



## CUDOS TOKEN TERMS

**Cudos Limited a company to be incorporated as a private limited liability company under the laws of Gibraltar and which on incorporation will have its registered office situated Madison Building, Midtown, Gibraltar (“the Company”)**

TERMS FOR PURCHASE OF TOKENS TO BE ISSUED BY THE COMPANY

Last Updated: [13 August 2020]

These terms and conditions relating to the purchase of tokens to be issued by the Company (the “**Token Sale Terms**” or “**Terms**”) apply to each prospective buyer of the Company’s CUDOS tokens (the “**Tokens**”) who participates in the Company’s token sale during the token sale period (the “**Sale Period**”). If you successfully purchase Tokens during the Sale Period, you are agreeing to and will be bound by these Terms.

### Definitions

In these Terms, save where the context requires, the following capitalised terms shall have respective meanings ascribed to them as follows:

“**Completion Condition**” the occurrence of an event which triggers the closure of the Sale Period will be a “**Completion Condition**”. The Sale Period will close either:

- (i) Up to 30 days from the commencement of the Public Token Sale at the Company’s sole discretion; or
- (ii) Up to 30 days from the Token Generation Event in the event there is no Public Token Sale at the Company’s sole discretion; or
- (iii) when a hard-cap of up to USD \$6,000,000 (six million Dollars) ,

“**Financial Instruments**” shall include the meaning ascribed to it in the Financial Services (Markets in Financial Instruments) Act of Gibraltar or any other relevant legislation in Gibraltar (and “**financial instrument**” shall be construed accordingly).

“**Private-Sale Period**” shall mean the period commencing on the Private-Sale Period Commencement Date and ending upon the commencement of the Token Generation Event

“**Private-Sale Period Commencement Date**” shall mean the date on which the Company first commits to sell Tokens to Private-Sale Purchasers under a Private Token Purchase Commitment Form.

“**Private-Sale Purchasers**” shall mean those participants purchasing Tokens under a Private Token Purchase Commitment Form.

“**Private Token Purchase Commitment Form**” shall mean the Agreement which Private-Sale Purchasers enter into with the Company and under which Private-Sale Purchasers commit to purchase Tokens.

“**Public Token Sale**” shall mean the sale of the Tokens to the general public, subject to any restrictions contained in these Terms, which public token sale is intended to commence in Q4 2020 with a 90 day extension if deemed necessary by the Company.

“**Token Generation Event**” shall occur on or before the earlier of the date of the Public Token Sale and the date the Tokens are issued to Private-Sale Purchasers. In the event that the Company, for whatever reason,

decides that it wants to progress with the development, launch and operation of the Platform but not carry out a Public Token Sale, then the Company may issue Tokens to Private-Sale Purchasers only

“**Sale Period**” shall mean the period commencing on the Private-Sale Period Commencement Date and ending on the fulfilment of a Completion Condition.

“**Securities**” shall include the meanings ascribed to in the Financial Services (Markets in Financial Instruments) Act of Gibraltar (as awarded from time to time); in the Financial Services (Investment and Fiduciary Services) Act of Gibraltar; the Prospectuses Act of Gibraltar or any other relevant legislation in Gibraltar (and “security” shall be construed accordingly).

**Interpretation:**

Unless otherwise stated herein, these Terms govern only your purchase of Tokens from us during the Sale Period.

Any potential future use of Tokens in connection with the provision or receipt of Services will be governed primarily by other applicable terms and policies (collectively, the “Service Terms and Policies”). The Service Terms and Policies will be made available on our website prior to the launch of the Token sale. We may revise and/or update the Service Terms and Policies from time to time at our sole and absolute discretion. In the event of any conflict between these Terms and the Service Terms and Policies, the Service Terms and Policies shall prevail.

In these Terms:

- clause, schedule and paragraph headings shall not affect the interpretation of these Terms;
- a ‘third party’ and a ‘person’ includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s personal representatives, successors or permitted assigns;
- a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
- words in the singular shall include the plural and vice versa; and
- unless the context otherwise requires, a reference to one gender shall include a reference to the neuter and the other genders.

PLEASE READ THESE TERMS CAREFULLY AND NOTE THAT THE SECTION ON DISPUTE RESOLUTION. ARBITRATION CONTAINS A BINDING ARBITRATION CLAUSE WHICH AFFECTS YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PARTICIPATE IN THE COMPANY’S TOKEN SALE.

If you have any questions regarding these Terms, please contact us by email at [token@cudos.org](mailto:token@cudos.org).

You and the Company hereby agree as follows:

**Intended Purpose and Use of Tokens**

The intended purpose of the Tokens is to facilitate the provision and receipt of services (collectively, the “Services”) which Services are more particularly set out in the White Paper, the final form of which will be published and updated by the Company from time to time and which you will be able to find on [www.cudos.org/whitepaper](http://www.cudos.org/whitepaper). You hereby agree that you have read the Cudos White Paper that can be found on the following link [www.cudos.org/whitepaper](http://www.cudos.org/whitepaper) and have understood its content. You hereby also confirm that you have taken independent legal advice before accepting these Terms. The Services will be provided through an online software platform (the “**Platform**”) that is currently at an advanced stage but is still under development by the Company or an affiliate thereof. More specifically, Tokens are intended to facilitate the provision of the Services from the Company or an affiliate thereof, to the users of the Platform and will constitute proof of prepayment for the Services.

**Ownership of Tokens carries no rights, express or implied, other than the right to use Tokens as a means to enable usage of and interaction within the Platform. The Terms shall not and cannot be considered as an invitation to enter into an investment or purchase any security or financial instrument. The Terms do not constitute or relate in any way, nor should they be considered, as an offering of securities or financial instruments in any jurisdiction. The Terms do not include or contain any information or indication that might**

be considered as a recommendation or that might be used to base any investment decision. Tokens are utility tokens and are not intended to be used as an investment. Further, you must note that Tokens do not represent or confer any ownership right or stake, share, equity or security or equivalent rights, or any right to receive future revenue shares or voting rights or intellectual property rights in the Company or any affiliate thereof. Acquiring Tokens shall not grant any right or influence over the Company's (or any affiliate thereof) organisation and governance to you, other than rights relating to the potential future provision and receipt of Services, subject to the limitations and conditions contained in these Terms. The Tokens are not intended to be a representation of money (including electronic money), security, commodity, financial instrument, bond, debt instrument or any other kind of financial instrument or investment. Protections offered by the applicable law in relation to the purchase and sale of the aforementioned financial instruments and/or investments do not apply to the purchase and sale of Tokens and neither these Terms nor the White Paper constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction. Tokens should not be acquired in any case or circumstance for speculative or investment purposes with the expectation of making a profit on immediate resale or otherwise.

The Company, or an affiliate thereof, will use reasonable endeavours to launch its operations and develop the Platform. Any person agreeing, covenanting or undertaking to acquire Tokens acknowledges and understands that the Company, or any affiliate thereof, does not provide any guarantee that it will establish an operative Platform and therefore it cannot guarantee that the Tokens can be used to purchase or access goods or Services on the Platform. You acknowledge and understand therefore that the Company, or any affiliate thereof, assumes no liability or responsibility whatsoever or howsoever arising for any loss or damage that would result from or relate to the incapacity to use Tokens.

Tokens do not constitute the provision of any goods and/or Services as at the date of these Terms.

#### **Cancellation; Refusal of Purchase Requests**

Your purchase of Tokens from us is final, and there are no refunds or cancellations except as may be required by applicable law or regulation, if any. We reserve the right to refuse or cancel Token purchase requests at any time in our sole and absolute discretion. In such an event the consideration paid by you shall be rejected or refunded.

At any time prior to satisfaction of the Completion Condition, the Company may either temporarily suspend or permanently abort the Token sale. During any period of suspension or in the event that the Token sale is aborted, Tokens will not be available for purchase and any funds or form of crypto-currency sent by you to the Company for the purposes of acquiring Tokens shall be returned to you. The Company may use all or part of your payment prior to the temporary suspension or permanent termination of the Token Sale and therefore only a portion of your payment may be returned to you.

#### **CUDOS Token Sale Procedures and Specifications**

Important information about the procedures and material specifications of the Company's Token sale and private-sale is provided on the Company's website [www.cudos.org](http://www.cudos.org) including, but not limited to, details regarding the timing and pricing of the CUDOS Token sale, the amount of Tokens we will sell, and our anticipated use of the CUDOS Token sale proceeds. By purchasing Tokens, you acknowledge and accept that you have read, understood and have no objection to these procedures and material specifications.

