

The first platform, socially restructuring the blockchain.

#### **Bell Wood services**

## **Exchange Market**

Virtual currency exchange and blockchain related services.

## **Device Coverage**

We provide our service on the web browser and we will develop applications for the cryptocurrency exchange markets and the wallet on iOS and Android.

#### **Bell Fintech**

It is a service for corporate customers who can introduce virtual currency settlement to your site.

# Support

We will support any problems or inquiry through e-mail only in English.

#### Introduction

Bell Wood is a new cryptocurrency exchange Market in Malta.

The official Bell Wood website was launch in 2018.

In the wake of the growing popularity of digital currencies,

we have been developing a convenient and functional trading platform.

Cryptocurrencies are highly volatile – their value often changes.

There is no centralized governamental cryptocurrency regulation,

so their value largely depends on the demand and supply on the market.

This makes cryptocurrencies an attractive asset for trading on the exchange market.

## **Our Mission**

Through our original coin,

we aim to role as a platform of over 1500 cryptocurrency.

Our mission is to enrich the lives of all users who lose their possessions by cryptocurrency

and the issuer who has failed in ICO.

#### Introduction

# CEO Hayato Suzuki

Hayato Suzuki met online games while He was a university, Became the top in Japan. Later, he established a professional gaming team contracting with the first player in Japan with an annual salary system.

He did a boot camp in Vietnam, China and race the world.

After finishing the career as a professional gaming player, He was in charge of the theft risk investigation at the Japanese insurance company.

Environmental survey of areas where crime is likely to occur,

We planned how to suppress crime as a region.

April 2018 Bell Wood Ltd established in Malta Republic.

#### **About Bell Coin**

We will issue our original coin called "Bell Wood Coin".

The ICO of our original coin is not intended to collect funds.

Our aim for the ICO is aggregation of all cryptocurrency in the world and making them meaningful so we offer our currency for any other cryptocurrency.

In other words, users are able to change their cryptocurrency which declines and seems never return with our Bell Wood Coin through the ICO. (\*under some conditions: mention the details later)

And after changing from unnecessary coins to Bell Wood Coin, it is possible to have a chance to buy new beneficial cryptocurrency with Bell Wood Coin.

That means. Bell Wood Coin has a possibility to convert the "hopeless asset" into the other "hopeful asset".

## Funds usage

The funds will be used to build the Bell Wood's wallet and perform upgrades to the system.

However, as mentioned above, this ICO is not intended to collect funds but to collect any cryptocurrencies from the users.

To collect them, we aim to attract a large number of Bell Wood's users and augment opportunities for letting our customers use our related services.

## **Bell Coin SALE TERMS AND CONDITIONS**

The following Terms and Conditions ("Terms") govern your ("you" or the "Purchaser") purchase of Bell Coin from Bell Wood, an exempted company registered in Malta (the "Company"). Each of you and the Company is a "Party" and, together, the "Parties" to these Terms. This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. This document describes the Bell Coin sale.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE Bell Coin FROM THE COMPANY. BY PURCHASING Bell Coin FROM THE COMPANY, YOU WILL BE BOUND BY THESE TERMS AND ANY TERMS INCORPORATED BY REFERENCE. IF YOU HAVE ANY QUESTIONS REGARDING THESE TERMS, PLEASE CONTACT THE COMPANY AT info@bellwoodmalta.com. By purchasing Bell Coin, and to the extent permitted by law, you are agreeing not to hold any of the the Company and its respective 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 "Bell Coin" Team) liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of Bell Coin, including losses associated with the terms set forth below.

IF ANY OF THE FOLLOWING TERMS ARE UNACCEPTABLE TO YOU, YOU SHOULD NOT PURCHASE Bell Coin.

