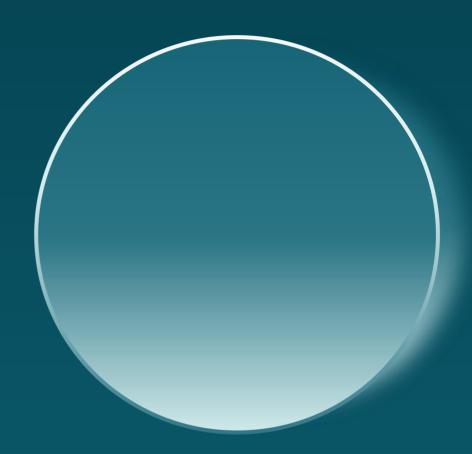
K tune

White Paper v 4.28
Platform Product,
Business
and Technical Strategy
March 2024



<u>A Collaborative Platform</u> <u>for Global Music Producers</u>



TABLE OF CONTENTS

1.	VISION	2
2.	BACKGROUND	3
3.	K-TUNE	5
4.	K-TUNE TOKEN	11
5.	BUSINESS	17
6.	ROADMAP	19
7.	THE TEAM	20
8.	OUR PARTNERS	24
9.	DISCLAIMER	25

VISION

K-TUNE

Is a platform where professional and amateur musicians can gather to write popular songs to sell. K-Tune users can find talent, purchase content and experience a new way to collaborate on K-Tune.

K-Tune Masters, renowned producers whose songs have been sold to popular K-pop artists, are available for users seeking professional help and guidance in the process of song writing and music production.

KTT

Is a means of payment when using K-Tune. Users can purchase KTT either directly from K-Tune or through exchanges on the platform.

VISION

Through K-Tune, all artists can trade their talent and content for financial gain leading to a sustainable and productive music-making endeavor.



background

Global Music Production Market

Global music production market is expected to grow to USD 74 billion by 2025 with a CAGR of 7% (source: Research and Market). This is thanks to the music-making paradigm shift from analogue to digital.



K-Pop in Golden Era

K-Pop is at its peak with various artists gaining global recognition, including BTS, PSY and BLACKPINK to name a few. This has led to an exponential growth in exports related to music and other contents showing a CAGR of 11% in the past half decade, and experts forecast that this upturn will sustain its current momentum in the near future.



From Manuscript to Multiple Laptops

In the past, one or two musicians would make tracks, add melody lines and lyrics as music was a realm of the few who can read and write musical notes on a manuscript. Today, however, music-making is far more accessible thanks to production software and tools. As more and more players jump into the market, the overall quality and sound of songs has increased greatly – hence, the accelerating market competition.

Therefore, it is inevitable for the music industry to be divided and further specialized as more songs are released everyday, and producers are better off focusing on what they are best at – track making, top-lining or writing lyrics. Today's music producing market can be seen as a creative conveyor belt manufacturing system. Do what you are best at, collaborate with other artists whose strength complements yours and put all the components together to make the next mega hit.



background

Problems K-Pop Producers Face

Thanks to its popularity and market potential, many artists want to jump into the K-Pop scene only to realize that the entry barrier is quite high. The founders of K-Tune identified these obstacles and designed K-Tune to establish an environment in which anyone can become a top K-Pop producer.

Problem #1 - Access

Although a lot of producers strive to penetrate the K-Pop market, opportunities are highly limited. This is due to the long prevailing fashion of major Korean record labels collecting new songs for their next albums. Prominent record labels in Korea such as SM, YG and JYP often collect songs from producers, but this process is not publicly announced. Upon collection, Artists and Repertoires(A&Rs) contact a score of producers who have had experience working together, specifying requirements such as genre, tempo, mood, etc.

Therefore, global artists who are not necessarily in the "circle" are often opted out and miss the chance to have their work considered.

Problem #2 - Geography

Making a song suitable for a specific performer is not an overnight's work. It requires constant discussion and modification throughout the course of production. And once the work is complete, there needs to be a post-production process including recording, mixing and engineering. Non-Korean artists, due to physical distance, face difficulties in this process.

Problem #3 - Language Barrier

Lyrics of a song are said to be half of the work as it delivers the message and feelings to listeners. Many artists overseas find it extremely difficult, if not impossible, to write lyrics in Korean that can sell.

Problem #4 - Royalty Collection

Many producers worldwide cannot monitor and collect royalties as thoroughly as those who reside in Korea. In many cases, a considerable number of producers are undercompensated as some of the airing and streaming counts are often omitted.