#### **Acknowledgment and Assumption of Risks**

**YOU ACKNOWLEDGE AND AGREE THAT THERE ARE RISKS ASSOCIATED WITH PURCHASING TOKENS, HOLDING TOKENS, AND USING TOKENS FOR PROVIDING OR RECEIVING SERVICES. YOU SHOULD CAREFULLY CONSIDER THE RISKS AND UNCERTAINTIES DISCLOSED AND EXPLAINED HEREAFTER BEFORE DECIDING TO PURCHASE THE TOKENS. THE OCCURRENCE OF ANY OF THE FOLLOWING RISKS COULD RESULT IN YOU LOSING ALL OR PART OF YOUR CONSIDERATION (AS DEFINED IN THE PRIVATE TOKEN PURCHASE COMMITMENT FORM). IF YOU HAVE ANY QUESTIONS REGARDING THESE RISKS, PLEASE CONTACT US AT [token@cudos.org](mailto:token@cudos.org). BY PURCHASING TOKENS, YOU EXPRESSLY ACKNOWLEDGE, ACCEPT AND ASSUME THESE RISKS.**

### **Risks Relating to Purchase, Sale and Use of Tokens**

Important Note: As set out in these Terms, the Tokens are not being structured or sold as securities or any other form of investment product. Accordingly, none of the information presented in this section is intended to form the basis for any investment decision, and no specific recommendations are made or intended. The Company expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this section, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information.

By purchasing, holding and using Tokens, you expressly acknowledge and assume the following risks:

1. **Risk of Losing Access to Tokens Due to Loss of Private Key(s)**

A private key, or a combination of private keys, is necessary to control and dispose of Tokens stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing Tokens will result in loss of such Tokens. 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 Tokens. The Company is not responsible for any such losses.

2. **Risks Associated with the Ethereum Protocol**

Because Tokens and the Platform are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the Platform or Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Tokens and the Platform by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol. Upgrades to the Platform after it launches, a hard fork in the Platform or a change in how transactions are confirmed on the Platform may have unintended adverse effects on Tokens.

3. **Risk of Mining Attacks**

As with other decentralized cryptographic tokens based on the Ethereum protocol, the Tokens are susceptible to attacks by miners in the course of validating Token transactions on the Ethereum 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 the Tokens, including, but not limited to, accurate execution and recording of transactions involving Tokens.

4. **Risk of Hacking and Security Weaknesses**

Tokens may be subject to expropriation and/or theft. Hackers or other malicious groups or organizations may attempt to interfere with the Platform or the Tokens 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 the Tokens or result in the loss of your Tokens or the loss of your ability to access or control your Tokens.

5. **Risk of Uninsured Losses**

Unlike bank accounts or accounts at some other financial institutions, Tokens 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 us, to offer recourse to you.

6. **Risks Associated with Uncertain Regulations and Enforcement Actions**

The regulatory status of the Tokens 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 Platform and the Tokens. 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 the Tokens. Regulatory actions could negatively impact the Platform and the Tokens in various ways, including, for purposes of illustration only, through a determination that Tokens are a regulated financial instrument that require registration or licensing. 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.

7. *Legal and Regulatory Factors Relating to the Company's Business Model Might Present Barriers to Success.*

The Platform will operate in a new and developing legal environment. There is no established body of law or court decisions concerning blockchain and smart contracts, and the law regarding token sales and cryptocurrencies is developing. As a result, it is possible that there could be legal disputes over the interpretation of smart contracts used in connection with the Platform, thus undermining the functionality of the Platform and Tokens. To the extent licenses or other authorizations are required in one or more jurisdictions in which the Company operates or will operate, there is no guarantee that the Company will be granted such licenses or authorizations. The Company may need to change its business model to comply with these licensing and/or registration requirements (or any other legal or regulatory requirements) in order to avoid violating applicable laws or regulations or because of the cost of such compliance. Uncertainty in how the legal and regulatory environment will develop could negatively impact the Company.

8. *Risks of Government and Private Actions.*

The cryptocurrency market is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of Company, or enact regulations or pursue enforcement actions against the Company, which may result in curtailment of, or inability to operate, the Platform as intended, or judgments, settlements, fines or penalties against the Company. In addition, non-governmental parties may bring private legal actions against the Company, either individually or as a class, which may result in curtailment of, or inability to operate, the Platform as intended, or judgments, settlements, fines or penalties against the Company.

9. *Risks Arising from Taxation*

The tax characterization of Tokens is uncertain. You must seek your own tax advice in connection with purchasing, holding and utilizing Tokens, which may result in adverse tax consequences to you, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes and similar taxes, levies, duties or other charges and tax reporting requirements. It is also possible that the income of the Company would be subject to significant amounts of income and/or withholding taxes. The uncertainty in the tax treatment of Tokens and transactions in Tokens may expose subscribers, prospective purchasers and the Company alike to unforeseen future tax consequences associated with the purchase, ownership, sale or other use of Tokens.

10. *Capital Control Risks*

Many jurisdictions impose strict controls on the cross-border flow of capital. Holders of Tokens may be subject to these regulations.

11. *Countering the Financing of Terrorism ("CFT") and Anti-Money Laundering ("AML")*

In the event that licenses, registrations or other authorizations are required under applicable CFT and/or AML regulations to operate the Platform, there is no guarantee that the Company will be able to successfully obtain such licenses, registrations or authorizations. In addition, any illicit use of Tokens by bad actors could breach such regulations and seriously impact the global reputation of the Platform. In such event, it is conceivable that this could trigger scrutiny by CFT and AML regulators and potentially cause significant disruption to the distribution and circulation of Tokens.

12. *Risk of Alternative Networks*

It is possible that alternative networks could be established in an attempt to facilitate services that are materially similar to the Services. The Platform may compete with these alternative networks, which could negatively impact the Platform and Tokens.

13. *Risk of Insufficient Interest in the Platform or Distributed Applications*

It is possible that the Platform will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of distributed ecosystems (such as the Platform) more generally or distributed applications to be used on the Platform. Such lack of use or interest could negatively impact the development of the Platform and therefore the potential utility of Tokens.

14. *Risks Associated with the Development and Maintenance of the Platform*

The Platform is still under development and may undergo significant changes over time. The Platform's development will require significant capital, the expertise of the Company's management and substantial time and effort by skilled developers and other parties. The Company may not retain the services of developers with the technical skills and expertise needed to successfully develop the Platform and progress it to a successful launch. In addition, there can be no assurance that the Platform will function as intended or that it will be able to sustain long-term operation of Tokens or other large scale D-apps or cryptocurrencies. Although we intend for the Tokens and Platform to follow the specifications set forth in the White Paper, and will take commercially reasonable steps toward those ends (subject to internal business description), we may have to make changes to the specifications of the Tokens or Platform for any number of legitimate reasons. This could create the risk that the Tokens or Platform, as further developed and maintained, may not meet your expectations at the time of purchase. Furthermore, despite our good faith efforts to develop and maintain the Platform, it is still possible that the Platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Platform and Tokens.

The Company plans to incorporate various technology solutions into the Platform. Some or all of these technology solutions may be new and/or relatively untested. There is significant risk to building and implementing such new technologies that may have never been used, or that are being used in different ways. There is no guarantee that such technologies will operate as intended or as described in the White Paper.

15. *Risk that Platform is Superseded.*

There can be no assurance that the technology being proposed to underpin the Platform will not be supplanted by competing protocols that improve upon, or fully replace, the Platform's technology. It is not known whether the Platform will become the predominant protocol adopted globally by the industry. If the Platform is surpassed or superseded, Token usage and adoption may decline. The Platform's technology may be available as open-source, meaning that anyone can copy and disseminate the Platform source code either in the same form or with modifications as a "fork."

16. *Risks Associated with Intellectual Property Matters.*

The Company does not currently hold any issued patents and, thus, would not be entitled to exclude or prevent other entities from replicating their technology, methods and processes. While the Company enters into confidentiality and invention assignment agreements with its developers, no assurance can be given that these agreements will be effective in controlling access to the Company's proprietary information and trade secrets. The confidentiality agreements on which the Company relies to protect certain technologies may be breached, may not be adequate to protect its confidential information, trade secrets and proprietary technologies and may not provide an adequate remedy in the event of unauthorized use or disclosure of its confidential information, trade secrets or proprietary technology. Further, these agreements do not prevent the Company's competitors or others from independently developing technology that is substantially equivalent or superior to their technology. In addition, others may independently discover the Company's trade secrets and confidential information, and in such cases, the Company likely would not be able to assert any trade secret rights against such parties.

Although the Company does not believe that the technology, processes and methods relating to the Platform have been patented by any third party, it is possible that patents have been issued to third parties that cover all or a portion of the Platform. Patent holders or other intellectual property owners may assert that the Platform or Company's methods or practices infringe, misappropriate or otherwise violate their intellectual property or other proprietary rights. Any such claims, regardless of merit, could result in substantial expenses, divert the attention of management or materially disrupt the operation of the Platform, including through awarded injunctive relief.

17. *Risk of an Unfavourable Fluctuation of Ethereum and Other Currency Value.*

The Company intends to use the proceeds from selling Tokens to fund the maintenance and development of the Platform, as described in the White Paper. The proceeds of the sale of Tokens will be denominated in Ether and/or Bitcoin and/or fiat and may be converted into other cryptographic and fiat currencies. In addition, some private-sales of the Tokens may also be denominated in fiat currencies. If the value of Ethereum or other currencies fluctuates unfavourably during or after the Sale Period, the Company may not be able to fund the maintenance and/or the development of the Platform in the manner that is intended.

