

CONVERTIBLE LOAN AGREEMENT

THIS CONVERTIBLE LOAN AGREEMENT (this “**Agreement**”) is made by and between **ALADDIN FINTECH COMPANY(HK) LIMITED** a company incorporated and existing under the laws of HK, having its registered address at HONG KONG (the “**Company**”) and the “**Lender**”.

WHEREAS, the Company requires funding to finance its activities, and

WHEREAS ETH, the Lender desires to provide a convertible loan to the Company in the amount of

_____ **ETH** (the “**Loan Amount**”), pursuant to the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and intending to be legally bound, the parties agree as follows:

1. Definitions.

1.1. “**Blockchain Tokens**” means digital cryptographic tokens, typically virtual currency (also known as “cryptocurrency” or “digital currency”), that are implemented on a blockchain or distributed ledger technology or other similar technology. Blockchain Tokens may, but are not required to be, (1) transferrable on peer-to-peer networks, such as a blockchain or a distributed ledger network, and/or (2) governed by rules regarding an inflation schedule or any starting quantity of initial supply, as well as any programmed rights or obligations set forth prior to launch and widespread circulation of said Blockchain Tokens.

1.2. “**Exchange Price**” means the last spot price of Ethereum (“**ETH**”) in US Dollars, or its US Dollar equivalent, appearing in a source or exchange reasonably and mutually agreed upon between the Company and the Lender.

1.3. “**Token Distribution Event**” means an initial Blockchain Token offering by the Company, for public acquisition in exchange for consideration, including but not limited to, other types of Blockchain Tokens, such as Ether (ETH) and BTC, or another cryptocurrency, cash or a combination thereof following the date hereof, excluding any pre-sales relating to such offering. Notwithstanding the foregoing, a transfer of Blockchain Tokens for no consideration or in consideration for work or services provided to the Company, in each case, shall not be considered a Token Distribution Event.

1.4. “**Wallet Address**” means a cryptographic public private key pair, typically used in context of virtual currency for the purpose of holding funds denominated in that virtual currency.

2. **Loan**. The Lender hereby undertakes to provide a loan to the Company in the amount of _____ **ETH** (the “**Loan Amount**”). The Lender will provide the Loan Amount to the Company concurrently with the execution of this Agreement, by delivery of such number of ETHs equal to the result of divided Loan Amount by the current existing Exchange Price, to a Wallet Address designated by the Company. The Loan Amount will not bear interest.

3. **Conversion**. Upon the closing of the Company’s next Token Distribution Event, the entire Loan Amount then outstanding shall automatically, and without any further action on the part of the Lender, be converted into such number of Blockchain Tokens of the same type distributed by the Company in the Token Distribution Event, on the same terms and conditions as the Blockchain Tokens are distributed to the participants at the Token Distribution Event, provided that the number of Blockchain Tokens distributed to the Lender shall be calculated by multiplying the Loan Amount actually lent to the Company by **115%** and dividing by the price per Blockchain Tokens determined for the Token Distribution Event. The foregoing conversion shall be the full and final discharge of the Loan Amount. The Lender undertakes to acknowledge and/or execute all agreements and/or contribution or offering terms, related to the Token Distribution Event, who acknowledged or executed by the participants in the Token Distribution Event or otherwise under which the Blockchain Tokens are distributed by the Company, as requested by the Company.

4. **Repayment in an Event of Default**. The Loan Amount then outstanding shall be due and payable upon demand by the Lender, in the event of the occurrence of (i) the consummation of the liquidation or dissolution of the Company, (ii) the execution by the Company of a general assignment for the benefit of creditors, (iii) the filing by or against the Company of a petition in bankruptcy or a petition for relief under the provisions of any applicable bankruptcy law for the relief of debtors, which petition was not terminated, lifted or stayed within one hundred and twenty (120) days thereafter, or (iv) the appointment of a receiver,

trustee or liquidator to take possession of all or substantially all of the assets of the Company, which appointment was not terminated, lifted or stayed within one hundred and twenty (120) days.

