



**DICE Money Ltd**

UK company 11215852

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**Terms & Conditions of Token Sale for Crowdfunding**

**(“Terms and Conditions” relating to the sale and purchase of tokens (“Token(s)”))**

**The Buyer accepts all the Terms and Conditions by clicking in the check box and/or continuing the performing of these Terms and Conditions and sending ETH to Company ewallet’s address.**

**General Terms**

1. DICE Money Ltd (“Company”) is developing the blockchain technology enabled platforms as further described in the White Paper updated and/or amended from time to time at the sole discretion of Company (“White Paper”).
2. “Token(s)” shall mean an encrypted software, token, coin, or otherwise created or formed by Company under an ERC-20 token(s) or similar ones.
3. “Platform” shall mean Platform that Token is based on an Ethereum blockchain technology and where Ethereum (ETH) shall be used or enhanced as an operation platform (“Platform”).
4. No Assurance: Company intends to develop Platform in the manner as generally described in the White Paper; however, there is no assurance that the development of Platform will be carried on the time and the modalities described, or that there will ever be a functional platform.
5. Buyer, has made known, understands and accepts that Token is not backed up with any value(s) or asset(s) of any kind and Token has no economic value at the time of issuance for sale. Buy is made known that Company shall have no control of the value of Tokens and there is no guarantee that Tokens shall carry any value or appreciation of value.
6. There are no rights of any kind, no guarantees of any returns, no expectations of returns, no uses of attributed to or vested with Tokens, whether Tokens be used, circulated or traded in Platform or not.

7. Tokens are in no way be deemed as a form of securities, shares, debentures, collective investment scheme of Company and in no way be held represented to be securities, shares or debentures, collective investment scheme of Company; no right of dividends is attached or conveyed to or vested with Tokens, no right of voting is attached or conveyed to or vested with Tokens, no right of repayment and no right of any kind is attached or conveyed to or vested with Tokens.
8. Company will do the commercially best endeavors to procure Tokens to be listed in certain token exchanges and listing of such token exchanges is subject to the listing rules or requirements of such exchanges; however, there is no assurance that this will happen and Company shall not be responsible for any failure to list Tokens due to whatever reason.
9. Company shall have the right to delay, to hold, to refuse, to cancel or to revoke any Token purchase requests at any time at its sole discretion.
10. Buyer acknowledges, understands and agrees that the proceeds from the sale of Tokens (“Proceeds”) will be utilized by Company at its sole discretion for any other purpose other than the purposes as stated in White Paper and shall not challenge the use of Proceeds.

#### **Token Status**

11. Financial Instrument: The sale of Tokens and Tokens themselves shall by no means be deemed as securities, debentures, collective investment schemes, commodities, swaps or either securities or commodities or a financial instrument of any kind (“Financial Instrument”). Purchases and sales of Tokens are not subject to the protections of any laws governing those types of Financial Instruments. Terms and Conditions herein and all other documents referred to hereto or attached herein including White Paper do not constitute a prospectus or offering document, and are not an offer, nor an offer to sell, nor the solicitation of an offer to buy any Financial Instrument. White Paper is not an offer to sell of whatever in form or instance in general. It is Buyer’s will and initiative to enter into this Terms and Conditions. Buyer represents that Buyer does not rely on any Company Parties’ (as defined in Section 13) representation.

#### **Disclaimer and Limitation of liabilities**

12. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY COMPANY, (A) TOKENS ARE SOLD ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, AND COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED

WARRANTIES AS TO TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY STANDARD, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND OR NON-INFRINGEMENT OF ANY RIGHTS; (B) COMPANY DOES NOT REPRESENT OR WARRANT THAT TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET ANY REQUIREMENTS, OR THAT DEFECTS IN TOKENS WILL BE CORRECTED; AND (C) COMPANY CANNOT AND DO NOT REPRESENT OR WARRANT THAT TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

13. To the fullest extent permitted by applicable law, Buyer releases Company and its directors, officers, employees, advisors, consultants, and or agents (“Company Parties”) from 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, holders and or beneficiaries and or any acts or omissions of third parties.
14. Buyer understands and agrees that Company and Company Parties shall not be liable to any or all liabilities to Buyer in connection with any force majeure event, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.
15. Notwithstanding any provisions to the contrary in Terms and Conditions, in no event shall either Party be liable to the other Party or any other party for loss of profits, loss of business, loss of earnings, loss of use, loss of (anticipated) savings, or for indirect, consequential or punitive loss or damages, howsoever arising and whether or not the former Party had notice of the same.

### **Security and Taxes**

16. Buyers are responsible for implementing reasonable measures for securing the ewallet, vault or other storage mechanism Buyer uses to receive and to hold Tokens, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If any private key(s)

or other access credentials are lost, Buyers may lose access to their Tokens. Company shall not be responsible for any such losses or any other losses.