PURCHASES OF Bell Coin SHOULD BE UNDERTAKEN ONLY BY INDIVIDUALS, ENTITIES, OR COMPANIES THAT HAVE SIGNIFICANT EXPERIENCE WITH, AND UNDERSTANDING OF, BLOCKCHAIN BASED SOFTWARE SYSTEMS. PURCHASERS SHOULD HAVE A FUNCTIONAL UNDERSTANDING OF STORAGE AND TRANSMISSION MECHANISMS ASSOCIATED WITH OTHER CRYPTOCUURENCY. WHILE THE COMPANY WILL BE AVAILABLE TO ASSIST PURCHASERS OF Bell Coin DURING THE SALE, THE COMPANY WILL NOT BE RESPONSIBLE IN ANY WAY FOR LOSS OF BTC, ETH OR Bell Coin RESULTING FROM ACTIONS TAKEN BY, OR OMITTED BY PURCHASERS. IF YOU DO NOT HAVE SUCH EXPERIENCE OR EXPERTISE, THEN YOU SHOULD NOT PURCHASE BEIL COIN OR PARTICIPATE IN THE SALE OF BEIL COIN. YOUR PARTICIPATION IN BEIL COIN SALE IS DEEMED TO BE YOUR UNDERTAKING THAT YOU SATISFY THE REQUIREMENTS MENTIONED IN THIS PARAGRAPH.

PURCHASER AGREES TO BUY, AND COMPANY AGREES TO SELL, Bell Coin IN ACCORDANCE WITH THE FOLLOWING TERMS:

Conditions to Bell Coin sale

YOU MAY NOT MAKE A ACQUIRE A Bell Coin IF YOU ARE A CITIZEN, RESIDENT (TAX OR OTHERWISE) OR GREEN CARD HOLDER OF THE UNITED STATES OF AMERICA, OR A CITIZEN OR RESIDENT OF THE REPUBLIC OF SOUTH AFRICA, OR Malta.

When you purchase, or otherwise receive, a Bell Coin, you may only do so by accepting the following conditions and, by doing so, you warrant and represent that the following are a true and accurate reflection of the basis on which you are acquiring the Bell Coin:

- •neither the Company nor any of the Bell Coin Team has provided you with any advice regarding whether Bell Coin is a suitable investment for you;
- ·you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic Coin, such as Bitcoin and Ether, as well as blockchain-based software systems generally;
- ·you are legally permitted to receive and hold and make use of Bell Coin in your and any other relevant jurisdiction;
- ·you will supply us with all information, documentation or copy documentation that we require in order to allow us to accept your purchase of Bell Coin and allocate Bell Coin to you;
- ·you have not supplied us with information relating to your acquisition of Bell Coin or otherwise which is inaccurate or misleading;
- ·you will provide us with any additional information which may be reasonably required in order that we can fulfil our legal, regulatory and contractual obligations, including but not limited to any anti-money laundering obligation;

- you will notify us promptly of any change to the information supplied by you to us;
- ·you are of a sufficient age (if an individual) to legally obtain Bell Coin, and you are not aware of any other legal reason to prevent you from obtaining Bell Coin;
- ·you take sole responsibility for any restrictions and risks associated with receiving and holding Bell Coin, including but not limited to these set out in Annex A;
- by acquiring Bell Coin, you are not making a regulated investment, as this term may be interpreted by the regulator in your jurisdiction;
- ·you are not obtaining or using Bell Coin for any illegal purpose, and will not use Bell Coin for any illegal purpose;
- ·you waive any right you may have / obtain to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the sale of Bell Coin;
- ·your acquisition of Bell Coin not involve your purchase or receipt of shares, ownership or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;
- •to the extent permitted by law and provided we act in good faith, the Company makes no warranty whatsoever, either expressed or implied, regarding the future success of Bell Coin and/or the Ethereum Network;
- ·you accept that Bell Coin is created and you obtain Bell Coin on an "as is" and "under development" basis. Therefore, provided the Company acts in good faith, you accept that the Company is providing Bell Coin without being able to provide any warranties in relation to Bell Coin, including, but not limited to, title, merchantability or fitness for a particular purpose;
- ·you accept that you bear sole responsibility for determining if (i) the acquisition, the allocation, use or ownership of Bell Coin (ii) the potential appreciation or depreciation in the value of Bell Coin over time, if any, (iii) the sale and purchase of Bell Coin; and/or (iv) any other action or transaction related to Bell Coin has tax implications.