18. *Risk of Price Volatility.*

The prices of cryptocurrencies have historically been subject to dramatic fluctuations and are highly volatile, and the market price of Tokens may also be highly volatile. Several factors may influence the market price of Tokens, including, but not limited to:

- Global supply of cryptocurrencies, both with respect to the number of different cryptocurrencies and the supply of each individual cryptocurrency;
- Global demand for cryptocurrencies, which can be influenced by the growth of acceptance of cryptocurrencies as payment for goods and services, the security of online cryptocurrency exchanges and digital wallets that hold cryptocurrencies, the perception that the use and holding of cryptocurrencies is safe and secure, and the regulatory restrictions on their use;
- Changes in software, software requirements or hardware requirements underlying blockchain technologies;
- Fiat currency withdrawal and deposit policies of cryptocurrency exchanges on which cryptocurrencies may be traded and liquidity on such exchanges;
- Interruptions in service from or failures of major cryptocurrency exchanges;
- Investment and trading activities of large investors, including private and registered funds, that may directly or indirectly invest in cryptocurrencies;
- Monetary policies of governments, trade restrictions, currency devaluations and revaluations; and
- Regulatory measures, if any, that affect the use of cryptocurrencies.

A decrease in the price of a single cryptocurrency may cause volatility in the entire cryptocurrency industry and may affect other cryptocurrencies, including Tokens. For example, security breach that affects investor or user confidence in Bitcoin or Ethereum may affect the industry as a whole and may also cause the price of Tokens and other cryptocurrencies to fluctuate.

19. *Risks Associated with Use of Funds.*

There can be no assurance the Company will have sufficient funds to repay the Consideration (as defined in the Private Token Purchase Commitment Form) as and when required under the terms of the Private Token Purchase Commitment Form. The Company does not have any fiduciary or other obligation to use the funds generated by the token sale for the benefit of the purchasers, except as otherwise expressly provided in the Private Token Purchase Commitment Form in connection with the Company's contingent obligation to repay all or part of the Consideration.

20. *Risk Associated with the Blockchain Industry.*

The growth of the blockchain industry in general, as well as the blockchain networks with which the Platform and the Tokens will rely and interact, is subject to a high degree of uncertainty. The factors affecting the further development of the blockchain industry, as well as blockchain networks, include, without limitation:

- Worldwide growth in the adoption and use of Bitcoin, Ether and other blockchain technologies;
- Government and quasi-government regulation of Bitcoin, Ether and other blockchain assets and their use, or restrictions on or regulation of access to and operation of blockchain networks or similar systems;
- The maintenance and development of the open-source software protocol of the Bitcoin or Ethereum networks;
- Changes in consumer demographics and public tastes and preferences;
- The availability and popularity of other forms or methods of buying and selling goods and services, or trading assets including new means of using fiat currencies or existing networks;
- General economic conditions and the regulatory environment relating to cryptocurrencies; or
- A decline in the popularity or acceptance of the Bitcoin or Ethereum networks would adversely affect our results of operations.
- The slowing or stopping of the development, general acceptance and adoption and usage of blockchain networks and blockchain assets may deter or delay the acceptance and adoption of the Platform and the Tokens.

#### 21. Risk of Dissolution of the Company or Platform

It is possible that, due to any number of reasons, including, but not limited to, an unfavourable fluctuation in the value of Ethereum (or other cryptographic and fiat currencies), decrease in the Tokens' utility due to negative adoption of the Platform, the failure of commercial relationships, or intellectual property ownership challenges, the Platform may no longer be viable to operate and the Company may dissolve.

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

Because Tokens confer no governance rights of any kind with respect to the Platform or Company or its corporate affiliates, token holders will have no control or influence on decisions involving the Platform or the Company.

#### 23. Risks Involving Cloud Storage

As the Company provides a decentralized cloud storage service to individual and institutional clients, including users and applications, the Services are susceptible to a number of risks related to the storage of data in the cloud. The Services may involve the storage of large amounts of sensitive and/or proprietary information, which may be compromised in the event of a cyber attack or other malicious activity. Similarly, the Services may be interrupted and files may become temporarily unavailable in the event of such an attack or malicious activity. Because users can use a variety of hardware and software that may interface with the Platform, there is the risk that the Services may become unavailable or interrupted based on a failure of interoperability or an inability to integrate these third-party systems and devices that the Company does not control with the Company's Services. The risk that the Services may face increasing interruptions and the Platform may face additional security vulnerabilities could adversely affect the Platform and therefore the future utility of any Tokens that you hold.

#### 24. Unanticipated Risks

Cryptographic tokens such as the Tokens are a new and untested technology. In addition to the risks included in these Terms, there are other risks associated with your purchase, holding and use of Tokens, including those that the Company cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this section.

#### Security

You are responsible for implementing all reasonable and appropriate measures for securing the wallet, vault or other storage mechanism you use to receive and hold Tokens that you purchase 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 Tokens. The Company shall not be responsible for any security measures relating to your receipt, possession, storage, transfer or potential future use of Tokens nor is the Company under any obligation to recover any Tokens and the Company hereby excludes (to the fullest extent permitted under applicable law) any and all liability for any security breaches or other acts or omissions which result in your loss of (including your loss of access to) Tokens.

### **Personal Information**

The Company may determine, in its sole and absolute discretion, that it needs to undertake due diligence on certain prospective purchasers of Tokens. As part of the Company's due diligence process it may request that you send us certain information about you. You agree to provide the Company with such information promptly upon request, and you acknowledge and accept that the Company may refuse to sell Tokens to you until you provide such requested information in a form that is satisfactory to the Company.

### **Taxes**

The purchase price that you pay for Tokens is exclusive of all applicable taxes. You are solely responsible for determining what, if any, taxes apply to your purchase of Tokens, including, but not limited to: sales, use, value added, and any other taxes that may be applicable. It is also your sole responsibility to withhold, collect, report, pay, settle and/or remit the correct taxes to the appropriate tax authorities in such jurisdiction where you may be liable to pay tax. The Company is not responsible for withholding, collecting, reporting, paying, settling and/or remitting any sales, use, value added, or any other tax arising from your purchase of Tokens.

### **Representations and Warranties**

By purchasing Tokens, you represent, warrant and irrevocably undertake to the Company that:

- (i) You have taken independent legal advice prior to accepting these Terms;
- (ii) You have read and understood these Terms;
- (iii) You have sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens, token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to understand these Terms and to appreciate the risks and implications of purchasing the Tokens;
- (iv) You have obtained sufficient information about the Company, the Company's officers and agents and representatives and about the Tokens to make an informed decision to purchase the Tokens;
- (v) You understand that the Tokens confer only the potential future right to receive Services and confer no other rights of any form with respect to the Platform, the Company, or any affiliate thereof including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
- (vi) You are purchasing Tokens to potentially receive Services on the Platform at a future point in time. You are not purchasing Tokens for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes;
- (vii) Your purchase of Tokens complies with applicable law and regulation in your jurisdiction or in any jurisdiction the laws of which you may be subject to.
- (viii) You live in a jurisdiction that allows the Company to sell the Tokens and does not prohibit you from participating through a token sale without requiring any local authorisation;
- (ix) Your purchase of Tokens shall be made in full compliance with any and all applicable legal and tax obligations to which you may be subject in any relevant jurisdiction;
- (x) If you are purchasing Tokens on behalf of any entity, you are authorized to accept these Terms and enter into a binding agreement with the Company on such entity's behalf (references to "you" in these Terms refer to the entity on whose behalf you are authorized to purchase the Tokens);
- (xi) You are not a resident or domiciliary of the United States of America, China, South Korea or any jurisdiction which prohibits token sales and/or any participation therein (a "Restricted Jurisdiction") or purchasing Tokens from a location in a Restricted Jurisdiction, nor are you an entity (including but not limited to any corporation or partnership) incorporated, established or registered in or under the laws of a Restricted Jurisdiction, nor are you purchasing Tokens on behalf of any such person or entity;

(xii) You are not: (i) a citizen or resident of a geographic area in which access to or use of the Tokens and/or the Services is prohibited by applicable law, decree, regulation, treaty, or administrative act; (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes; or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List.

(xiii) You acknowledge and accept that the Company may refuse to issue Tokens to you if you are a citizen, resident or domiciliary referred to in (xi) or (xii) above.

(xiv) You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Tokens and/or the Services.

(xv) If you are registering to use the Tokens or the Services on behalf of a legal entity, you further represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (ii) you are duly authorized by such legal entity to act on its behalf;

(xvi) If you are an individual, you are at least 18 years of age and have sufficient legal capacity to accept these Terms and enter into a binding agreement with us;

(xvii) The acceptance by you of these Terms and the entry into a binding agreement with us will not result in any violation of, be in conflict with, or constitute a material default under: (i) any provision of your constitutional or organizational documents (if applicable); (ii) any provision of any judgment, decree or order to which you are a party, by which you are bound or to which any of your material assets are subject; and/or (iii) any material agreement, obligation, duty or commitment to which you are a party or by which you are bound;

(xviii) The cryptocurrency assets you use to purchase Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and you will not use the Tokens to finance, engage in, or otherwise support any unlawful activities;

(xix) Any Tokens you acquire will be acquired in your name, and any crypto-currency assets you use will come from a digital wallet not located in a country or territory that has been designated as a "non-cooperative country or territory" by the Financial Action Task Force or any similar legislation; and

(xx) You are not the subject of any sanctions administered or enforced by any country, government or international authority nor are you resident or established (in the case of a corporate entity) in a country or territory that is the subject of a country-wide or territory wide sanction imposed by any country or government or international authority.

