Real is not able to continue to attract users to its Platform, Dream Real’s business, results of operations and financial condition would be harmed.

25. *Unanticipated Risks.*

Cryptographic tokens such as DR Tokens are a new and untested technology. In addition to the risks included in this Exhibit B, there are other risks associated with your Purchase, holding and use of DR Tokens, including those that Dream Real cannot anticipate.

26. *Sale of business Risks.*

In the event of a sale, transfer or other disposal of the shares or assets of (i) the Company; or (ii) the Dream Real Companies, the Dream Real Platform may not be developed or operated and DR Tokens may not have the functionality or utility intended or otherwise described in these Terms & Conditions or in the White Paper. A prospective buyer of the Company or the Dream Real Companies may decide not to develop or operate the Dream Real Platform or assign a functionality to DRT in a manner not otherwise envisaged by the existing management team of the Company or the Dream Real Companies