K-Tune: Global Gateway to K-Pop

K-Tune provides all artists with the content and talent necessary to write a song that can sell in the K-Pop market. Users of K-Tune can easily find and purchase tracks in various genres and seek other artists offering top-line, lyrics and engineering. K-Tune Masters are professional track makers, song writers and engineers who have considerable experience in producing songs and selling them to major performers, including EXO, TWICE, IZ*ONE, GOT7 and Beast.

K-Tune Masters : Problem-solvers

Many non-Korean producers find it hard to penetrate the K-Pop scene due to many technical, cultural and geographical difficulties. K-Tune Masters, with their experience in the professional music industry, can help users along the way towards ubiquitous collaboration and to ultimately sell their work to major record labels.

Finding Talent

Music today is a product of multiple talents. On K-Tune, any artist can find suitable parties to collaborate with. A trackmaker can find unique topliners and a vocalist can offer lyricists a project to be released.

Artists can find various talents sorted by genre, part or compensation, and all collaborated works are stored on blockchain.

Fair, Transparent Royalty Distribution

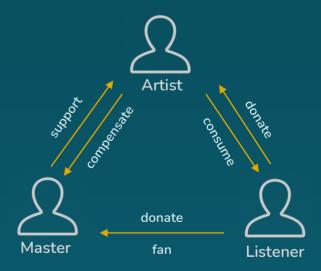
In the music industry, royalty distribution has always been an issue of concern and controversy. The K-Tune copyright monitoring system powered by blockchain technology enables real-time, comprehensive tracking of all activities engaged on the platform. This feature eradicates possible disputes between artists and distributes royalties easily and fairly.



The Players

The K-Tune ecosystem is run by three players: Artist, Master and Listener.

- Artist members are musicians, who for a monthly subscription, can freely
 use all K-Tune features. Artists has a status of both buyer and seller of
 contents and/or talents. For example, a trackmaker can upload a newly
 made track or one from a back catalogue at a self-determined price. A top
 liner might find a useful track for her project and purchase one.
- Master members are K-Tune affiliated professional artists: trackmakers, top liners, lyricists and vocalists. A Master's job is to help Artist members upon collaboration and in the engineering and sales processes. Artist members can offer Masters compensations for their talent and collaborate with them for higher quality projects.
- Listener members are those who elect to listen to music and do not intend to make a purchase or sell any contents/ talents. Listener members can earn K-Tune tokens by streaming music or through airdrop. Listener members can also vote for songs they like and receive KTT in return.



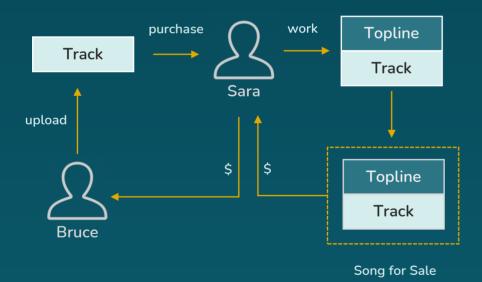
The Ecosystem: K-Arena

The K-Tune ecosystem can be divided into two major functional platforms : K-Arena and K-Camp.

K-Arena is an open market for all members to freely buy and sell contents and talents. Contents include track files, top-line files and lesson videos. Talents include track-making, song-writing, vocal, lyrics-writing and mixing/mastering engineering.

The seller can set any price he chooses and can also modify the price at anytime according to the market demand and sales of his contents and talents.

The buyer of aforementioned contents and talents own the copyrights and may use the end product on any platform as she wishes.



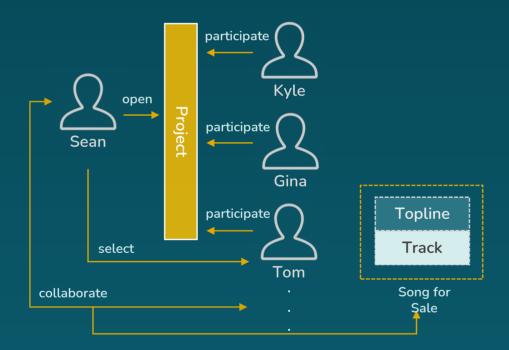
The Ecosystem: K-Camp

The K-Tune ecosystem can be divided into two major functional platforms: K-Arena and K-Camp.

K-Camp is a space where professional artists can meet to collaborate on music for sale to a mainstream artist.

As opposed to K-Arena, all process is strictly confidential and open only to the participants and not to the public.

Any member can be an owner of a project. For example, a trackmaker can open his project and openly invite topliners to submit a melody line. The owner of the project shall stipulate all future royalty distribution as well as the amount of compensation for those who are accepted as co-producer(s).



WHY USE K-TUNE?