### **Indemnity**

To the fullest extent permitted by applicable law, you will fully and effectively indemnify, defend and hold harmless 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 "**Company Parties**") from and against any and all claims, judgments, demands, actions, damages, losses, costs and expenses (including taxes as well as reasonable professional and legal fees) that arise from or relate to: (i) your purchase or use of Tokens; (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.

The Company reserves the right to exercise sole control over the defence, at your expense, of any claim subject to this indemnity. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

### **Disclaimers**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO THE EXTENT THAT THIS DISCLAIMER APPLIES TO YOU AND EXCEPT AS OTHERWISE EXPRESSLY SPECIFIED IN WRITING BY THE COMPANY, (A) THE TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND MADE BY THE COMPANY AND THE COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AS TO THE TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (B) THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE TOKENS WILL BE CORRECTED; AND (C) THE COMPANY CANNOT AND DOES NOT REPRESENT

OR WARRANT THAT THE TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

**Limitation of Liability**

NEITHER THE COMPANY NOR ANY OF ITS RESPECTIVE REPRESENTATIVES OR AFFILIATES, SHALL BE LIABLE UNDER THESE TERMS FOR ANY CONSEQUENTIAL OR INDIRECT LOSS, LOSS OF PROFIT OR REVENUE, LOSS OF GOODWILL OR SPECIAL, PUNITIVE OR ENHANCED DAMAGES ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS.

THE LIABILITY OF THE COMPANY ARISING OUT OF OR RELATED TO THESE TERMS AND/OR THE TOKENS, WHETHER ARISING OUT OF OR AS A RESULT OF BREACH OF CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE PURCHASER FOR THE TOKENS.

THE LIMITATIONS SET FORTH HEREIN WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF COMPANY.

YOU ACKNOWLEDGE THAT ALL OF YOUR RIGHTS AND REMEDIES ARE CONTAINED OR REFERRED TO IN THESE TERMS, AND YOU SHALL NOT HAVE ANY OTHER RIGHT OR REMEDY, INCLUDING A CLAIM FOR INNOCENT OR NEGLIGENT MISREPRESENTATION OR NEGLIGENT MISSTATEMENT.

EVERY TERM OR CONDITION IMPLIED BY LAW IN ANY JURISDICTION IN RELATION TO THE SUBJECT MATTER OF THESE TERMS SHALL BE EXCLUDED TO THE FULLEST EXTENT POSSIBLE, AND TO THE EXTENT THAT IT IS NOT POSSIBLE TO EXCLUDE ANY SUCH TERM OR CONDITION, YOU IRREVOCABLY WAIVE ANY RIGHT OR REMEDY IN RESPECT OF IT.

**Release**

To the fullest extent permitted by applicable law, you release the Company and the Company Parties, including but not limited to its officers, directors, agents, joint ventures, employees and suppliers, from all and any responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. You expressly waive any rights you may have under any statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favour at the time of agreeing to this release.

**Dispute Resolution. Arbitration**

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT CONTAINS CERTAIN PROVISIONS, SUCH AS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. THIS SECTION REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

**Binding Arbitration**

Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either you or the Company seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company (i) save as expressly provided herein, waive your respective rights to have any and all Disputes arising from or related to these Terms resolved in any court, and (ii) waive your respective rights to a jury trial. Instead, you and the Company will arbitrate Disputes through binding arbitration provided in these Terms.

**No Class Arbitrations, Class Actions or Representative Actions**

Any 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.

### **Arbitration Rules**

The enforceability of this Section (Dispute Resolution. Arbitration) will be both substantively and procedurally governed by and construed and enforced in accordance with the 2012 (as revised in 2017) International Chamber of Commerce Rules of Arbitration, to the maximum extent permitted by applicable law.

### **Notice: Informal Dispute Resolution**

Each of the participant or the Company will notify the other in writing of any Dispute within thirty (30) days of the date it arises, so that respective party can attempt in good faith to resolve the Dispute informally. Notice to the Company shall be sent by e-mail to the Company at [token@cudos.org](mailto:token@cudos.org). Notice to you shall be either posted on the Company's website or, if available, will be sent by to any email address you provided in connection with your purchase of Tokens or use of the Platform or Services. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and the Company cannot agree how to resolve the Dispute within thirty (30) days after the date the notice is received by the applicable party, then either you or the Company may, as appropriate and in accordance with this Section (Dispute Resolution. Arbitration), commence an arbitration proceeding or, to the extent specifically provided for in this Section (Dispute Resolution. Arbitration), file a claim in court.

### **Process**

Any arbitration will occur in Gibraltar. The arbitration will be conducted confidentially by a single arbitrator appointed by the Gibraltar Chamber of Commerce in accordance with the rules of the International Chamber of Commerce Rules of Arbitration, which are hereby incorporated by reference. The courts located in Gibraltar will have exclusive jurisdiction over any appeals and the enforcement of an arbitration decision.

### **Authority of Arbitrator**

These Terms, the applicable International Chamber of Commerce Rules of Arbitration and the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court, provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative or class action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

### **Arbitration Rules**

The International Chamber of Commerce Rules of Arbitration and additional information about International Chamber of Commerce are available at <https://iccwbo.org/dispute-resolution-services/arbitration/rules-of-arbitration>. By agreeing to be bound by these Terms, you either (i) acknowledge and agree that you have read and understand the International Chamber of Commerce Rules of Arbitration, or (ii) waive your opportunity to read the International Chamber of Commerce Rules of Arbitration and any claim that the International Chamber of Commerce Rules of Arbitration are unfair or should not apply for any reason.

**Governing Law and Jurisdiction**

These Terms will be governed by and construed and enforced in accordance with the laws of Gibraltar, without regard to conflict of law rules that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out of or relating to these Terms or its subject matter or formation (including non-contractual Disputes or claims) that is not subject to arbitration will be resolved exclusively in the courts of Gibraltar.

**Severability**

If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

**Miscellaneous**

These Terms and the Private Token Purchase Commitment Form constitute the entire agreement between you and the Company relating to your purchase of Tokens from the Company. The Company may make changes to these Terms from time to time as reasonably required to comply with applicable law or regulation. If the Company makes such changes, it will post the amended Terms at [INSERT LINK] and update the “Last Updated” date above. The amended Terms will be effective immediately. The Company may assign its rights and obligations under these Terms without your consent. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. We will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond its reasonable control. Purchasing Tokens from the Company does not create any form of partnership, joint venture or any other similar relationship between you and the Company. Except as otherwise provided herein, these Terms are intended solely for the benefit of you and the Company and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree and acknowledge that all agreements, notices, disclosures, and other communications that the Company provides to you, including these Terms, will be provided in electronic form.

You and the Company acknowledge that, in accepting these Terms, neither you nor the Company do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided therein, and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

\* \* \* \* \*

**Schedule 2**  
**LEGAL CONSIDERATIONS, RISKS AND DISCLAIMER**

**YOU MAY LOSE ALL MONIES THAT YOU SPEND PURCHASING TOKENS. IN THE EVENT THAT YOU PURCHASE TOKENS, YOUR PURCHASE CANNOT BE REFUNDED OR EXCHANGED.**

**THERE IS NO GUARANTEE THAT THE UTILITY OF THE TOKENS OR THE PROJECT DESCRIBED IN THE AVAILABLE INFORMATION (AS DEFINED BELOW) WILL BE DELIVERED.**

**YOU ARE WAIVING YOUR RIGHTS BY AGREEING TO THESE TERMS AND CONDITIONS AND PARTICIPATING IN THE CUDOS TOKEN GENERATION EVENT. BY PARTICIPATING IN THE CUDOS TOKEN GENERATION EVENT YOU ARE AGREEING TO HAVE NO RECOURSE, CLAIM, ACTION, JUDGEMENT OR REMEDY AGAINST CUDOS LIMITED IF THE UTILITY OF THE TOKENS OR IF THE PROJECT DESCRIBED IN THE AVAILABLE INFORMATION IS NOT DELIVERED OR REALISED.**

**IF YOU ARE UNCERTAIN AS TO ANYTHING IN THE AVAILABLE INFORMATION OR YOU ARE NOT PREPARED TO LOSE ALL MONIES THAT YOU SPEND PURCHASING TOKENS, WE STRONGLY URGE YOU NOT TO PURCHASE ANY TOKENS.**

**WE RECOMMEND YOU CONSULT LEGAL, FINANCIAL, TAX AND OTHER PROFESSIONAL ADVISORS OR EXPERTS FOR FURTHER GUIDANCE BEFORE PARTICIPATING IN THE CUDOS TOKEN GENERATION EVENT OUTLINED IN THE AVAILABLE INFORMATION. YOU ARE STRONGLY ADVISED TO TAKE INDEPENDENT LEGAL ADVICE IN RESPECT OF THE LEGALITY IN YOUR JURISDICTION OF YOUR PARTICIPATION IN THE TOKEN GENERATION EVENT.**