  All purchases of Bell Coin are final

ALL PURCHASES OF Bell Coin ARE FINAL. PURCHASES OF Bell Coin ARE NON-REFUNDABLE. BY PURCHASING Bell Coin, THE PURCHASER ACKNOWLEDGES THAT NEITHER THE COMPANY NOR ANY OF ITS AFFILIATES, DIRECTORS OR SHAREHODELRS ARE REQUIRED TO PROVIDE A REFUND FOR ANY REASON.

•IF THE COMPANY BELIEVES, IN ITS SOLE DISCRETION, THAT ANY INDIVIDUALS OR

ENTITIES OWNING BELIEVES, IN ITS SOLE DISCRETION, THAT ANY INDIVIDUALS OR ENTITIES OWNING BEIL Coin CREATES MATERIAL REGULATORY OR OTHER LEGAL RISKS OR ADVERSE EFFECTS FOR THE COMPANY AND/OR BEIL Coin, THE COMPANY RESERVES THE RIGHT TO: (A) BUY ALL BEIL COIN FROM SUCH BEIL COIN OWNERS AT THE THEN-EXISTING MARKET PRICE AND/OR (B) SELL ALL CRYPTOCURRENCY ASSETS OF THE COMPANY.

## Taxation of Bell Coin and Taxation Related to the ICO

The Purchaser bears the sole responsibility to determine if the purchase of Bell Coin with BTC, LTC, ETH or the potential appreciation or depreciation in the value of BellCoin over time has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing Bell Coin, and to the extent permitted by law, the Purchaser agrees not to

hold any of the Company, its affiliates, shareholders, director, or advisors liable for any tax liability associated with or arising from the purchase of Bell Coin.

# **Privacy**

The Purchasers may be contacted by email by the Company. Such emails will be informational only. The Company will not request any information from Purchasers in an email. See our Privacy Policy available on the Website for additional information

## Force Majeure

The Bell Coin 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),
- ·security issues arising from the technology used,

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 Terms, 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.

#### **Disclaimer of Warranties**

THE PURCHASER EXPRESSLY AGREES THAT THE PURCHASER IS PURCHASING Bell Coin AT THE PURCHASER'S SOLE RISK AND THAT Bell Coin 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 Bell Coin TEAM WARRANTS THAT THE PROCESS FOR PURCHASING Bell Coin WILL BE UNINTERRUPTED OR ERROR-FREE.

### **Complete Agreement**

These Terms set forth the entire understanding between the Purchaser and the Compan with respect to the purchase and sale of Bell Coin. For facts relating to the sale and purchase, the Purchaser agrees to rely only on the Terms in determining purchase decisions and understands that the Terms govern the sale of Bell Coin and supersede any public statements about the Bell Coin sale made by third parties or by

the Bell Coin Team or individuals associated with any of the Bell Coin Team, past and present and during the Bell Coin sale.

No Waiver

The failure of the Company to require or enforce strict performance by the Purchaser of any provision of these Terms or the Company's failure to exercise any right under these Terms shall not be construed as a waiver or relinquishment of the Company's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by the Company 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 Bell Wood Team shall be deemed a modification of these Terms nor be legally binding.

## **Updates to the Terms**

The Company 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 Website. Any Purchaser will be deemed to have accepted such changes by purchasing Bell Coin. The Terms may not be otherwise amended except by express consent of both the Purchaser and the Company.

Cooperation with Legal Authorities

The Company will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions.

#### Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Bell Coin Team from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your purchase or use of Bell COin; (ii) your responsibilities or obligations under these Terms; (iii) your violation of these Terms; or (iv) your violation of any rights of any other person or entity.

# Security

You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold Bell Coin purchased from the Company, including any requisite private key(s) or other 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 Coin. The Company is not responsible for any losses, costs or expenses relating to lost access credentials.

Language

Currently, only English versions of any Bell Coin's communications is considered official. The English version shall prevail in case of differences in translation.

## **Governing Law**

The Terms, the arbitration clause contained in them, and all non-contractual obligations arising in any way whatsoever out of or in connection with these Terms are governed by, construed, and take effect in accordance with Malta law.

#### **Arbitration**

Any dispute or difference arising out of or in connection with these Terms or the legal relationships established by these Terms, including any question regarding its existence, validity or termination ("Dispute"), shall be referred to and finally resolved by arbitration under the Malta Rules which will be deemed to be incorporated by reference into this clause, save for any waiver of any rights the parties would otherwise have to any form of appeal or recourse to a court of law or other judicial authority, which rights are expressly reserved. The number of arbitrators shall be three. The seat of the arbitration shall be London. The language of the arbitration shall be English.

A dispute arising out of or related to these Terms 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 an 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.

## **Bell Coin Risks**

By purchasing, owning, and using Bell Coin, you expressly acknowledge and assume the following risks:

# 1. Risk of Losing Access to Bell Coin Due to Loss of Private Key(s), Custodial Error or Purchaser Error

A private key, or a combination of private keys, is necessary to control and dispose of Bell Coin stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing Bell Coin will result in loss of such Bell Coin. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your Bell Coin. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store Bell Coin in, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your Bell Coin. Additionally, your failure to follow precisely the procedures set forth in for buying and receiving Crypt, including, for instance, if you provide the wrong address for the receiving Bell Coin, or provides an address that is not Bell Block Chain compatible, may result in the loss of your Bell Coin.

#### 2. Risks Associated with the Bell Chain

Because Bell Coin and the Bell Coin platform are based on the Original Protocol, any malfunction, breakdown or abandonment of the Original Protocol may have a material adverse effect on the platform or Bell Coin. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Bell Coin and the platform, including the utility of the Bell Coin for obtaining services, by rendering ineffective the cryptographic consensus mechanism that underpins the Original Protocol.

## 3. Risk of Mining Attacks

As with other decentralized Bell based on the Original protocol, Bell Coin are susceptible to attacks by miners in the course of validating Bell Coin transactions on the Bell blockchain, including, but not limited, to double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the platform and Bell Coin, including, but not limited to, accurate execution and recording of transactions involving Bell Coin.

## 4. Risk of Hacking and Security Weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with the platform or Bell Coin 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 platform is based on open-source software, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the platform, which could negatively affect the platform and Bell Coin, including the utility of Bell Coin for obtaining services.

#### 5. Risks Associated with Markets for Bell Coin

If secondary trading of Coins is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third-parties do ascribe an external exchange value to Bell Coin (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile.

## 6. Risk of Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, Bell Coin are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by Company, to offer recourse to you.

# 7. Risks Associated with Uncertain Regulations and Enforcement Actions

The regulatory status of Bell Coin and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the Bell Coin platform and Bell Coin. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the platform and Bell Coin. Regulatory actions could negatively impact the platform and Bell Coin in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of Bell Coin constitutes unlawful activity or that Bell Coin are a regulated instrument that require registration or licensing of those instruments or some or all of the parties involved in the purchase, sale and delivery thereof. The Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

## 8. Risks Arising from Taxation

The tax characterization of Bell Coin is uncertain. You must seek your own tax advice in connection with purchasing Bell Coin, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

# 9. Risk of Competing platforms

It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the platform and attempt to facilitate services that are materially similar to the Bell Coin services.