K-Tune, unlike any other existing music-related platform, boasts unprecedented collaborative functions with hundreds of quality contents and talents that can be used in the mainstream music industry right away.

Artist Members

Artist members can focus on their specialized area and seek help or collaboration in other areas. Not all producers can confidently juggle all parts of the music-making process. Some are excellent in track-making but not so strong at songwriting (topline). By using K-Tune, he can find a talent who specializes in another field and complete a song that would have been difficult to do on his own.

Furthermore, Artist members can freely upload contents for sale which will enable him to earn extra income. This income will help him focus on his music rather than having to moonlight as a part-timer at McDonald's, for example.

Master Members

Master members can benefit by providing contents and talent to K-Tune. There will be a high number of amateur musicians on K-Tune who seek professional partners and mentors. Masters can set any price for their talent. For example, a vocal master can sing for a demo on K-Tune and charge the producer \$400/hr. All collaborative works can be done remotely using K-Tune Virtual Studio or through an in-person meeting.

Also, masters can find a quality project opened by artist members and initiate collaboration and discuss royalty distribution.

Listener Members

Listener members can enjoy fresh and unique sounds on K-Tune. The more they listen to songs, the more KTT they can earn. The accumulated KTT can be used in a number of ways, such as donating to artists, purchasing goods or cashing out to fiat money.



HOW IT WORKS

K-Pop is a domain where talented artists can find other artists to collaborate with to make their songs complete. If you're specialized in one part, the other parts can be filled by other specialists.

CASE #1

Calvin is an amateur producer in the UK.

He got interested in making a K-Pop song after watching BTS on YouTube. However, he has no clue as to when BTS will work on their next album, what concept they are looking for and where to send his demo.

Calvin can visit K-Tune for a list of K-Pop artists' song competition schedule. He opens a project on K-Camp by uploading his track, and many topliners download his track to start the song writing process. Calvin chooses the best candidate to collaborate with on the song.

The end result – a complete song – is copyrighted by both musicians so they can sell the work exclusively yet freely.

CASE #2

Hank lives in Los Angeles and is an aspiring K-Pop producer. Every time he writes songs, he had to ask around to get help from his Korean-American friends to write the lyrics. However, they are not professional lyricists, so he cannot sell his otherwise hit track. He visits K-Tune to hire a Lyrics Master. He opens a competition for many different types of songwriters and lyricists to guarantee an even better result. Now his K-Pop songs are complete with killer lyrics and are ready to be sold to many girl groups.



K-TUNE TOKENOMICS

All transactions on K-Tune are powered by our ERC-20 token: K-Tune Token (KTT).

Objectives

KTT can be utilized as follow:

1. K-Tune Platform Currency

All users use KTT for any and all transactions taking place on K-Tune. In the Arena, when a seller of contents uploads his products, all prices shall be set in KTT rather than USD or KRW.



2. KTT as Means to Store Value

Accumulated KTT from selling contents, offering talents and other exchanges can be securely stored in the user's wallet.



3. KTT as Tradeable Asset

KTT can be freely traded and/or transferred. When a user elects to exchange KTT for fiat currency, he can either do so on K-Tune or other major cryptocurrency exchanges once KTT has been listed.



K-TUNE TOKENOMICS

Rules and Operation

KTT is issued and operated as follows:

1. Rewards for Artist

Every time a content is consumed on K-Tune, the owner of the content is rewarded in KTT at a pre-set price. This content can include tracks from a back catalogue, top-lines, online lectures, etc. In addition, besides selling contents, users can also receive donations from their fans.

2. Means to Offer for Collaboration

The conventional music producing market works on a pay-first-sell-later base, which means that a producer has to pay the other artist to collaborate with without any guarantee that the completed song will be sold to record labels or entertainment companies.

On K-Tune, however, a user who seeks another talented artist can set his own price and the payment is made when both parties are satisfied.



K-TUNE TOKENOMICS

Rules and Operation

KTT can be obtained in various ways as follows:

1. Monthly Subscription

An Artist member pays \$9.99 monthly and receives 100 KTTs every month. This monthly-obtained KTT carries over for 90 days and any unused KTT will perish on the $91^{\rm ST}$ day.

CATEGORY	FREE	CASUAL	PRO	VIP
FEE	\$ 0	\$9.99	\$14.99	\$24.99
PERKS	-	2 Free Tracks	10 Free Tracks	30 Free Tracks
PERKS	-		100 KTT	500 KTT

2. Selling Contents/ Talents

An Artist member receives KTT when his contents are purchased and downloaded. Each content is priced by the original writer (owner) and can be adjusted at any time deemed necessary by the owner.

