

MFG LinkSwap-Uniswap v2 Liquidity Provider Bonus

Program Terms and Conditions 1.1

These Terms and Conditions (the “**Terms**”) are entered into by and between you and Smart MFG Tech LTD, a British Virgin Islands company with registered office at Intershore Chambers, Road Town Tortola, British Virgin Islands (“**Company**”), and apply to your participation in the MFG Linkswap/Uniswap Liquidity Provider Bonus Program (the “**Program**”). **Please read these Terms carefully.** You will not be permitted to participate in the Program until you have read these Terms in their entirety and have acknowledged that you understand and accept all of them by selecting that you accept and agree to the Terms when this option is made available to you. **If you do not understand or agree with any of these Terms do not register to participate in the Program.**

Changes to the Terms

Company may revise and update these Terms from time to time in its sole discretion. All changes are effective immediately when posted and shall apply to your participation in the Program thereafter.

Your continued participation in the Program following the posting of revised Terms means that you accept and agree to any changes. You are expected to check these Terms from time to time so you are aware of any changes, as they are binding on you.

Purpose

The purpose of the Program is to incentivize MFG token users to provide liquidity for the MFG-ETH exchange contract on Uniswap via Linkswap interface. As Company grows it will become necessary to have access to additional MFG tokens to notarize transactions on its supply chain ecosystem middleware platform partner(s) and Uniswap offers the most efficient means to accomplish this. However, without enough liquidity in the MFG-ETH exchange contract on Uniswap the benefits of using it to obtain additional MFG tokens will be lost.

UniswapV2

All legitimate token users can become a liquidity provider (“**LP**”) on Uniswap by supplying equal values of ETH and an ERC-20 token to a Uniswap exchange contract, which is then added to an exchange liquidity pool. Whenever someone trades on an exchange contract on Uniswap, the trader pays a 0.3% fee which is added to the liquidity pool, and that transaction fee is split proportionally between all existing LPs in that pool. Note that depending on price movement and many other factors, there is no guarantee that the fees will offset the opportunity cost of just holding on to one’s tokens, so being an LP does not automatically result in a net gain.

If you have not previously used Uniswap please read the Uniswap FAQ located at <https://uniswap.org/faq/> and familiarize yourself with how it works prior to registering to participate in the Program. Company will provide you with instructions on how to become an LP for the MFG-ETH exchange contract on Uniswap but Company has no relationship whatsoever with Uniswap and has no control over funds lost using Uniswap.

MFG LP Rewards Details

Company will be offering MFG token rewards for liquidity providers (LP) providing liquidity on the ETH-MFG exchange contract on Uniswap v2 and depositing their Uniswap LP token (UNI-V2) on LINKSWAP

Company has allocated a total of 2,000,000 MFG tokens for the LINKSWAP LP rewards pool for the remaining Q1 2021 to eligible participants in the liquidity mining rewards program

- MFG LP Rewards schedule for Quarter 1 (Q1), 2021 on LINKSWAP is as follows:
 - Go Live Date & Time: February 8, 2021 @ Midnight
 - End Date & Time: March 31, 2021 @ 11:59PM
 - LINKSWAP Rewards Pool: ETH | MFG
 - Emission Total: 2,000,000 MFG tokens
- In order for LPs to be eligible to receive MFG token rewards, LPs must deposit their UNI-V2 token(s) on LINKSWAP
- MFG rewards are accumulated as soon as the LP deposits their UNI-V2 LP token on LINKSWAP
- There is no lock-up time requirements for LPs to participate and accumulate rewards
- There is no minimum contribution limit requirements for LPs to participate in the MFG rewards program
- Uniswap v2 transaction fees are calculated & allocated by how much liquidity is provided by the LP relative to the percentage of the entire pool
- LPs are responsible for adding liquidity to the correct ETH-MFG exchange contract below:

<https://uniswap.info/pair/0x527d5f10d70cA41e1e0EEE8d30b553bB5271ee48>

- LINKSWAP LP Rewards yields are a variable rate and will fluctuate over the course of the rewards cycle. LPs are responsible for monitoring the yield rates which are available on LINKSWAP's LP Rewards dashboard.
- Due to the demand & congestion on the Ethereum network, high transaction fees are becoming a common norm. LPs are responsible for taking into consideration & understanding the transaction fees prior to conducting any operations on Uniswap or LINKSWAP.
- LPs are responsible for understanding the risks associated with impermanent loss (IPL) prior to adding any liquidity

Duration

The Program is designed to be a near-term incentive and Company will post the official start date for Reward Cycle in February 2021.

Eligibility

The Program is offered and available to users who are 18 years of age or older and who reside in a jurisdiction where participation in the Program is not otherwise prohibited by law. Before being permitted to participate in the Program you will be required to pass KYC / AML (Know Your Customer /

Anti-Money Laundering) review. **If you currently reside in or are a citizen of any of the following jurisdictions you are prohibited from participating in the Program:**

- Belarus
- Canada
- Central African Republic
- China
- Democratic Republic of the Congo
- Iran
- Iraq
- Lebanon
- Libya
- Mali
- Myanmar
- Nicaragua
- North Korea
- Russia
- Somalia
- South Sudan
- Sudan
- Syria
- Ukraine
- United Kingdom
- United States of America and its Territories
- Venezuela
- Yemen
- Zimbabwe

Company retains the right to add or remove prohibited jurisdictions at any time in its sole discretion and makes no claims that the Program is appropriate in any particular jurisdiction. It is therefore your responsibility to ensure that you are legally permitted to participate in the Program.