#### 10. Risks Arising from Lack of Governance Rights

Because Bell Coin confer no governance rights of any kind with respect to the Original platform or the Company, all decisions involving the Company's products or services within the platform or the Company itself will be made by the Company at its sole discretion. These decisions could adversely affect the platform and the utility of any Bell Coin you own, including their utility for obtaining services.

#### 11. Unanticipated Risks

Cryptographic Coins such as Bell Coin are a new and untested technology. In addition to the risks included in this Annex A of these Terms, there are other risks associated with your purchase, possession and use of Bell Coin, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in This Terms.

#### PRIVACY POLICY

Bell Coin, an exempted company registered under the laws of the Malta("We") are committed to protecting and respecting your privacy.

This policy (together with our terms of use available at https://bellwoodmalta.com ("Website") and any other documents referred to on it) sets out the basis on which any

personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. By visiting the Website you are accepting and consenting to the practices described in this policy.

#### INFORMATION WE COLLECT FROM YOU

We will collect and process the following data about you:

Information you give us. This is information about you that you give us by filling in forms on the Website (https://bellwoodmalta.com) or by corresponding with us by phone, e-mail or otherwise. The information you give us may include your name, address, e-mail address and phone number, financial and credit card information, personal description and photograph

Information we collect about you. With regard to each of your visits to our site we will automatically collect the following information:

otechnical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform; information about your visit, including the full Uniform Resource Locators (URL), clickstream to, through and from our site (including date and time), products you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from the page, and any phone number used to call our customer service number.

Information we receive from other sources. We are working closely with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies) who may provide us information about you. USES MADE OF THE INFORMATION

We use information held about you in the following ways:

Information you give to us. We will use this information:

to carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us:

to comply with applicable laws and legislation;

to provide you with information about other goods and services we offer that are similar to those that you have already purchased or enquired about;

to notify you about changes to our service;

to ensure that content from our site is presented in the most effective manner for you and for your computer.

Information we collect about you. We will use this information:

to administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;

to comply with applicable laws and legislation;

to improve our site to ensure that content is presented in the most effective manner for you and for your computer;

to allow you to participate in interactive features of our service, when you choose to do so:

as part of our efforts to keep our site safe and secure;

to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you;

to make suggestions and recommendations to you and other users of our site about goods or services that may interest you or them.

Information we receive from other sources. We will combine this information with information you give to us and information we collect about you. We will use this information and the combined information for the purposes set out above (depending on the types of information we receive).

# DISCLOSURE OF YOUR INFORMATION

You agree that we have the right to share your personal information with:

- •Any member of our group, which means respective 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 ("Bell Coin Team").
- ·Selected third parties including business partners, suppliers, and sub-contractors for the performance of any contract we enter into with them or you;

We will disclose your personal information to third parties:

- In the event that we sell or buy any business or assets, in which case we will disclose your personal data to the prospective seller or buyer of such business or assets.
- ·If Bell Coin or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- ·If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use of the Website and other agreements; or to protect the rights, property, or safety of Bell Coin or Bell Coin Team, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

#### YOUR RIGHTS

You have the right to ask us not to process your personal data for marketing purposes. You can also exercise the right at any time by contacting us at info@bellwoodmalta.com Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any

responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

## CHANGES TO OUR PRIVACY POLICY

Any changes we make to our privacy policy in the future will be posted on this page. Please check back frequently to see any updates or changes to our privacy policy.

## 1.Confidentiality

1.I will keep confidential and will not disclose to third parties (other than my tax or other financial advisors under like conditions of confidentiality) any and all information regarding Bell Coin, an exempted company, registered under the laws of Malta Islands, provided, however, that this confidential treatment shall not apply to the tax treatment and tax structure of an acquisition of Bell Coin and all materials of any kind (including opinions or other tax analyses) that are provided to me relating to such tax treatment and tax structure.