**TOKENS ARE NOT SHARES OR SECURITIES OF ANY TYPE. THEY DO NOT ENTITLE YOU TO ANY OWNERSHIP OR OTHER INTEREST IN CUDOS LIMITED. THEY ARE MERELY A MEANS BY WHICH YOU MAY BE ABLE TO UTILIZE THE PLATFORM. EXCEPT FOR THE PERFORMANCE OF THE SERVICES IN ACCORDANCE WITH SECTION 5(1) BY CUDOS LIMITED THERE IS NO GUARANTEE THAT THE PLATFORM WILL BE PROPERLY DEVELOPED OR SUCCESSFUL.**

**PLEASE READ THE ENTIRETY OF THIS “Legal Considerations, Risks and Disclaimer” SECTION CAREFULLY.**

You must read the following “Legal Considerations, Risks and Disclaimer” section in full before participating in the Company’s Token Generation Event (as defined in the Terms). This “Legal Considerations, Risks and Disclaimer” section applies to any and all information available in:

- (a) the latest version of the white paper which is to be formally issued by the Company in due course which shall be available from time to time for review at [www.cudos.org/whitepaper](http://www.cudos.org/whitepaper) and may change from time to time (the “**White Paper**”); and
- (b) the website located at [www.cudos.org](http://www.cudos.org) (the “**Website**” and together with the White Paper, referred to as the “**Available Information**”).

The contents of this “Legal Considerations, Risks and Disclaimer” section outlines the terms and conditions applicable to you in connection with (i) your use of the Website; and (ii) your participation in the Token Generation Event, in each case in addition to any other terms and conditions that we may publish from time to time relating to the Available Information and the Token Generation Event (such terms hereinafter referred to as the “**Terms**”). This “Legal Considerations, Risks and Disclaimer” section may be updated from time to time and will be published as part of the latest version of the White Paper which shall be available on the Website. You shall be obliged to read in full the latest available version of the White Paper available on the Website prior to participating in the Token Generation Event.

The information set forth in this “Legal Considerations, Risks and Disclaimer” section may not be exhaustive and does not imply any elements of a contractual relationship. While we make every reasonable effort to ensure that the Available Information is accurate and up to date, such material in no way constitutes professional advice. Individuals intending to participate in the Token Generation Event should seek independent professional advice prior to acting on any of the Available Information.

## 1. LEGAL CONSIDERATIONS

(1) The Company has used reasonable endeavours to approach the Token Generation Event in a responsible and sensible manner. Given the legal uncertain of distributed ledger technologies, businesses and activities as well as cryptocurrencies and cryptocurrency-related businesses and activities in a number of jurisdictions, the Company has spent time and resources to consider its business approach and where it proposes to operate now and in the future. The Company has worked with Hassans International Law Firm in respect of Gibraltar law matters. The Company has NOT taken any other legal advice in any other jurisdiction. As such, it is possible that the Company's CUDOS tokens described in the Available Information and which are the subject of the Token Generation Event (the "**Tokens**") may comprise a security in your jurisdiction or the offer for sale by the Company of the Tokens in your jurisdiction may be a regulated or prohibited activity and in either of these cases the Company may be liable for the same. The Company accepts no responsibility or liability to you in these or any other circumstances. You are strongly advised to take independent legal advice in respect of the legality in your jurisdiction of your participation in the Token Generation Event and purchase of Tokens.

(2) The principled-based regulations which relate to the use of distributed ledger technology for storing and transmitting value belonging to others came into effect on 1<sup>st</sup> January 2018. The Gibraltar Financial Services Commission has also announced that they will introduce Gibraltar regulations relating to public token sales which may come into effect at some point in 2020. The Company will use reasonable commercial endeavours to comply with all Gibraltar regulations and, to the extent reasonably practicable with the regulations of such other jurisdictions that it is able to. However, due to the current uncertain state of regulation relating to distributed ledger technology and token sales across the world, the Company cannot guarantee the legality of the Token Generation Event or the business platform to be developed as envisaged by the Available Information or the Company's ability to develop, structure and license any future Token functionality in every jurisdiction but the Company will use reasonable commercial endeavours to be responsive and compliant in the face of any regulatory inquiry.

(3) The Tokens are functional utility tokens designed for use only on the Company's business platform. The Tokens are not securities. In the event that you purchase Tokens, your purchase cannot be refunded or exchanged. You may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the Company. The Company does not recommend purchasing Tokens for speculative investment purposes. Tokens do not entitle you to any equity, governance, voting or similar right or entitlement in the Company or in any of its affiliated companies. Tokens are sold as digital products, similar to downloadable software, digital music and the like. The Company does not recommend that you purchase Tokens unless you have prior experience with cryptographic tokens, blockchain-based software and distributed ledger technology and unless you have taken independent professional advice.

(4) The Company may choose to make the Available Information in a number of different languages. In the event of any conflict between the English version of the Available Information and any foreign language version, the English language version will prevail.

## 2. REGIONAL RESTRICTIONS

(1) Citizens, nationals, residents (tax or otherwise), green card holders and/or Restricted Persons of any Restricted Jurisdiction are not permitted to participate and are expressly prohibited from participating in the Token Generation Event.

(2) The term "**Restricted Jurisdiction**" means and includes: (i) the United States of America; (ii) the People's Republic of China; (iii) South Korea; (iv) Vietnam; (v) Canada; and any other jurisdiction which prohibits or requires any supervision oversight licensing regulatory compliance legal compliance and/or prior approval from any regulatory (or similar) authority or body or form any monetary or securities body or authority for:

(a) the possession, dissemination or communication of the Available Information; and/or

(b) the participation in the Token Generation Event and/or the purchase of Tokens and/or the offer for sale of the Tokens or any similar activity or product.

(3) The term “**Restricted Persons**” refers to any firm, company, partnership, trust, corporation, entity, government, state or agency of a state or any other incorporated or unincorporated body or association, association or partnership (whether or not having separate legal personality) that is established and/or lawfully existing under the laws of a Restricted Jurisdiction (including in the case of United States of America, under the federal laws of the United States of America or under the laws of any of its States).

(4) The Tokens are not intended to constitute, and shall not constitute, equities or securities (of any nature whatsoever) in any jurisdiction. No part of the Available Information shall constitute a prospectus or offer document of any sort and the Available Information is not intended to constitute an offer of securities or a solicitation for investment in securities in any jurisdiction. The Company does not provide any opinion or any advice to purchase, sell, or otherwise transact with Tokens and the presentation, publication or communication of all or any part of the Available Information shall not form the basis of, or be relied upon in connection with, any contract or investment decision.

### 3. NO ADVICE

No part of the Available Information should be considered to be business, legal, financial or tax advice regarding the Company, the Tokens, the Token Generation Event or any of the matters to which all or any part of the Available Information relates. You should consult your own legal, financial, tax or other professional advisor regarding the Available Information. You should be aware that you may be required to bear the financial risk of any purchase of Tokens for an indefinite period of time.

### 4. LIMITATION OF LIABILITY

(1) In no event shall the Company or any of its current or former employees, officers, directors, partners, trustees, representative, agents, advisors, contractors, or volunteers of the Company (hereinafter the “**Company Representatives**”) be responsible or accountable or liable in any way whatsoever to any purchaser of Tokens for any loss of profits or otherwise or for any lost savings or for any incidental, direct, indirect, special or consequential damages in each case arising out of or from or in connection with:

- (a) any failure by the Company or any of its affiliated companies to deliver or realise all or any part of the project or the platform or the membership network or the Token features described in or envisaged by the Available Information;
- (b) your use or inability to use at any time the services or the products or the platform or the membership network or Tokens offered by the Company;
- (c) the breach of any of these Terms by the Company or by the Company Representatives or by you or by any third party;
- (d) any security risk or security breach or security threat or security attack or any theft or loss of data including but not limited to hacker attacks, losses of password, losses of private keys, or anything similar;
- (e) mistakes or errors in code, text, or images involved in the Token Generation Event or in any of the Available Information; or
- (f) any information contained in or omitted from the Available Information;
- (g) any expectation promise representation or warranty arising (or purportedly arising) from the Available Information;
- (h) the volatility in pricing of Tokens in any countries and/or on any exchange or market (regulated, unregulated, primary, secondary or otherwise);
- (i) the purchase use, sale, resale, redemption or otherwise of the Tokens; or
- (j) your failure to properly secure any private key to a wallet containing Tokens, (collectively, the “**Excluded Liability Matters**”).

(2) The Available Information and the Tokens are provided on an “as is” basis and without any representations or warranties of any kind, either express or implied. You assume all responsibility and risk with respect to your use of the Available Information and purchasing of any amount of Tokens and their use. If applicable law does not allow all or any part of the above limitation of liability to apply to you, the limitations will apply to you only to the maximum extent permitted by applicable law.