By registering to participate in the Program, you represent and warrant that you are of legal age to form a binding contract with Company and meet all of the foregoing eligibility requirements. **If you do not meet all of these requirements, you must not register or participate in the Program.**

Company reserves the right to refuse any registration in its sole discretion.

Registration

When you register to participate in the Program you will be asked to provide personal information to ensure that you meet the eligibility requirements above. You are responsible for ensuring the accuracy and completeness of all information and materials that you provide to Company in connection with your registration. If you fail to meet any of the eligibility requirements above you will not be allowed to participate in the Program. **Furthermore, if Company determines that you have provided any false or misleading information during the registration process your participation will be terminated and you will not be eligible to receive any bonus MFG.**

You agree to allow Company to check your background and identity as required by applicable laws in connection with your registration. You hereby authorize Company to, directly or through third parties, make any inquiries and conduct any investigation Company considers necessary or helpful to verify your identity and to take any actions Company deems necessary or helpful based on the results of such inquiries and investigations. You further authorize any and all third parties to which any such inquiries or investigations may be directed to fully respond to such inquiries or investigations. You acknowledge and agree that Company may, in its sole discretion, deny you the right to participate in the program. Company will have no liability to you for any liability or other losses arising from any inquiries or investigations arising under this section.

Restrictions

Your participation in the Program is restricted to lawful use and in accordance with these Terms. By registering to participate in the Program you agree not to do any of the following:

- Register using inaccurate or misleading information;
- Participate in the Program on behalf of someone other than yourself;
- Become an LP on Uniswap by using any MFG or ETH that you do not lawfully own in your personal capacity;
- Evade or attempt to evade any international anti-money laundering or terrorist financing laws or regulations;
- Assist anyone else in evading or attempting to evade any international anti-money laundering or terrorist financing laws or regulations;
- Otherwise violate or attempt to violate any laws or regulations in any jurisdiction.

Monitoring and Enforcement; Termination

Company reserves to right to:

- Take appropriate legal action, including without limitation, referral to law enforcement, for any behavior by you that violates any of the Restrictions mentioned in the previous section or any other of these Terms, as deemed appropriate in Company's sole discretion;
- Terminate or suspend your participation in the Program for violating any of the Restrictions mentioned in the previous section or any other of these Terms, as deemed appropriate in Company's sole discretion;
- Fully cooperate with any law enforcement authorities or court order requesting or directing Company to disclose the identity or other information of anyone registering or participating in the Program. YOU WAIVE AND HOLD HARMLESS COMPANY FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

Tax Consequences

You are responsible for reviewing with your own tax advisors the tax consequences of participating in the Program. By registering and participating in the Program, you understand and agree that you (and

not Company) shall be responsible for any and all tax liability that may arise as a result of participating in the Program.

Disclaimers

By registering to participate in the Program you acknowledge and agree to all of the following:

- Company has no relationship with Linkswap or Uniswap, is not responsible for the operation of Linkswap or Uniswap, has no ability to control or access any funds deposited on Linkswap or Uniswap and makes no guarantee of Linkswap or Uniswap's functionality, security, or availability;
- Company shall not be liable for any loss of funds by you as a result of using Linkswap or Uniswap to participate in the Program or as a result of any technical or market failures on Linkswap or Uniswap or elsewhere; and
- Company is not responsible for any third-party wallet that you use to connect to Linkswap or Uniswap and makes no guarantee of any wallet's functionality, security, or availability.

If you do not agree with all the above disclaimers do not register to participate in the Program.

No Warranty

THE PROGRAM IS BEING OFFERED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. COMPANY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO LINKSWAP OR UNISWAP OR THE WALLET YOU USE TO CONNECT TO LINKSWAP OR UNISWAP WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE.

Limitation on Liability

Any dispute you have with Linkswap, Uniswap or any third party in connection with your participation in the Program is directly between you and such third party. Accordingly, to the fullest extent permitted by law, you hereby irrevocably release Company from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

IN NO EVENT WILL COMPANY, ITS EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN, OR THE DENIAL OF YOUR REGISTRATION TO PARTICIPATE IN, THE PROGRAM, INCLUDING ANY LOSSES SUFFERED AS A RESULT OF USING UNISWAP OR AS A RESULT OF THE DECREASE IN VALUE OF ANY MFG OR ETH YOU DEPOSIT INTO THE MFG-ETH EXCHANGE CONTRACT ON UNISWAP, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless Company and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of any of these Terms.

Governing Law and Jurisdiction

All matters relating to the Program and these Terms and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the British Virgin Islands without giving effect to any choice or conflict of law provision or rule (whether of Seychelles or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms or the Program shall be instituted exclusively in the courts of the British Virgin Islands although Company retains the right to bring any suit, action or proceeding against you for breach of these Terms in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts. Any dispute, controversy or claim arising out of or relating to this agreement including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules or equivalent arbitrator. The Tribunal will consist of three arbitrators, unless, by mutual written agreement, the parties agree to only one arbitrator. The arbitration will take place remotely, via video conference or by other virtual means. The language to be used in the arbitral proceedings will be English. Judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Class Action Waiver

THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

Waiver and Severability

No waiver of by Company of any of these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

Entire Agreement

These Terms constitute the sole and entire agreement between you and Company with respect to the

Program and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Program.