#### 2. Authorization and Indemnification

- 1.I hereby authorize and instruct each of Bell Coin and Smart Contract Supporter to accept and execute any instructions given in relation to any Bell Coin acquired for by me. I agree to keep each of them indemnified against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon such instructions and they may each rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions or other instrument believed in good faith to be genuine or to be signed by properly authorized persons.
- **2**.I indemnify and hold harmless each of Bell Coin, Smart Contract Supporter against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon instructions given in relation to any Bell Coin purchased by me.
- **3**.I indemnify and hold harmless Bell Coin and the Smart Contract Supporter and their respective directors, members, partners, shareholders, officers, employees, agents, and affiliates (collectively, the Indemnified Parties) from and against any and all losses, liabilities, damages, penalties, costs, fees and expenses (including legal fees and disbursements) that may result, directly or indirectly, from any inaccuracy in or breach of any representation, warranty, covenant or Application set forth in this Application or in any other document I deliver to Bell Coin and the Smart Contract Supporter, or from my assertion of my proper authorization to act.
- **4**.I indemnify and hold harmless Bell Coin and the Smart Contract Supporter and each of its agents and delegates and each of their respective principals, members, managers, officers, directors, stockholders, employees, and agents (each a FATCA Indemnified Party) and hold them harmless from and against any withholding and any FATCA (or other withholding or information reporting) related liability, action,

proceeding, claim, demand, costs, damages, expenses (including legal expenses) penalties or taxes whatsoever which a FATCA Indemnified Party may suffer or incur as a result of any action or inaction on my part (or on the part of any person related to me). This indemnification shall survive my death or the disposition of my Bell Coin.

**5**.I indemnify and hold harmless the Bell Coin and the Smart Contract Supporter against any loss arising as a result of a delay or failure to process this application or a redemption request if I have failed to provide such evidence as is required by such parties to satisfy applicable anti-money laundering rules.

# 6.1 understand, acknowledge and agree that:

a.any Indemnified Party, FATCA Indemnified Party or other identifiable person who is not a party to this Application may enforce any rights granted to it pursuant to this Application in its own right as if it was a party to this Application. Except as expressly provided in the foregoing sentence, a person who is not a party to this Application shall not have any rights under the Contracts (Rights of Third Parties) Law, 2014 (as amended) to enforce any term of this Application. Notwithstanding any term of this Application, the consent of or notice to any person who is not a party to this Application shall not be required for any termination, rescission or Application to any variation, waiver, assignment, novation, release or settlement under this Application at any time;

b.Bell Coin and the Smart Contract Supporter may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions or other instrument believed in good faith to be genuine, howsoever given; and

c.Bell Coin and the Smart Contract Supporter will protect and indemnify its agents, delegates, service providers, officers, directors and other representatives against liability.

#### 3.Acknowledgments

I understand, acknowledge and agree as follows:

Interpretation

1. Terms not defined herein will be as defined in the White Paper and Terms and Conditions (collectively, the Bell Coin Sale Terms) located https://belwoodmalta.com (the Website).

**2**.References to Bell Coin Sale Terms and the Articles are to those documents as they may be amended from time to time.

#### **Anti-Money Laundering**

1.Bell Coin (and/or its delegate) may request such evidence as is necessary to verify the identity and source of funds of a prospective Coin purchaser and to confirm the AML status of any redeeming Bell Coin holder. Bell Coin shall not accept or repay any Contributed Amount and/or application for Bell Coin and shall not pay any Reversion Proceeds until all information required for verification purposes has been provided.

2.If, as a result of any information or other matter which comes to his attention, any person resident in the Malta knows or suspects or has reasonable grounds for knowing or suspecting that another person is engaged in criminal conduct or is involved with terrorism or terrorist property and the information for that knowledge or suspicion came to their attention in the course of business in the regulated sector, or other trade, profession, business or employment, the person will be required to report such knowledge or suspicion to: (i) the Financial Reporting Authority of Malta, pursuant to the Proceeds of Crime Law (Revised) of Malta if the disclosure relates to criminal conduct or money laundering; or (ii) a police constable not below the rank of inspector, or the Financial Reporting Authority, pursuant to the Terrorism Law (Revised) of Malta, if the disclosure relates to involvement with terrorism or terrorist financing and property. Such a report shall not be treated as a breach of confidence or of any restriction upon the disclosure of information imposed by any enactment or otherwise.