(3) To the maximum extent permitted by applicable law, you hereby irrevocably and unconditionally waive: (i) all and any claims (whether actual or contingent and whether as an employee, office holder, trustee, agent, principal or in any other capacity whatsoever or howsoever arising) including, without limitation, claims for or relating to the Excluded Liability Matters, any payment or repayment of monies, indemnity or otherwise that you may have against the Company or against any of the Company Representatives; and (ii) release and discharge the Company and all of the Company Representatives from any and all liability (of whatsoever nature or howsoever arising) it or they may have to you.

(4) If for any reason you hereafter bring or commence any action or legal proceeding in respect of any claim purported to be released and discharged pursuant to this paragraph or these Terms, or otherwise attempt to pursue any such claim against the Company or any Company Representative then you hereby irrevocably and unconditionally undertake to indemnify, and keep indemnified the Company and all Company Representatives fully on demand from and against:

- (a) all liabilities or losses suffered by the Company or any Company Representative; and
- (b) all reasonable costs, charges and reasonable expenses (including without limitation reasonable legal costs and expenses) reasonably and properly incurred by the Company or any Company Representative,

in each case by reason of or in connection with the bringing or commencement of such action or pursuit of such claim by you.

(5) If any provision or part-provision of this “Legal Considerations, Risks and Disclaimer” section is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this “Legal Considerations, Risks and Disclaimer” section shall not affect the validity and enforceability of the rest of this “Legal Considerations, Risks and Disclaimer” section.

(6) If any provision or part-provision of this agreement is deemed deleted under clause 6 (5), the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

(7) Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

(8) Nothing in the Contract limits any liability which cannot legally be limited, including [but not limited to] liability for:

- (a) death or personal injury caused by negligence; and
- (b) fraud or fraudulent misrepresentation.

(9) The aggregate combined liability of the Company arising out of or related to this “Legal Considerations, Risks and Disclaimer” section and/or the Tokens, whether arising out of or as a result of breach of contract, tort or otherwise, shall not exceed the total amount paid by the purchaser for the Tokens.

## **5. NO REPRESENTATION & WARRANTIES**

(1) The Company shall use reasonable endeavors to deliver the product outlined in the Available Information.

(2) Notwithstanding any other provision of these Terms or any statement made expressly or impliedly in the Available Information, the Company does not make or purport to make, and hereby disclaims, any representation warranty undertaking or covenant in any form whatsoever to any entity or person, including any representation warranty undertaking or covenant in relation to the truth, accuracy and completeness of any of the information set out in the Available Information.

## **6. REPRESENTATION & WARRANTIES BY YOU**

(1) By howsoever accessing and/or accepting possession or communication of all or any part of the Available Information, you represent and warrant (and shall be deemed to represent and warrant) to the

Company on the date of such access or on the latest date on which you retain possession of all or any part of the Available Information as follows:

- (a) you are over 18 (eighteen) years of age;
- (b) you agree and acknowledge that the Tokens do not constitute shares or equities or securities or financial instruments or investments in any form in any jurisdiction;
- (c) you agree and acknowledge that the Available Information does not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities in any jurisdiction or a solicitation for investment in securities and you are not bound to enter into any contract or binding legal commitment and no cryptocurrency or other form of payment is to be accepted on the basis of the Available Information;
- (d) you agree and acknowledge that no regulatory authority has examined or approved of the Available Information, no action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction and the publication, distribution or dissemination of all or any part of the Available Information to you does not imply that the applicable laws, regulatory requirements or rules have been complied with;
- (e) you agree and acknowledge that the Available Information, the undertaking and/or the completion of the Token Generation Event, or future trading of the Tokens on any exchange or market (regulated, unregulated, primary, secondary or otherwise), shall not be construed, interpreted or deemed by you as an indication of the merits of the Company, the Tokens, the Token Generation Event or the Available Information;
- (f) the distribution or dissemination of the Available Information any part thereof or any copy thereof, or acceptance of the same by you, is not prohibited or restricted by the applicable laws, regulations or rules in your jurisdiction, and where any restrictions in relation to possession are applicable, you have observed and complied with all such restrictions at your own expense and without liability to the Company;
- (g) you agree and acknowledge that in the case where you wish to purchase any Tokens, the Tokens are not to be construed, interpreted, classified or treated as:
  - (i) any kind of currency or commodity;
  - (ii) debentures, stocks or shares issued by any person or entity (whether the Company or otherwise);
  - (iii) rights, options or derivatives in respect of such debentures, stocks or shares;
  - (iv) rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss;
  - (v) units in a collective investment scheme;
  - (vi) units in a business trust;
  - (vii) derivatives of units in a business trust;
  - (viii) any other security or class of securities; or
  - (ix) any type of investment (as such term is defined by the Financial Services (Investments and Fiduciary Services) Act 1989 of Gibraltar (as amended or re-enacted from time to time) or as such term might be construed under similar legislation in any other part of the world);
- (h) you are fully aware of and understand that you are not eligible to purchase any Tokens or access the Available Information if you are a citizen, national, resident (tax or otherwise) and/or green card holder of a Restricted Jurisdiction or if you are a Restricted Person;
- (i) you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens, token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to understand these Legal Considerations and to appreciate the risks and implications of purchasing the Tokens;
- (j) you are fully aware and understand that in the case where you wish to purchase any Tokens, there are risks associated with: (A) the Company and its business and operations; (B) the Tokens; (C) the Token Generation Event; and (D) relying or acting on all or any part of the Available Information;
- (k) you agree and acknowledge that the Company is not liable for any direct indirect special incidental consequential or other losses of any kind in tort contract or otherwise (including but not limited to loss of revenue income or profits or loss of use or data or loss of reputation or loss of any economic or other opportunity of whatsoever nature or howsoever arising) arising out of or in connection with any acceptance of or reliance on the Available Information or any part thereof by you; and
- (l) all of the above representations and warranties are true, complete, accurate and not misleading from the time of your last access to and/or possession of (as the case may be) the Available Information.

## **7. CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS**

- (1) All statements contained in the Available Information, statements made in any press releases or in any place accessible by the public and oral statements that may be made by the Company or the Company

Representatives (as the case may be), that are not statements of historical fact, constitute “forward looking statements”. Some of these statements can be identified by forward-looking terms such as “aim”, “target”, “anticipate”, “believe”, “could”, “estimate”, “expect”, “if”, “intend”, “may”, “plan”, “possible”, “probable”, “project”, “should”, “would”, “will” or other similar terms. However, these terms are not the exclusive means of identifying forward-looking statements. All statements regarding the Company’s financial position, business strategies, plans and prospects and the future prospects of the industry which the Company is in are forward-looking statements. These forward-looking statements, including but not limited to statements as to the Company’s revenue profitability and growth, expected revenue profitability and growth, prospects, future plans, other expected industry trends and other matters discussed in the Available Information regarding the Company are matters that are not historic facts, but only estimations and predictions. The Company makes no representation or warranty on having made any predictions or estimates or expectations on the basis of any formula, any mathematical or scientific modelling or forecast, or having made any due and proper enquiries or having undertaken any independent research or studies or otherwise. These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the actual future results, performance or achievements of the Company to be materially different from any future results, performance or achievements expected, expressed or implied by such forward-looking statements. These factors include, amongst others:

- (a) changes in legal political social economic and stock or cryptocurrency market conditions and the regulatory environment in the countries in which the Company conducts its Token Generation Event its business and/or its operations;
- (b) the risk that the Company may be unable or execute or implement its business strategies and future plans;
- (c) changes in interest rates and exchange rates of fiat currencies and cryptocurrencies;
- (d) changes in the anticipated growth strategies and expected internal growth of the Company;
- (e) changes in the availability and fees payable to the Company in connection with its business and operations;
- (f) changes in the availability and salaries of employees who are required by the Company to operate its business and operations;
- (g) changes in preferences of customers of the Company;
- (h) changes in competitive conditions under which the Company operates, and the ability of the Company to compete under such conditions;
- (i) changes in the future capital needs of the Company and the availability of financing and capital to fund such needs;
- (j) war or acts of international or domestic terrorism;
- (k) occurrences of catastrophic events, natural disasters and acts of God that affect the businesses and/or operations of the Company;
- (l) other factors beyond the control of the Company; and
- (m) any risk and uncertainties associated with the Company and its business and operations, the Tokens, the Token Generation Event and reliance on all or any part of the Available Information.

(2) All forward-looking statements made by or attributable to the Company or Company Representatives are expressly qualified in their entirety by such factors. Given that risks and uncertainties that may cause the actual future results, performance or achievements of the Company to be materially different from that expected, expressed or implied by the forward-looking statements in the Available Information, undue reliance must not be placed on these statements.

(3) These forward-looking statements are applicable only as of the later of the Available Information. Neither the Company, the Company Representatives nor any other person represents, warrants and/or undertakes that the actual future results, performance or achievements of the Company will be as discussed in those forward-looking statements. The actual results, performance or achievements of the Company may differ materially from those anticipated in these forward-looking statements.

(4) Nothing contained in the Available Information is or may be relied upon as a promise, representation or undertaking as to the future performance or policies of the Company. Further, the Company disclaims any responsibility to update any of those forward-looking statements or publicly announce any revisions to those forward-looking statements to reflect future developments, events or circumstances, even if new information becomes available or other events occur in the future.