17. The purchase price of Tokens is exclusive of any or all taxes (“Tax”). Buyer acknowledges, understands and agrees that: (a) the purchase and receipt of Tokens may have tax consequences for Buyer; (b) Buyer is solely responsible for Buyer’s compliance with Buyer’s tax obligations; and (c) Company bears no liability or responsibility with respect to any tax consequences to Buyer. For the purpose of Terms and Conditions, Tax shall mean a tax is any contribution imposed by a government or authority upon individuals or corporation, for the use and service of a state, a territory or country, whether under the name of toll, tribute, tallage, gabel, impost, duty, customs, excise, subsidy, aid, supply, or other name. For clarity, Buyer shall be responsible for his or her own tax.

**Buyers’ Representation and Warranties:**

18. Buyer’s Eligibility

- i. Website and Tokens are not offered for use to natural and legal persons, having their habitual residence or their seat of incorporation in Restricted Areas as set forth and detailed in Exhibit B herein.
- ii. Natural and legal persons with their habitual residence or seat of incorporation from Restricted Areas shall not use Website and Tokens. None of the activities of Company take place in Restricted Areas and Company never offer Tokens to such Restricted Areas. Should any persons or legal persons from Restricted Areas who has/have entered into Terms and Conditions by any means, it is deemed that any ETH received shall be donated to Company unconditionally and shall not be returned. At the sole discretion of Company, any Token(s) sent to such ewallet(s) shall be returned to Company at the request of Company.
- iii. Company reserves its right to decide in its own discretion to adopt reasonable organisational and technical measures to assure that Website and Tokens are not available to any persons or legal persons from Restricted Areas. Due to Tokens being offered on the Internet (meaning both the worldwide web and the Ethereum Blockchain) Company and Buyer respectively understands that there is a possibility that there might be a certain “flow back” of Tokens to natural and legal persons with their habitual residence or seat of incorporation located in Restricted Areas. Company consequently explicitly prohibits any persons or legal persons from Restricted Areas

from using Tokens. Company shall not be held liable for any legal or monetary consequence arising of such use. Such persons using Tokens despite the prohibition shall on first request indemnify and hold harmless Company and Company Parties from any legal or monetary consequence arising of their breach of the terms as described in this paragraph. Any person, matching the criteria of and or in Restricted Areas shall immediately stop using Tokens and leave Website.

- iv. If Buyer is registering to use Platform on behalf of a legal entity, Buyer represents and warrants that (a) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and (b) Buyer is duly authorized by such legal entity to act on its behalf.
- v. Buyer further represents and warrants that Buyer: (a) is of legal age to form a binding contract (at least 18 years old in most of the jurisdictions); (b) has full power and authority to enter into Terms and Conditions and in doing so will not violate any other agreement to which Buyer is a party; (c) are not located in, under the control of, or a national or resident of any Restricted Areas; (d) has not been placed on any of the sanctions lists, published and maintained by the United Nations, the European Union, any EU country, the UK Treasury and the US Office of Foreign Assets Control (OFAC); (e) will not use Tokens if any applicable laws in jurisdiction of Buyer's habitual residence or incorporations prohibit Buyer from doing so in accordance with Terms and Conditions; (f) has a deep understanding of the functionality, usage, storage of cryptographic tokens, smart contracts, and blockchain-based software; (g) have carefully reviewed the content of Terms and Conditions and has understood and agreed with Terms and Conditions; (h) will contribute Ether (ETH) from a ewallet or ewallet service provider that technically supports Tokens; and (i) Buyer is not obtaining Tokens for the purpose of speculative investment.

19. By transferring Ether (ETH) or the crypto currencies to the smart contract system, as explained in General Terms, to purchase Tokens, Buyer represents and warrants to Company that:

- i. Buyer has read and fully understand Terms and Conditions and advices from independent legal and financial advisors have been sought prior to this purchase;
- ii. Buyer has sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens like Bitcoin and Ether, token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to understand Terms and Conditions and to appreciate the risks;
- iii. Buyer has obtained sufficient information about to make an informed decision to purchase Tokens;

- iv. Buyer understands the restrictions and risks associated with the creation of Tokens by the Smart Contract System as set forth herein, and acknowledge and assume all such risks;
- v. Buyer understands, acknowledges and assumes the risks associated with the purchase, holding and use of Tokens;
- vi. Buyer understands that Tokens confer only the right to receive services on the Platform, and confer no other rights of any form with respect to Platform or Company or its corporate affiliates, including, but not limited to, any voting, distribution, dividends, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
- vii. Buyer understands that Platform may never be active or it may be active in modalities that differs from the one as mentioned in White Paper;
- viii. Buyer's purchase of Tokens shall observe all applicable laws and regulations in the jurisdiction of the Buyer;
- ix. Buyer is purchasing Tokens at his or her name and not purchasing Tokens on behalf of someone else in order to bypass a selling limitation;
- x. The funds that Buyer is using to purchase Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and that Buyer will not use Tokens to finance, engage in, or otherwise support any unlawful activities.