**3**.Bell Coin prohibits acceptance of funds by any persons or entities that are acting, directly or indirectly: (i) in contravention of any U.S. or international laws and regulations, including anti-money laundering regulations or conventions; (ii) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury Department's Office of Foreign Assets Control [1] ("OFAC"), as such list may be amended from time to time; (iii) for a senior foreign political [2] figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political, unless the Bell Coin, after being specifically notified in writing that the Purchaser is such a person, conducts further due diligence, and determines that such acquisition shall be permitted; or (iv) for a foreign shell bank [3] (such persons or entities in (i) – (iv) are collectively referred to as "Prohibited Persons"). Tax Information Exchange Obligations

**4**.I acknowledge that Bell Coin may be subject to certain obligations (the Tax Information Exchange Obligations) to gather and disclose to the competent authorities information relating to purchasers of Bell Coin: (i) the United States Foreign Account Tax Compliance Act provisions enacted under the United States Hiring Incentives to Restore Employment Act and any guidance, or regulations relating thereto (FATCA); (ii) any other legislation, regulations or guidance enacted in any jurisdiction which seeks to implement similar tax reporting, tax information exchange, reporting and/or withholding tax regimes (including the OECD Common Reporting Standard on the automatic exchange of financial account information); (iii) any intergovernmental Application between Malta (or Malta government body) and the U.S., the U.K. or any other jurisdiction (including any government bodies in any other such jurisdiction), entered into, in order to comply with, facilitate, supplement or implement the legislation,

regulations or guidance described in (i) and (ii), including the OECD Multilateral Competent Authority Application; and (iv) any legislation, regulations or guidance in Bell Coin that give effect to the foregoing.

**5**.I shall execute properly and provide to Bell Coin in a timely manner any documentation or other information that Bell Coin or its agents may request in writing from time to time in connection with the Tax Information Obligations. I waive any provision under the laws and regulations of any jurisdiction that would, absent a waiver, prevent or inhibit Bell Coin 's compliance with applicable law as described in this paragraph, including but not limited to by preventing either (i) the Purchaser from providing any requested information or documentation, or (ii) the disclosure by Bell Coin and its agents of the provided information or documentation to applicable regulatory authorities.

**6**. Without limitation, I shall provide any documentation or other information regarding myself and my beneficial owners requested by Bell Coin or its agents in connection with the Tax Information Exchange Obligations.

7.If I provide information and/or documentation that is in anyway misleading, or I fail to provide Bell Coin or its agents or delegates with the information and documentation that has been requested, (whether or not such action or inaction leads to compliance failures by Bell Coin, or a risk of Bell Coin or its Coin holders being subject to withholding tax or other penalties), Bell Coin reserves the right:

a.to take any action and/or pursue all remedies at Bell Coin 's disposal including, without limitation, compulsory Reversion of my Bell Coin in full or in part; and b.to hold back from any Reversion proceeds in respect of the Coins so reverted, any liabilities, costs, expenses or taxes arising (directly or indirectly) from such action or inaction.

Further, I shall have no claim against Bell Coin or Smart Contract Supporter, or either of their agents or delegates, for any form of damages or liability as a result of actions taken or remedies pursued by or on behalf of Bell Coin or Smart Contract Supporter in order to comply with the Tax Information Exchange Obligations.

Electronic Delivery of Reports and Other Communications.