## 8. RISK FACTORS

(1) You should carefully consider and evaluate each of the following risk factors and all other information contained in these Terms before deciding to participate in the Token Generation Event. To the best of the Company's knowledge and belief, all risk factors which are material to you in making an informed judgment to participate in the Token Generation Event have been set out below. If any of the following considerations, uncertainties or material risks develops into actual events, the business, financial position and/or results of operations of the Company and the maintenance and level of usage of the Tokens could be materially and adversely affected. In such cases, the trading price of Tokens (in the case where they are listed on an exchange or market (regulated, unregulated, primary, secondary or otherwise)) could decline due to any of these considerations, uncertainties or material risks, and you may lose all or part of your Tokens or the economic value thereof.

### RISKS RELATING TO PARTICIPATION IN THE TOKEN GENERATION EVENT

(2) **There is no prior market for Tokens and the Token Generation Event may not result in an active or liquid market for the Tokens.**

(a) Prior to the Token Generation Event, there has been no public market for the Tokens. In the event that the Company ever decides to seek the approval for availability of the Tokens for trading on a cryptocurrency exchange or market, there is no assurance that such approval will be obtained. Furthermore, even if such approval is granted by a cryptocurrency exchange, there is no assurance that an active or liquid trading market for the Tokens will develop, or if developed, will be sustained after the Tokens have been made available for trading on such market. There is also no assurance that the market price of the Tokens will not decline below the original or issue purchase price (the "**Purchase Price**"). The Purchase Price may not be indicative of the market price of the Tokens after they have been made available for trading on a market.

(b) A Token is not a currency issued by any central bank or national, supra-national or quasi-national organisation, nor is it backed by any hard assets or other credit nor is it a commodity in the traditional sense of that word. The Company is not responsible for, nor does it pursue, the circulation and trading of Tokens on any market. Trading of Tokens will merely depend on the consensus on its value between the relevant market participants. No one is obliged to purchase any Token from any holder of the Token, including the purchasers, nor does anyone guarantee the liquidity or market price of Tokens to any extent at any time. Furthermore, Tokens may not be resold to purchasers who are citizens, nationals, residents (tax or otherwise) and/or green card holders of Restricted Jurisdictions or to Restricted Persons or to purchasers in any other jurisdiction where the purchase of Tokens may be in violation of applicable laws. Accordingly, the Company cannot ensure that there will be any demand or market for Tokens, or that the Purchase Price is indicative of the market price of Tokens after they have been made available for trading on any cryptocurrency exchange or market.

(3) **Future sales or issuance of the Tokens could materially and adversely affect the market price of Tokens.**

Any future sale or issuance of the Tokens would increase the supply of Tokens in the market and this may result in a downward price pressure on the Token. The sale or distribution of a significant number of Tokens outside of the Token Generation Event (including but not limited to issuance of Tokens to persons other than purchasers for purposes of community initiatives, business development, academic research, education and market expansion and issuance of Tokens as a reward to users of the Company's business platform or otherwise), or the perception that such further sales or issuance may occur, could adversely affect the trading price of the Tokens.

(4) **Negative publicity may materially and adversely affect the price of the Tokens.**

Negative publicity involving the Company, the Company's business platform, the Tokens or any of the key personnel of the Company and/or regulation of distributed ledger technologies, cryptocurrencies and/or crowdsales of tokens in any jurisdiction, may materially and adversely affect the market perception or market price of the Tokens, whether or not it is justified.

**(5) There is no assurance of any success of the Company's Token Generation Event or business platform as envisaged by the Available Information.**

The value of, and demand for, the Tokens hinges heavily on the performance of the Company's Token Generation Event and business platform and the continuous active engagement of its users and success of its contemplated business lines. There is no assurance that the Company's Token Generation Event will be successful or that its business platform will gain or continue to gain traction. While the Company has made every effort to provide a realistic estimate, there is also no assurance that the cryptocurrencies raised in the Token Generation Event will be sufficient for the development of the Company's business platform as detailed in the White Paper. For the foregoing or any other reason, the development of the Company's business platform and launch of the anticipated Token functionality may not be completed and there is no assurance that it will be launched at all. As such, distributed Tokens may hold little or no worth or value and this would impact any trading price and/or use of the Tokens.

**(6) The trading price of the Tokens may fluctuate following the Token Generation Event.**

The prices of cryptographic tokens in general tend to be relatively volatile, and can fluctuate significantly over short periods of time. The demand for, and the corresponding market price of, the Tokens may fluctuate significantly and rapidly in response to, among others, the following factors, some of which are beyond the control of the Company:

- (a) new technical innovations;
- (b) analysts' speculations, recommendations, perceptions or estimates of the Token's market price or the Company's financial and business performance;
- (c) changes in market valuations and token prices of entities with businesses similar to that of the Company that may be listed on the same cryptocurrency exchanges or markets as the Tokens;
- (d) announcements by the Company of significant events, for example partnerships, sponsorships or new product developments;
- (e) fluctuations in market prices and trading volume of cryptocurrencies on cryptocurrency exchanges or markets;
- (f) additions or departures of key personnel of the Company;
- (g) success or failure of the Company's management in implementing business and growth strategies; and/or
- (h) changes in conditions affecting the blockchain or financial technology industry, the general economic conditions or market sentiments, or other events or factors.

**(7) The funds raised in the Token Generation Event are exposed to risks of theft.**

The Company will make every effort to ensure that the funds received for the Token Generation Event will be securely held. Further, the Company may make every effort to ensure that the funds received by it from the Token Generation Event will be securely held through the implementation of security measures. Notwithstanding such security measures, there is no assurance that there will be no theft of the cryptocurrencies as a result of hacks, sophisticated cyber-attacks, distributed denials of service or errors, vulnerabilities or defects on the Token Generation Event website, in the smart contract(s) on which the Token Generation Event relies, on the Ethereum blockchain or any other blockchain, or otherwise. Such events may include, for example, flaws in programming or source code leading to exploitation or abuse thereof. In such event, even if the Token Generation Event is completed, the Company may not be able to receive the cryptocurrencies raised and the Company may not be able to use such funds for the development of the Company's business platform. In such case, the launch of the Company's business platform might be temporarily or permanently curtailed. As such, distributed Tokens may hold little worth or value and this would impact their trading price.

**RISKS RELATING TO THE COMPANY**

**(8) The Company's business platform.**

Any events or circumstances which adversely affect the Company or any of its successor or affiliated operating entities may have a corresponding adverse effect on the Company's business platform, including but not

limited to the development, structuring and launch of the Company's business platform. Such adverse effects would correspondingly have an impact on the utility, liquidity, and the trading price of the Tokens.

**(9) The Company may be materially and adversely affected if it fails to effectively manage its operations as its business develops and evolves, which would have a direct impact on its ability to develop, maintain or operate the Company's business platform and/or develop, structure and/or license any Token functionality.**

The financial technology and cryptocurrency industries in which the Company competes have grown rapidly over the past few years and continue to evolve in response to new technological advances, changing business models, shifting regulations and other factors. As a result of this constantly changing environment, the Company may face operational difficulties in adjusting to the changes, and the sustainability of the Company will depend on its ability to manage its operations, ensure that it hires qualified and competent employees, and provides proper training for its personnel. As its business evolves, the Company must also expand and adapt its operational infrastructure. The Company's business will in part rely on its blockchain-based software systems, cryptocurrency wallets or other related token storage mechanisms, blockchain technology and smart contract technology. All of these systems, tools, and skillsets represent complex, costly, and rapidly changing technical infrastructure. In order to demonstrate continued ability to effectively manage technical support infrastructure for the Company's business platform and the future functionality of the Tokens, the Company will need to continue to upgrade and improve its data systems and other operational systems, procedures, and controls. These upgrades and improvements will require a dedication of resources and are likely to be complex and increasingly rely on hosted computer services from third parties that the Company does not or will not control. If the Company is unable to adapt its systems and organisation in a timely, efficient, and cost-effective manner to accommodate changing circumstances, its business, financial condition and/or results of operations may be adversely affected. If the third parties whom the Company relies on are subject to a security breach or otherwise suffer disruptions that impact the services the Company uses, the integrity and availability of its internal information could be compromised, which may consequently cause the loss of confidential or proprietary information and/or economic loss. The loss of financial, labour or other resources, and any other adverse effect on the Company's business, financial condition and/or operations, would have a direct adverse effect on the Company's ability to develop maintain or operate the Company's business platform and/or to develop, structure and/or license the anticipated Token functionality. Any adverse effects affecting the Company business or technology are likely to also adversely impact the utility, liquidity, and trading price of the Tokens.

**(10) The Company may experience system failures, unplanned interruptions in its network or services, hardware or software defects, security breaches or other causes that could adversely affect the Company's infrastructure network, and/or the Company's business platform.**

(a) The Company is not able to anticipate when there would be occurrences of hacks, cyber-attacks, distributed denials of service or errors, vulnerabilities or defects in: the Company's business platform, in the smart contracts on which the Company or the Company's business platform relies, or on the Ethereum or any other blockchain. Such events may include, for example, flaws in programming or source code leading to exploitation or abuse thereof. The Company may not be able to detect such hacks, cyber-attacks, distributed denials of service errors vulnerabilities or defects in a timely manner, and may not have sufficient resources to efficiently cope with multiple service incidents happening simultaneously or in rapid succession.