Also, if a member receives an offer for collaboration by another member, he can set his own price for the part offered.

e.g. Singer for Hire= 9,500 KTT / hour

3. Market Trading

Both K-Tune users and non-users can purchase and freely trade KTT from any exchanges that list KTT. Please note that K-Tune SAGL is not involved in token-pricing.



K-TUNE TOKENOMICS

How to Spend KTT

KTT can be used in various ways as follows:

1. Contents Purchase

All contents on K-Tune are purchasable at a price pre-set by the owner. KTT is the sole means of payment in all transactions.

2. Offering Collaboration

When a member asks other members for collaboration — asking for lyrics, melody line, etc. — he can offer a certain amount of KTT for the other party to participate in his project

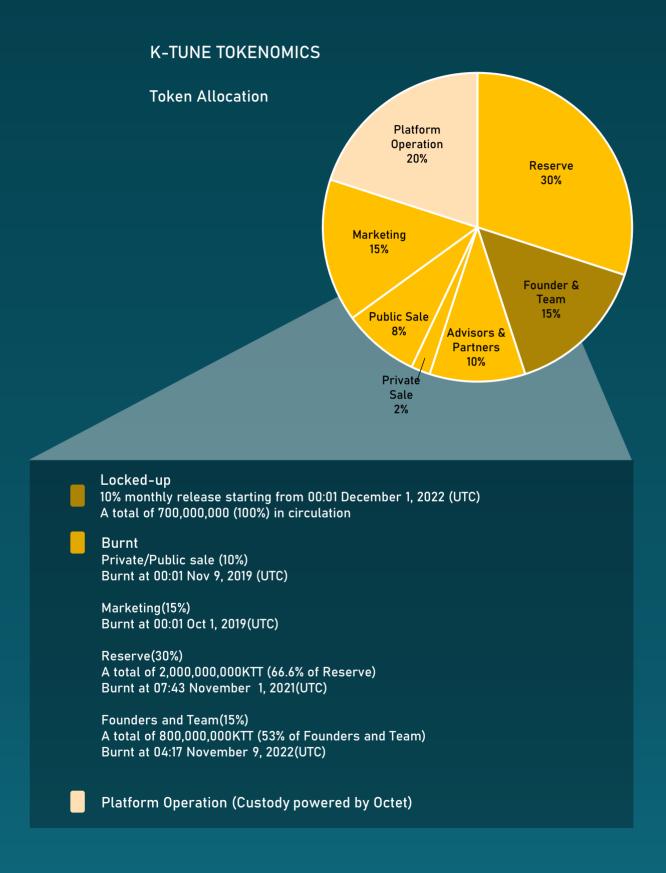
3. Support/ Donation for Artists (Scheduled to open Q2 2023)

Fans and Listener members can donate KTT to any Artist members on K-Tune, and the Artist members can have their own promotion for the fans (e.g. bounty promotion).

4. Goods and Services (Scheduled to open, TBD)

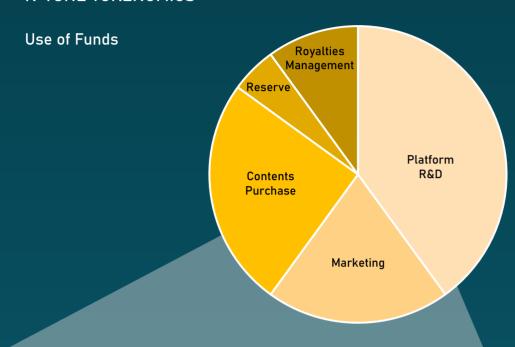
KTT can also be spent on purchasing goods – music software and plug-ins – or services such as recording studio rental.







K-TUNE TOKENOMICS



Expenditure	Percentage	Description
Platform R&D	40%	Developing K-Tune, maintaining server usage, etc.
Marketing	20%	
Contents Purchase	25%	Purchasing tracks and melody lines from popular artists.
Reserve	5%	
Royalty Monitor/Collection	10%	
TOTAL	100%	

business

REVENUE STRUCTURE

Monthly Subscription Fees

A monthly-subscribing user generates \$9.99 per month and this monthly subscription fee is K-Tune's main income source. An Artist member can use K-Tune for free for the first month and will automatically be charged from the second month onward. Approximately 55% of the subscription fee is calculated to be K-Tune operation profit after expenses for contents purchasing, hiring Masters, etc.

Transactions Fees

1. K-Arena Transaction

When a user uploads a content for sale, K-Tune will add USD 3 on the price pre-set by the uploader. Each time the content is sold, K-Tune takes 15% as commission.