#### **Dispute Resolutions**

- 20. Any disputes shall be referred to and finally resolved by arbitration under the UK Arbitration Centre under the rules in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the Parties. The seat, or legal place, of arbitration shall be the United Kingdom. The language to be used in the arbitral proceedings shall be English. The governing law of the Terms and Conditions shall be the UK law without referring to any conflicts of law principles. The arbitration award shall be final and binding on the Parties.
- 21. Any dispute arising out of or related to Terms and Conditions is personal and Company and shall be resolved solely through individual arbitration and shall not be brought as a class arbitration, class action or any other type of representative proceeding(s). 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.

### **Miscellaneous**

22. Company may modify Terms and Conditions from time to time by posting a revised or an updated version on its Website. The modified, updated or revised terms will become effective upon posting. It is Buyer's responsibility to check the Website regularly for modifications to Terms and Conditions.
23. Terms and Conditions, including the exhibits attached hereto and the materials incorporated herein by reference, constitutes the entire agreement between Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by Company about Token, Platform, Blockchain Tokens or any other tokens on Platform.
24. Terms and Conditions will terminate upon the completion of all sales in token distribution. Company reserves the right to terminate Terms and Conditions, at its sole discretion, in the event that Buyer breaches and terms or conditions of Terms and Conditions. Upon termination of Terms and Conditions: (a) all of Buyer's rights under Terms and Conditions immediately terminate; (b) Buyer is not entitled to a refund of any amount paid; and (c) all other articles of Terms and Conditions will continue to apply in accordance with their terms.
25. The failure by Company to exercise or enforce any right or provision of Terms and Conditions will not constitute a present or future waiver of such right or provision nor limit Company's right to enforce such right or provision at a later time. All waivers by Company must be unequivocal and in writing to be effective.
26. Buyer agrees and acknowledges that all agreements, notices, disclosures and other communications that Company provides Buyer pursuant to Terms and Conditions or in connection with or related to Buyer's purchase of Tokens, including Terms and Conditions, may be provided by Company, in its sole discretion, to Buyer, in electronic form.

## Exhibit A: Risk Factors

- 1. Legal risks regarding securities regulations** There is a risk that in some jurisdictions Tokens might be considered to be a security, or that it might be considered to be a security in the future. Company does not give warranties or guarantees that Tokens are not a security in all jurisdictions. Each Buyer of Tokens shall bear its own legal or financial consequences of Tokens being considered a security in their respective jurisdiction. Every Buyer is bound to check if acquisition and disposal of Tokens is legal in its jurisdiction, and by accepting Terms and Conditions, each Buyer undertakes not to use Tokens should their use not be legal in the relevant jurisdiction.

Acquiring cryptographic tokens in possession and exchanging them for other cryptographic tokens will most likely continue to be scrutinized by various regulatory bodies around the world, which has so far given mixed reactions and regulatory impact. The legal ability of Company to provide Tokens in some jurisdictions may be eliminated by future regulation or legal actions. In the event, it turns out with a high degree certainty that Tokens are not legal in certain jurisdiction, Company will either a) cease operations in that jurisdiction, or b) adjust Tokens in a way to comply with the regulation should that be possible and viable.

- 2. Risks associated with the Ethereum protocol** Tokens are based on the Ethereum protocol. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause the Tokens to malfunction or function in an unexpected or unintended manner. Ether, the native unit of account of the Ethereum Protocol may itself lose value in ways similar to Tokens, and also other ways. More information about the Ethereum protocol is available at <http://www.ethereum.org>
- 3. Risk of unfavourable regulatory action in one or more jurisdiction** Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Ethereum network and associated blockchain networks and Tokens could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of digital tokens like Tokens, which could impede or limit their existence, permissibility of their use and possession, and their value.



4. **Risk of theft and hacking** Hackers or other groups or organizations may attempt to interfere with the third-party wallet of Buyer, Website or the availability of Tokens in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.
  
5. **Risk of security weaknesses in Website and Tokens source code or any associated software and/or infrastructure** There is a risk that Website and Tokens may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of Tokens.
  
6. **Risk of weaknesses or exploitable breakthroughs in the field of cryptography** Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies, Ethereum Platform, Tokens, which could result in the theft or loss of Tokens.
  
7. **Risk of mining attacks** As with other decentralized cryptocurrencies, the Ethereum Blockchain, which is used for Tokens, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “*selfish-mining*” attacks, and race condition attacks. Any successful attacks present a risk to Tokens, expected proper execution and sequencing of Tokens, and expected proper execution and sequencing of Ethereum contract computations in general. Despite the efforts of Company and Ethereum Foundation, the risk of known or novel mining attacks exists. Mining Attacks, as described above, may also target other blockchain networks, with which Tokens interact with and consequently Tokens may be impacted also in that way to the extent, described above.
  