(b) The Company's network or services, which would include the Company's business platform and, if successfully structured, developed, licensed and launched, the Token functionality, could be disrupted by numerous events, including natural disasters, equipment breakdown, network connectivity downtime, power losses, or even intentional disruptions of its services, such as disruptions caused by software viruses or attacks by unauthorized users, some of which are beyond the Company's control. There can be no assurance that cyber-attacks, such as distributed denials of service, will not be attempted in the future or that the Company's security measures will be effective. The Company may be prone to attacks on its infrastructure intended to steal information about its technology, financial data or user information or take other actions that would be damaging to the Company and/or holders of the Tokens. Any significant breach of the Company's security measures or other disruptions resulting in a compromise of the usability, stability, and security of the Company's business platform may adversely affect the utility, liquidity and/or trading price of the Tokens.

**(11) The Company may in the future be dependent in part on the location and data center facilities of third parties.**

(a) The Company's future infrastructure network may be established in whole or in part through servers which it owns and/or houses at the location facilities of third parties, and/or servers that it rents at data center facilities of third parties. If the Company is unable to renew its data facility leases on commercially reasonable terms or at all, the Company may be required to transfer its servers to a new data center facility, and may incur significant costs and possible service interruption in connection with the relocation. These facilities are also vulnerable to damage or interruption from, among others, natural disasters, arson, terrorist attacks, power losses, and telecommunication failures.

(b) Additionally, the third-party providers of such facilities may suffer a breach of security as a result of third-party action, employee error, malfeasance or otherwise, and a third party may obtain unauthorised access to the data in such servers. The Company and the providers of such facilities may be unable to anticipate these techniques or to implement adequate preventive measures.

**(12) General global market and economic conditions may have an adverse impact on the Company's operating performance, results of operations and/or cash flows.**

(a) The Company could continue to be affected by general global economic and market conditions. Challenging economic conditions worldwide have from time to time, contributed, and may continue to contribute, to slowdowns in the information technology industry at large. Weakness in the economy could have a negative effect on the Company's business, operations and financial condition, including decreases in revenue and operating cash flows, and inability to attract future equity and/or debt financing on commercially reasonable terms. Additionally, in a down-cycle economic environment, the Company may experience the negative effects of a slowdown in trading and usage of the Company's business platform and may delay or cancel the development, structuring, licensing and/or launch of the anticipated Token functionality.

(b) Suppliers on which the Company relies for servers, bandwidth, location and other services could also be negatively impacted by economic conditions that, in turn, could have a negative impact on the Company's operations or expenses. There can be no assurance, therefore, that current economic conditions or worsening economic conditions or a prolonged or recurring recession will not have a significant, adverse impact on the Company's business, financial condition and results of operations, and hence, the Company's business platform and/or the ability to develop, structure, license and/or launch any Token functionality. Any such circumstances would then correspondingly negatively impact the utility, liquidity, and/or trading price of the Tokens.

**(13) The Company or the Tokens may be affected by newly implemented regulations.**

(a) Distributed ledger technologies, businesses and activities as well as cryptocurrencies and cryptocurrency-related businesses and activities are generally unregulated worldwide, but numerous regulatory authorities across jurisdictions have been outspoken about considering the implementation of regulatory regimes which govern distributed ledger technologies, businesses and activities as well as cryptocurrencies and cryptocurrency-related businesses and activities. The Company or the Tokens may be affected by newly implemented regulations relating to distributed ledger technologies, businesses and activities as well as cryptocurrencies and cryptocurrency-related businesses and activities, including having to take measures to comply with such regulations, or having to deal with queries, notices, requests or enforcement actions by regulatory authorities, which may come at a substantial cost and may also require substantial modifications to the Company's business platform and/or the anticipated Token functionality. This may impact the appeal or practicality or functionality of the Company's business platform and/or the anticipated Token functionality for users and result in decreased usage of and demand for the Company's business platform and the Tokens. Further, should the costs (financial or otherwise) of complying with such newly implemented regulations exceed a certain threshold, maintaining the Company's business platform and/or developing, structuring, licensing and/or launching the Token functionality may no longer be commercially viable, and the Company may opt to discontinue the Company's business platform and/or the anticipated Token functionality, and/or the Tokens. Further, it is difficult to predict how or whether governments or regulatory authorities may implement any changes to laws and regulations affecting

distributed ledger technology and its applications, including the Company's business platform and/or the anticipated Token functionality, and/or the Tokens.

(b) The Company may also have to cease operations in a jurisdiction that makes it illegal to operate in such jurisdiction, or make it commercially unviable or undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction. In scenarios such as the foregoing, the utility, liquidity, and/or trading price of Tokens will be adversely affected and/or Tokens may cease to be traded.

(14) **There may be unanticipated risks arising from the Tokens.**

Cryptographic tokens such as the Tokens are a relatively new and dynamic technology. In addition to the risks included in the above discussion of risk factors, there are other risks associated with your purchase, holding, and use of the Tokens, including those that the Company cannot anticipate. Such risks may further appear as unanticipated variations or combinations of the risks discussed above.

## 9. PRIVACY POLICY

By purchasing Tokens, you agree to your personal data, (i.e., your e-mail address, name, address and other details personal to you) being processed by the Company for its business purposes or the purposes of building, promoting, and communicating (about) the Company's business platform and the Tokens. The Company agrees to keep your email address and other personal data private and not share it with the public (e.g., by including it on any external lists or selling to any third parties).

## 10. DISCLAIMER

The presentation of the Available Information is solely for informational purposes. Anyone interested in purchasing Tokens and participating in the Token Generation Event should consider the various risks prior to making any kind of decision in respect of the Token Generation Event. The Available Information does not comprise any advice by the Company or the Company Representatives, or any recommendation to any recipient of the Available Information, by the virtue of any participation in the Token Generation Event or otherwise. The Available Information does not necessarily identify, or claim to identify, all the risk factors connected with the Company, the Company's business platform, the Tokens, the Token Generation Event, any future Token functionality or the Available Information. All the participants must make their own independent evaluation, after making such investigations as they consider essential, of the merits of participating in the Token Generation Event and after taking their own independent professional advice. Any participant in the Token Generation Event should check with and rely upon their own investment, accounting, legal and tax representatives and consultants in respect of such matters concerning the Company, the Company's business platform, the Tokens, the Token Generation Event, any future Token functionality and the Available Information and to assess separately the financial risks, consequences and appropriateness of the purchase of Tokens, or if in any doubt about the facts set out in the Available Information. **A purchase of Tokens comprises considerable risk and might involve extraordinary risks that may lead to a loss of all or a significant portion of monies or monetary value utilised to acquire Tokens.** Participants in the Token Generation Event are urged to completely understand, be aware of and accept the characteristics of the Company, the Company's business platform, the Tokens, the Token Generation Event, any future Token functionality and the Available Information. **If you are not prepared to accept any or all of these Terms or the risks set out in these Terms then YOU ARE URGED NOT TO PARTICIPATE IN THE TOKEN GENERATION EVENT. No guarantee or assurance is given by the Company or the Company Representatives that the Company's proposals, objectives and/or outcomes set out in the Available Information will be achieved in whole or in part. You are urged to consider whether participation in the Token Generation Event is suitable for you having regard to your personal and financial circumstances and your financial resources.**

## 11. RESTRICTIONS ON DISTRIBUTION AND DISSEMINATION OF THE AVAILABLE INFORMATION

(a) The distribution or dissemination howsoever of all or any part of the Available Information may be prohibited or restricted by the laws, regulatory requirements and rules of certain jurisdictions. In the case where any such restriction applies, you are responsible for informing yourself in respect of the same and for observing any such restrictions which are applicable to your possession and/or dissemination of all or any part of the Available Information at your own expense and without liability to the Company.



(b) Persons to whom a copy of all or any part of the Available Information has been distributed or disseminated, provided access to or who otherwise have all or any part of the Available Information in their possession shall not circulate it to any other persons, reproduce or otherwise distribute any information contained herein for any purpose whatsoever nor permit or cause the same to occur.

## **12. NO OFFER OF SECURITIES OR REGISTRATION**

(a) No part of the Available Information constitutes a prospectus or offer document of any sort and is not intended to constitute an offer of securities or a solicitation for investment in securities in any jurisdiction. No person is bound to enter into any contract or binding legal commitment and no cryptocurrency or other form of payment is to be accepted on the basis of all or any part of the Available Information. Any agreement in relation to any sale and purchase of Tokens is to be governed by the terms and conditions of such agreement and no other document. In the event of any inconsistencies between the terms and conditions of that agreement and the Available Information, those terms and conditions shall prevail.

(b) You are not eligible to purchase any Tokens in the Token Generation Event if you are a citizen, resident (tax or otherwise) or green card holder of a Restricted Jurisdiction or you are a Restricted Person. No regulatory authority has examined or approved of any of the Available Information. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of the Available Information does not imply that the applicable laws, regulatory requirements or rules have been complied with.

## **13. GOVERNING LAW**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Gibraltar.