2. K-Camp Transaction

When a user opens his camp, he shall spend 50 KTTs (actual amount subject to change) to publish his project. This 50 KTT is K-Tune revenue. The owner of the camp shall offer a bounty for participants and 15% of this bounty goes to K-Tune as a Camp Fee.

3. KTT Transaction

When users withdraw KTT to receive USD, K-Tune deducts 15% as a fee.

Publishing Fees

When completed songs are published or released under K-Tune, K-Tune is entitled to 20% of all profits the song generates.

Royalties from External Platforms

When K-Tune contents are uploaded and generate profits on external platforms such as YouTube, K-Tune shares the sales with its writers on ration pre-negotiated. This will range from 5 to 20% of the total revenue.



business

VISION, STRENGTH AND SCALABILITY

K-Tune provides essential music components that can be used in making K-Pop songs. Each Artist member can purchase and sell contents and all activities are stored on blockchain.

Songs produced on K-Tune can be sold to top performers in the market and the end-results are shared fairly and transparently.

1. Strategic Partnership with Top Labels in Korea

Utilizing the network of K-Tune founders and Masters, K-Tune partners with the best record labels and entertainment moguls in Korea.

2. Partnered Masters and Quality Contents

Through strategic partnerships, K-Tune invites many talented Masters who produced for top performers including EXO, TWICE, IZ*One and IU. These Masters contribute quality tracks and melody lines to K-Tune.

3. Financial Gain for Amateur Artists

Amateur artists are in constant financial constraints as "selling a song" is almost impossible without the relevant network. K-Tune creates a market for them as they can sell their contents to other members.

4. K-Tune Business Model Expansion

K-Tune is poised to expand beyond the Korean border to Southeast Asia, Europe and the Americas by signing with copyright authorities in respective markets in the future.

5. Global Artist Community

K-Tune is not simply an arena for collaboration arena. It also aims to be the largest artist forum in the world by gathering more members and sharing knowledge.



roadmap

Starting with major C2C exchanges, KTT will be 2021.2 listed on multiple exchanges for a better trading K-Tune Grand Open experience for all its users 2022 Q3 For more convenient, swift user experience, KTT can KTT Purchase on be purchased on K-Tune platform Service 2023 Q1 KTT listed on Uniswap for a better liquidation pool **KTT Listing** and scalability Both the web and the platform will be updated 2023 Q1 ranging from pages layout to more secure wallet Full-scale Update /transaction. The platform and the website are integrated and more secured 2023 Q2 For more affordable service, K-Tune monthly KTT Monthly Plans subscription will be commenced 2024 Q1 K-Tune Web will be upgraded with new functions K-Tune Mobile Web and a better UI/UX Upgrade 2024 Q2 KTT will be listed on a new exchange KTT Listing 2024 H1 Super K-Camp will start to openly recruit talented Super K-Camp new musicians for every quarter of 2024

the team

THE FOUNDERS

Passionate and driven – this dedicated team of professionals envision an innovative and exciting musical endeavor that will enrich the world.



SEAN JONG
FOUNDER & CEO

Serial Entrepreneur Marketing & PR



JUN KIM FOUNDER & CFO

Financial specialist Investment & Finance Management

the team

THE CORE TEAM

As adamant supporters of the K-Tune vision, they bring their expertise and knowledge to create the backbone of the business.



ELI LEE CTO



NICK SHIN
SALES DIRECTOR



INNA KARMOLIT
MARKETING DIRECTOR

the team

THE CHIEF OF MASTERS & THE MASTERS

In addition to the business side of launching a global musical collaboration platform, the K-Tune team also consists of renowned K-pop producers and musicians whose experience and success speak for themselves.



GLORY FACE HEAD TRACK MASTER Notable productions include:





PRODUCE48 <l am >



EASTWEST (1by1) **HEAD TRACK MASTER**

Notable productions include:





<Love Loop>

17*ONF <Really Like You>



EUNJI SHIM HEAD TOPLINE MASTER Notable productions include:







Baek A-veon



BONG-WON SHIN **MIXING MASTER**

Notable productions include:







TWICE <Scorpion>



HYUNJUN CHOI(V.O.S.) **HEAD TOPLINE MASTER** Notable productions include:



IZ*ONE



IZ*ONE



YOSKE **TOPLINE MASTER**

Notable productions include:







IZ*ONE <Island>



Notable productions include:



Apink <Mr. Chu>



Lovelvz <Close to you>



J.MEE KIM **VOCAL MASTER** Notable productions include:



IZ*ONF <La Vie en Rose>



<ONERIC_DIARY>

the advisory board

THE BOARD OF ADVISORS

As experts in their respective fields, our members of the advisory board overlook all aspects of the business and operations to ensure a smooth path to success.