**8**.I accept that such electronic communications are not secure and may contain computer viruses or other defects, may not be accurately replicated on other systems, or may be intercepted, deleted or interfered with or without the knowledge of the sender or the intended recipient. Bell Coin and Smart Contract Supporter make no warranties in relation to these matters. Each of Bell Coin and Smart Contract Supporter reserve the right to intercept, monitor, and retain e-mail messages to and from their systems as permitted by applicable law. If I have any doubts about the authenticity of an electronic communication purportedly sent by Bell Coin or Smart Contract Supporter I am required to contact the purported sender immediately. Bell Coin 's

acceptance of my Bell Coin purchase is not conditioned on my giving consent to electronic delivery of Bell Coin related information. If I do not have reliable access to the internet or e-mail, I shall not acquire Coins. I shall not be entitled to receive any information from Bell Coin in paper format.

## Representations and Warranties

In consideration of the Bell Coin 's acceptance of my offer to purchase Bell Coin and recognizing its reliance thereon, I agree, represent, and warrant to Bell Coin that:

1.I am fully in compliance with Bell Coin Sale Terms.

**2**.I am acquiring the Bell Coin solely for my own account and not as nominee or custodian for another person or entity.

#### 3.I am not:

a.a "U.S. Person" [4]

b.a member of the public in Malta or a resident or citizen of the Republic of South Africa

c.acquiring Bell Coin as nominee or custodian for another person or entity [5] d.executing this Application within the United States; or e.acting on behalf of a trust which has any beneficiaries or trustees that are U.S. Persons

- **4.4** I did not acquire and will not transfer any Bell Coin within the United States of America, its territories or possessions (hereinafter collectively referred to as the "United States").
- **4.5** I did not engage (except as specifically authorized by the Bell Coin) and will not engage in any activity relating to the sale of Bell Coin in the United States;
- **4.6** I will not transfer directly or indirectly any of my Bell Coin or any interest therein (including without limitation any right to receive dividends or other distributions) without the consent of the directors of the Bell Coin and further, I shall not transfer directly or indirectly any of my Bell Coin or any interest therein (including without limitation any right to receive dividends or other distributions) to a U.S. Person or to any other person or entity unless the proposed transferee has made the same representations and warranties as set out herein.
- **4.7** I did not acquire and will not transfer any Bell Coin within [the Republic South Africa, its territories or possessions (hereinafter collectively referred to as the "Restricted Territory").

- **4.8** I did not engage (except as specifically authorized by the Bell Coin) and will not engage in any activity relating to the sale of the Bell Coin in the Restricted Territory; No solicitation
- **4.9** I am not aware of and am in no way relying on, and did not become aware of the sale of Bell Coin through or as a result of, from or in any of the United States, or Republic of South Africa: any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or electronic mail over the internet, in connection with the offering and sale of Bell Coin and I am not purchasing Bell Coin and did not become aware of the offering of Bell Coin through or as a result of, in any of the United States, Malta or Republic of South Africa, any seminar or meeting to which I was invited by, or any solicitation of a subscription by, a person not previously known to me in connection with investments in securities generally.

## Capacity and experience

- **4.10** I am responsible for the decision to acquire Bell Coin and I have legal competence and capacity to execute this Application.
- **4.11** I have the knowledge, expertise, and experience in financial matters to evaluate the risks of acquiring Bell Coin, I am aware of the risks inherent in acquiring and the method by which the assets of Bell Coin are held and/or traded and I can bear the risk of loss of my entire Coin acquisition.
- **4.12** I am qualified and authorized to make such acquisition decision and, to the extent deemed necessary, I have consulted my own advisors and legal counsel regarding acquisition of Bell Coin. In making the decision to acquire Bell Coin, I have not relied on any advice or recommendation from Bell Coin, Smart Contract Supporter nor any placement agent associated with the Bell Coin, or any of their affiliates.
- **4.13** To the extent that I am acting on behalf of an entity, I have the full power and authority under such entity's governing instruments to do so and that entity has the full power and authority under its governing instruments to acquire Bell Coin.