5. **Representations and Warranties of the Company.** The Company hereby represents and warrants to the Lender that: (a) the Company is a company duly organized and validly existing under the laws of the Hong Kong, and has the power to own and lease its properties and to carry on its business as now being conducted and as presently proposed to be conducted; (b) the Company has full corporate power and authority to consummate the transactions contemplated hereunder; (c) the execution and performance of this Agreement by the Company have been duly authorized by all necessary actions of the Company, and this Agreement has been duly executed and delivered by the Company; (d) this Agreement is valid and binding upon the Company and enforceable in accordance with its terms; (e) no permits, consents, authorizations or approvals of any kind of any governmental authority or other third party are required in connection with the execution or performance of this Agreement, other than those that shall be obtained by the closing of this Agreement; and (f) the consummation of the transactions contemplated hereunder and the performance of this Agreement by the Company do not violate the provisions of the Company's Articles of Association, or any applicable law.

6. **Representations and Warranties of the Lender.** The Lender hereby represents and warrants to the Company that: (a) the Lender is an individual or a legal entity duly organized and validly existing under the laws of the jurisdiction of its incorporation; (b) the Lender has full power and authority to consummate the transactions contemplated hereunder; (c) the execution and performance of this Agreement by the Lender have been duly authorized by all necessary actions of the Lender, and this Agreement has been duly executed and delivered by the Lender; (d) this Agreement is valid and binding upon the Lender and enforceable in accordance with its terms.; (e) the Lender has such knowledge and experience and sophistication in financial, tax, business and technology matters as to enable the Lender to evaluate the legal, economic and other merits and risks associated with this Agreement and the transactions contemplated thereby, including, but not limited to, subscribing for Blockchain Tokens, and to make an informed decision with respect thereto. Without prejudice to the foregoing, the Lender hereby represents and warrants to the Company that it has carefully reviewed and understands and accepts the various risks of entering into this agreement, as further detailed in **Exhibit A**, including the Lender's possible participation in the Token Distribution Event and the risks associated with subscribing for Blockchain Tokens. The Lender hereby consents and agrees to bear such risks.

7. **Miscellaneous.** Repayment or conversion of the Loan Amount in accordance with Section 3 or 4 above will constitute the full and final discharge of any and all indebtedness of the Company hereunder and thereupon this Agreement shall terminate and be void in its entirety with no further obligations of the Company. The Company may withhold any amounts required by applicable law from any repayment or conversion of the Loan Amount. The Company may condition any repayment or conversion of the Loan Amount on the Lender satisfying any such withholding obligations in cash. Neither this Agreement nor any rights or obligations hereunder may be assigned by the Lender, in whole or in part, without the express prior written consent of the Company. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and its courts will have exclusive jurisdiction. This Agreement shall be binding upon and inure solely to the benefit of each party hereto. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior agreements and understandings relating thereto. Any term of this Agreement may be amended or terminated and the observance of any term hereof may be waived (either prospectively or retroactively and either generally or in a particular instance) with the written consent of the Company and the Lender. All notices and other communications required or permitted hereunder to be given to a party to this Agreement shall be in writing and shall be sent by fax or email or mailed by registered or certified mail, postage prepaid, or otherwise delivered by hand or by messenger. Any notice sent in accordance with this Section 7 shall be effective (i) if mailed, seven (7) days after mailing, (ii) if sent by messenger, upon delivery, and (iii) if sent via fax or email, on the first business day following transmission accompanied by delivery notification.

[Signature Page to Follow]

IN WITNESS WHEREOF the parties have signed this Agreement in one or more counterparts as of the date first hereinabove set forth.