LARS SCHLICHTING, LL.M Legal Advisor

- Currently, Partner at Kellerhals Carrard, CEO at Poseidon Group SA
- Former partner, KPMG Switzerland; attorney at law, Swiss Federal Banking Commission



FILIPPO BIANCHI Market Analysis Advisor

- Currently, Head of Compliance at Eidoo
- Former compliance officer at PKB Bank; Junior Manager at KPMG Switzerland



FABIANO MAZZOLENI Accounting Advisor

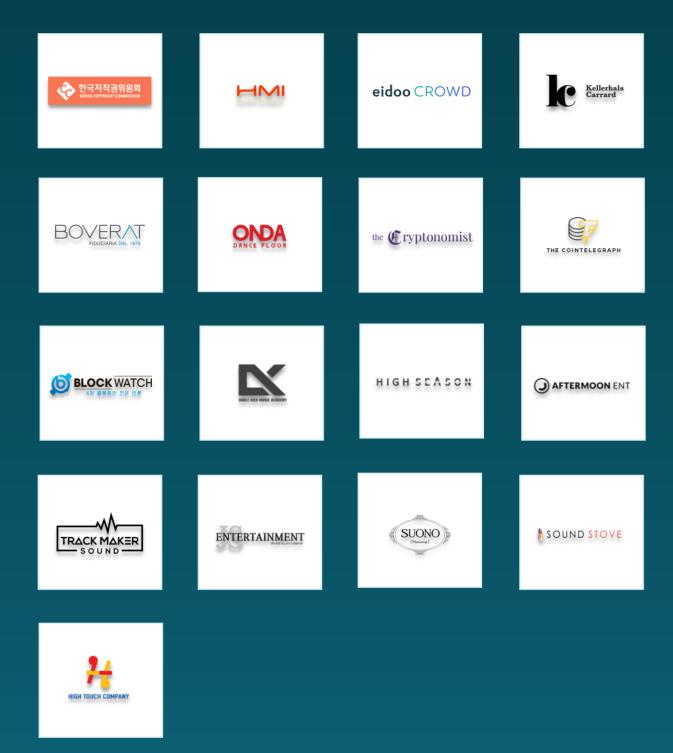
- Currently, Owner & Director at Fiduciaria Boverat SA
- Former Assistant Manager at KPMG; Assistant Auditor at Ernest & Young



AMELIA TOMASICCHIO
PR Advisor

- Currently, Co-founder and Editor-in-Chief at The Cryptonomist
- Former, CMO at Eidoo; Author at CoinTelegraph

our partners





LEGAL ASPECTS

A. GENERAL INFORMATION

- 1. In order to fund the development of **K-Tune**, **KTT** tokens will be created on the [Ethereum] blockchain and will be sold to the public (the "**ICO**").
- 2. The **KTT** tokens will be issued by a technical process that uses the [Blockchain ERC20] technology. This is an open source IT protocol over which **K-Tune** has no rights, control or liability in terms of its development and operation. The **KTT** tokens distribution mechanism will be controlled by a smart contract; this involves a computer program that can be executed on the [Ethereum] network or on a blockchain network that is compatible with smart contract programming language.
- 3. The **KTT** is a token that will allow the user to access the service provided by **K-Tune**'s platform, as illustrated in this paper.
- 4. The KTT does not have a performance or a particular value outside K-Tune's platform. The KTT shall therefore not be purchased or used for speculative or investment purposes.
- 5. The sale of the KTT is final: the KTT is non-refundable and not redeemable.

B. TOKEN DOCUMENTATION

6. This paper together with the KTT Terms and Conditions (the "Terms & Conditions", see [www.[●]], as amended from time to time, shall form the entire documentation for the KTT sale.

C. KNOWLEDGE REQUIRED

- 7. Any purchaser of KTT shall understand and have significant experience of cryptocurrencies, blockchain systems and services, and understand the risks associated with the ICO as well as the mechanisms related to the use of cryptocurrencies (including their storage).
- 8. The purchaser shall carefully review the entire documentation for the KTT sale so to understand the risks, costs and benefits associated with the purchase, storage and use of the KTT.

