

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("**MOU**") is made, as of the last dated signature below, between:

ClickGem Inc a company incorporated in Belize with its registered office at Suite 102, Ground Floor, Blake Building, Corner Eyre & Hutson Streets, Belize City, Belize ("**Issuer**"); and

QUOINE PTE. LTD. (UEN 201414068E), a company incorporated in Singapore with its registered office at 8 Orange Grove Road #06-02, Singapore 258342 ("**QUOINE**"). QUOINE is a 100% subsidiary of QUOINE Corporation, a Japanese entity.

1. Background

The parties are planning to cooperate in the launch of Issuer's initial coin offering (the "**ICO**") in July, 2018 through the use of QUOINE's online "ICO Mission Control" service and related cryptocurrency exchange (the "**Project**"). This MOU is intended to summarize and set forth the current and non-binding understanding between the parties with respect to the arrangements governing the ICO.

2. ICO Mission Control

The parties anticipate that QUOINE will provide access to ICO Mission Control, through which Issuer will conduct an ICO of its **ClickGem Token** (the "**ICO Token**") and list the ICO Token on QUOINE's cryptocurrency exchange shortly after, subject to QUOINE's standard terms and conditions applicable to ICO Mission Control and upon supplemental terms and conditions consistent with this MOU and mutually agreed upon by the parties ("**Definitive Agreements**").

ClickGem Inc must secure at least 2M USD of funding in order to be approved by QUOINE to conduct sale using the ICO Mission Control.

Issuer understands that QUOINE will not provide the ICO Mission Control service unless the New Token is approved by QUOINE's internal token listing review committee.

3. Target Dates

The parties anticipate a timeline consisting of the following:

- Publish ICO Token landing page: 31 August 2018
- Start of ICO Token private-sale period: 06 September 2018
- Close of ICO Token private-sale period: 17 October 2018
- Start of ICO Token public-sale period: 18 October 2018
- Close of ICO Token public-sale period: 22 December 2018

4. Initial Deposit

Prior to the scheduled starting date of the ICO, Issuer will be required to make an initial non-refundable deposit in an amount equal to USD 150,000, payable in USD, BTC or ETH. The deposit will be credited against the fees set forth in this Section 5.

Issuer understands that the deposit will not be refunded in whole or in part even if the aggregate amount of fees payable to QUOINE in accordance with this Section 5. is lower than the amount of the deposit.

5. Listing

Issuer must achieve a minimum sale of USD 2,000,000 for ClickGem Token in order for the Token to be listed on QUOINE exchange.

6. Fees

Fees for the use of ICO Mission Control and related services will be as follows:

- [5 %] of the amount raised through ICO Mission Control Public Sale, paid in [BTC];
- [0.25 %] of the amount raised through ICO Mission Control Private Sale, paid in [BTC]
- Fee cap: USD 300,000 in the respective settlement currency
- No additional fees for listing the token on QUOINE exchange - QRYPTOS or Liquid

7. ICO Sales Channels

During the course of the ICO (both Private and Public phases) QUOINE ICO platform shall be the sole location where contributors can purchase the ICO Token.

The Issuer will create a link directing visitors to the Issuer's web-site interested in participating in the ICO Token sale to QUOINE's ICO platform.

8. Confidentiality and Publicity

Without limitation to any non-disclosure agreement entered into by the parties, each party agrees to keep in strict confidence the existence and content of this MOU, all information exchanged in connection with the negotiation of this MOU, and the proposed terms of any Definitive Agreements. Neither party is permitted to make any public announcement regarding the parties' relationship (including without limitation the fact that the ICO will be conducted through ICO Mission Control) unless (a) QUOINE provides written notice to Issuer that the New Token has been approved by the Review Committee and (b) both parties agree on the content of such public announcement.

9. Non-Binding Intent

It is understood that this MOU is an expression of the good faith intentions of QUOINE and Issuer and, with the exception of the confidentiality obligations set forth in Section 5 and the miscellaneous provisions set forth in Section 7, only those terms and conditions as are incorporated into Definitive Agreements will be enforceable. Except with respect to Sections 5 and 7, this MOU does not constitute and shall not be construed as a legally binding agreement, nor as a binding obligation on either party to proceed with the matters outlined herein.

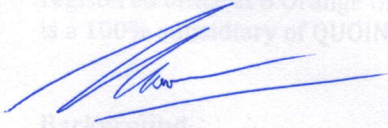
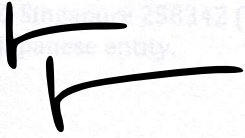
10. Miscellaneous

This MOU is governed by the laws of Singapore, and the parties submit to the exclusive jurisdiction of the Singapore courts. This MOU may be executed in counterparts and delivered



by electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The parties indicate their acceptance of this document on the terms set out above by signing and dating this MOU at the appropriate spaces provided below.

SIGNED for and on behalf of ClickGem Inc by:	SIGNED for and on behalf of QUOINE Pte. Ltd. by:
	
Nguyen Nam Hai CEO	Kariya (Mike) Kayamori Director and Chief Executive Officer
Signature Date: 10 August 2018	Signature Date: August 15, 2018

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