[Signature Page to Convertible Loan Agreement]

[LENDER]

Signature :

Date:

Name:

Exhibit A

Disclosure of Certain Risk Factors Associated with Blockchain Tokens

The Lender understands that an investment or subscription for Blockchain Tokens involves substantial risk, including, without limitation, the following (the terms herein shall have the meaning assigned to them in the Agreement to which this Exhibit is attached):

1. The Company maintains sole discretion in the conduct of its business, including as related to its offer, maintenance and use of any Blockchain Tokens. The Lender will not have the ability to influence the performance or decisions made by Company.
2. An investment in Blockchain Tokens is subject to severe constraints on liquidity. At the time of the Token Distribution Event, there is no market for the Blockchain Tokens and such market may not develop. An investment in Blockchain Tokens is suitable only for sophisticated and experienced investors who are financially able to maintain their investment for an indefinite period of time and who can afford a loss of their entire investment.
3. Investments in Blockchain Tokens are highly volatile and speculative, and considered highly risky. In particular, the Lender understands and accepts the inherent risks associated with Blockchain Tokens, including, but not limited to, risks associated with (a) decentralization of the Blockchain Tokens; (b) money laundering; (c) fraud; (d) high volatility; (e) anonymity of transactions; (f) exploitation for illegal purposes; (g) theft; (h) instability and other flaws of Blockchain Tokens exchanges or brokers/custodians; (i) the lack of regulation of Blockchain Tokens as of the date hereof.
4. The Lender understands and accepts that the software and hardware, technology and technical concepts and theories usually used by issuers of Blockchain Tokens is still in an early development stage and unproven, there is no warranty that the technology will be uninterrupted or error-free and there is an inherent risk that the technology could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of the Blockchain Tokens and the Lender's entire investment.
5. The Lender understands and accepts that the blockchain technology which most Blockchain Tokens are based on, allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to any setup of the investment process and which may, inter alia, result in an adverse effect to any investment, including the termination and the loss of all of the Blockchain Tokens and the Lender's entire investment.
6. The Lender understands and accepts that the distribution of a Blockchain Token and the development of projects financed by the sale of Blockchain Tokens, to the extent there are such projects, may be abandoned for a number of reasons, including but not limited to failure of the project, lack of interest of the industry and/or the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects) etc. The Lender therefore understands that there is no assurance that, even if such project is partially or fully developed and launched, the Lender may receive any functionality through the Blockchain Tokens held by him, and that they may become worthless. The Lender further understands and accepts that a project financed by the sale of Blockchain Tokens, may give rise to other, alternative projects, promoted by third parties unaffiliated to the issuer of the Blockchain Token, under which the Blockchain Token will have no intrinsic value.
7. Blockchain Tokens are usually accessed using a private key that corresponds to the address at which it is stored. The Lender understands and accepts that if the private key, or the "seed" used to create the address and corresponding private key got lost or stolen, the obtained Blockchain Tokens associated with the Lender's address might be unrecoverable and will be permanently lost.
8. The Lender understands and accepts that the underlying software application and software platform of Blockchain Tokens, the internet, the blockchain network, the Lender, and other involved software, technology components and/or platforms concerned with Blockchain Tokens may be exposed to attacks by hackers or other individuals that could result in theft or loss of the Blockchain Tokens and the Lender's entire investment.
9. The Lender understands and accepts that public blockchain based systems depend on independent

validators, and therefore may be vulnerable to consensus attacks including, but not limited to, double-spend attacks, majority voting power attacks, race condition attacks and censorship attacks. Any successful attacks present a risk to such system, expected proper execution and sequencing of the Blockchain Token transactions, and expected proper execution and sequencing of software computations, including loss of the Lender's entire investment.

10. The Lender understands and accepts that the commonly Blockchain Token networks use an in-built decentralized governance system ("**Governance System**"). For these reasons, it is possible that the Governance System adopts proposals that have an adverse effect on the useful functioning of such networks and/or the value of the applicable Blockchain Tokens. If a Governance System is attacked, or becomes controlled either directly or indirectly by some party who makes unwise decisions, or the community generally makes unwise decisions, the value of the Blockchain Tokens might be greatly reduced or even completely lost.

* * * * *