D. RISKS

- 9. Acquiring KTT and storing them involves various risks, in particular (but not limited to) the risk that K-Tune may not be able to develop or exploit its blockchain, to operate its platform and/or its business, to provide the services to which the KTT relate and/or is forced (in particular due to changes in the legal environment and/or issuance of new laws or regulations and/or new leading interpretation of current legal framework and/or case law, which might also have a retroactive effect) to stop its operations or change its business model. Therefore, and prior to acquiring any KTT, users should carefully consider the risks, costs and benefits of acquiring the KTT in the context of the ICO and, if necessary, obtain independent legal and tax advice in this regard.
- 10. Any interested person who is not in the position to understand or to accept the risks associated with the activity (including the risks related to the business and operations of **K-Tune**) or any other risks as indicated herein or in the entire documentation for the **KTT** sale) shall not acquire the **KTT**.

E. NO INVESTMENT INVITATION

- 11. This paper is not and shall not be considered as an invitation to enter into an investment. It does not constitute or relate in any way nor should it be considered or interpreted as an offering of securities in any jurisdiction.
- 12. This paper does not include nor contain any information or indication that might be considered as a recommendation or that might be used to base any investment decision.
- 13. This paper does not constitute an offer or an invitation to purchase shares, bonds, securities or rights relating to **K-Tune** or to any related or associated company (the "**Company's Group**").



F. NO SECURITY

- 14. The **KTT**s are not convertible in shares or certificates of **K-Tune** or of the Company's Group and do not grant any right to receive any such share or certificate.
- 15. The **KTT**s do not confer any direct or indirect right to **K-Tune**'s or the Company's Group capital or income and, in particular, do not grant any right to dividends or interests or to any other share or participation to **K-Tune** or the Company's Group revenue or earnings.
- 16. The **KTT**s are not proof of ownership of any assets belonging to **K-Tune** or the Company's Group or of a right of control over **K-Tune** or the Company's Group and do not grant to the owner any right to assets of **K-Tune** or the Company's Group.
- 17. The **KTTs** are not shares or participation certificates and do not give any right to participate to, or vote in, the general meeting of **K-Tune** or the Company's Group or to influence in any way the respective corporate governance or the decisions of the corporate bodies of **K-Tune** or of the Company's Group.
- 18. Subject to Article G. below, and based on the above, at the date of the ICO, **K-Tune** considers that the **KTT** does not have the legal qualification of a security pursuant to Swiss law and does not qualify therefore the **KTT** as an asset token in Switzerland as interpreted by FINMA in the ICO Guidelines for enquiries regarding the regulatory framework for initial coin offerings (ICOs) of February 16, 2018.
- 19. Pursuant to the above-mentioned guidelines and current practice, the **KTT** is a utility/payment token which can be used only on and/or gives exclusively access to **K-Tune**'s platform and as a means of payment for goods (e.g. music software) and services, for collaboration between members and music contents offered by them as well as to pay for royalties and for donations to artists/members and is not intended to be used as an investment.
- 20. The listing of the **KTT** on a trading platform is exclusively aimed at allowing additional users to use and/or to access **K-Tune**'s platform and not for speculative purposes and does not change the legal qualification of the token as a utility/payment token.

G. CHANGES IN THE LEGAL ENVIRONMENT

- 21. The ICO and the purchase of the **KTT** is taking place within an uncertain legal environment which may be subject to sudden modifications. Regulatory authorities are carefully scrutinizing businesses and operations associated to cryptocurrencies in the world.
- 22. Regulatory measures, investigations or actions may impact on **K-Tune**'s business and even limit or prevent it from performing or developing its operations.
- 23. Any person acquiring KTT shall be aware that K-Tune's business model and the entire documentation for the KTT sale may change because of new legal, regulatory and compliance requirements from any applicable laws in any jurisdictions, including with retroactive effect. In such a case, purchasers and anyone acquiring the KTT acknowledge and accept that neither K-Tune nor any Company's Group shall be held liable for any direct or indirect loss or damage caused by such changes.
- 24. The purchase of the KTT may be conditional upon the positive conclusion of an AML/KYC identification process and the purchaser may be required to provide to **K-Tune** or to such other third party as indicated by **K-Tune** all requested documents and information necessary or useful to **K-Tune** to complete the AML/KYC process.



H. NO OFFER - NO INVESTMENT ADVISE - NO REPRESENTATIONS AND WARRANTIES.

- 25. This paper is not and shall not be construed as an offer, personal recommendation or solicitation to conclude a transaction and should not be treated as giving investment advice.
- **26. K-Tune** is not to be considered as an advisor in any legal, tax or financial matters. Any information in this paper is given for general information purposes only and **K-Tune** does not provide any representation and/or warranty as to the accuracy and completeness of the information included in this paper.
- 27. Given the lack of qualification of tokens in most countries, the purchaser is strongly advised to carry out a legal and tax analysis concerning the purchase and ownership of **KTT** according to his/her/its nationality and place of residence.

I. IMPORTANT INFORMATION AND DISCLAIMER

- 28. K-Tune will do its utmost to maintain operational and to further develop the platform and/or to continue providing the services highlighted in this paper. Anyone undertaking to acquire the KTT shall be aware that K-Tune does not provide any guarantee that the platform will continue to be operational and/or that the services will continue to be provided.
- 29. By purchasing the **KTT** the purchaser acknowledges and agrees that **K-Tune** assumes no liability or responsibility for any loss or damage that would result from or relate to the purchaser failure to receive (or to timely receive) the **KTT** or to the incapacity to use the **KTT**, as well as for any failure or malfunction of the respective smart contract, except in case of intentional misconduct or gross negligence directly attributable to **K-Tune**.
- 30. The **KTT** is based on the [Ethereum ERC20 protocol]. Any malfunction, unplanned function or unexpected operation of the [ERC20 protocol] may cause **K-Tune**'s network or the **KTT** to malfunction or operate in a way that is not expected. Moreover, the native [Ethereum protocol] account unit may itself lose value in a similar way to the **KTT**, and also in other ways. **K-Tune** assumes no liability or responsibility in this respect except in case of intentional misconduct or gross negligence directly attributable to **K-Tune**.
- **31. K-Tune** assumes no liability or responsibility whatsoever for any loss of **KTT** or situations making it impossible to access the **KTT**, which may result from any actions or omissions of the user, as well as in case of hacker attacks.
- 32. The ICO has not applied for the obtainment, nor obtained, any "visa" from the French Financial Market Authority under the system of optional approval set forth under French law.



J. USER REPRESENTATIONS AND WARRANTIES

- 33. By participating in the ICO and by purchasing KTT the purchaser confirms that he/she/it:
 - a) has read and understood the entire documentation for the KTT sale and accepts to be legally bound by its terms;
 - b) has sufficient knowledge about the nature of the cryptographic tokens and has significant experience with, and functional understanding of, the usage of and the intricacies of dealing with cryptographic tokens, cryptocurrencies and blockchain-based systems and services;
 - c) has fully understood and accepts the risks connected with the purchase of the KTT as outlined, among others, in the entire documentation for the KTT sale, including those related to possible changes in the legal environment;
 - d) is familiar with all related regulations, in particular (but not limited to) in the specific jurisdiction in which the purchaser is based, and has received competent advice that participating to the ICO and purchasing cryptographic tokens is not prohibited, restricted or subject to additional conditions of any kind;
 - e) is entitled to purchase KTT in the ICO without requiring any local authorization and is in compliance with the local, state, and national laws and regulations when purchasing;
 - f) is authorized and has full power to purchase the **KTT**;
 - g) is not and will not be at the time of the ICO a US citizen, resident or entity nor is the purchaser purchasing the KTT or signing on behalf of a US citizen, resident or entity;
 - h) is not and will not be at the time of the ICO a Chinese citizen, resident or entity nor is the purchaser purchasing the KTT or signing on behalf of a Chinese citizen, resident or entity;
 - i) is not and will not be at the time of the ICO a Japanese citizen, resident or entity nor is the purchaser purchasing the KTT or signing on behalf of a Japanese citizen, resident or entity;
 - j) is not and will not be at the time of the ICO a Saudi Arabia citizen, resident or entity nor is the purchaser purchasing the **KTT** or signing on behalf of a Saudi Arabia citizen, resident or entity;
 - k) will not use the ICO for any illegal activity, including but not limited to, for money laundering and/or the financing of terrorism;
 - l) the purchase and storage of the KTT will not constitute a violation or breach of any applicable law by the purchaser, in particular in his country of citizenship or residence;
 - m) purchases the KTT because he/she/it wishes to have access to K-Tune's platform; and
 - n) is not purchasing the KTT for the purpose of speculative investment or usage.

K. GOVERNING LAW - ARBITRATION

- 34. The entire documentation for the KTT sale, the ICO and the purchase of the KTT shall be governed by and construed in accordance with the substantive laws of Switzerland without regard to the conflicts of law rules and without regard to the rules of the Vienna Convention on the International Sale of Goods dated 11 April 1980.
- 35. Any dispute, controversy or claim arising out of or in connection with the entire documentation for the KTT sale, the ICO and/or the purchase of the KTT, shall be finally settled in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the notice of arbitration is submitted in accordance with such rules. The number of arbitrators shall be 3 (three), the arbitrators to be appointed in accordance with the said rules. The seat of the arbitration shall be Lugano, Switzerland. The language of the arbitration shall be English



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