8. **Risk of low or no liquidity** Even though there are currently online services available, which enable possibility of exchange of cryptographic tokens between themselves, and also, some of them enable exchange of cryptographic tokens for fiat money, there are no warranties and/or guarantees given that Tokens will be listed or made available for exchange for other cryptographic

tokens and/or fiat money, and no guarantees are given whatsoever with the capacity (volume) of such potential exchange. It shall be explicitly cautioned, that such exchange, if any, might be subject to poorly-understood regulatory oversight, and Company does not give any warranties in regard to any exchange services providers. Buyers might be exposed to fraud and failure. In any case, Company will not enable exchange Tokens for fiat currency. Buyer may not at any given time be able to acquire or dispose of its Tokens due to lack of liquidity.

9. **Risk of loss of value** Value of Tokens may fluctuate and their Buyers might suffer loss in value of such acquired tokens. There might be different reasons that would cause unfavourable fluctuations of the value of Tokens. There is a risk that Buyer may suffer a complete loss.

10. **Risk of uninsured losses** Tokens are unlike bank accounts or accounts at some other financial institutions entirely uninsured.

11. **Risk of malfunction in the Ethereum network or any other Blockchain** It is possible that the Ethereum network or any other network, to which Tokens are interacting with, malfunctions in an unfavourable way, including but not limited to one that results in the loss of Tokens.

12. **Internet transmission risks** Buyer acknowledges that there are risks associated with using Tokens including, but not limited to, the failure of hardware, software, and Internet connections. Buyer acknowledges that Company shall not be responsible for any communication failures, disruptions, errors, distortions or delays Buyer may experience when using Website and Tokens, howsoever caused.

13. **Unanticipated risks** Cryptocurrencies and blockchain are new and untested technology. In addition to the risks set forth here, there are risks that Company cannot foresee and it is unreasonable to believe that such risks could have been foreseeable. Risks may further materialize as unanticipated.

**14. Insufficient interest in Company and Tokens** It is possible that Company or Tokens will not be used by a large number of individuals, businesses and other organisations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of Company. Company will contract with developers to help build Company's products, and is working with third-party developers around the world to create an interest in Company. However, Company cannot predict the success of these development efforts or the efforts of other third parties.

**15. Tokens, as developed, may not meet Buyer's expectations** Platform and Service are currently under development and may undergo significant changes before release. Buyer's expectations regarding the form and functionality of Tokens may not be met upon release of new Website, Service, additional products and services for any number of reasons, including a change in the design and implementation plans and execution of the implementation of Tokens.

**16. Platform may never be completed or released** Platform described may never be released and operational, even though Company will make reasonable efforts to complete such platform and Service.

**17. Total Loss** Buyers should understand that Tokens may have no value and Buyer may lose all amounts paid.

**18. Risk of loss of key** A private key, or a combination of private keys, is necessary to control and dispose of Token stored in your ewallet or vault. Accordingly, loss of requisite private key(s) associated with Buyer's digital wallet or vault storing Token will result in loss of such Token. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a ewallet or vault service Buyer's use, may be able to misappropriate Buyer's Tokens. Any errors or malfunctions caused by or otherwise related to the ewallet or vault Buyer chooses to receive and store Tokens, including Buyer's own failure to properly maintain or use such digital wallet or vault, may also result in the loss of Tokens.

19. **Risk of Tax imposed** The tax characterization of Token is uncertain. Buyer must seek his or her own tax advice in connection with purchasing Token, which may result in adverse tax consequences to Buyer, including withholding taxes, income taxes and tax reporting requirements.

**Exhibit B: Restricted Areas**

**Buyer shall be referred as “You” in this Exhibit**

**(A) If You are a Resident of the United States of America, You won’t be allowed to purchase Tokens:**

TOKENS WILL NOT BE AND HAVE NOT BEEN REGISTERED WITH THE SEC UNDER THE US SECURITIES ACT OF 1933, AS AMENDED (THE “US SECURITIES ACT”) OR ANY STATE SECURITIES LAWS OF THE UNITED STATES OF AMERICA (“U.S.”) OR IN ANY JURISDICTION IN THE WORLD. “U.S.” MEANS THE UNITED STATES OF AMERICA, ITS TERRITORIES AND POSSESSIONS, ANY STATE OF THE UNITED STATES OF AMERICA AND THE DISTRICT OF COLUMBIA. THUS, TOKENS MAY NOT BE OFFERED, SOLD OR DELIVERED IN THE U.S. OR TO OR FOR THE ACCOUNT OR BENEFIT OF U.S. PERSONS AS DEFINED IN REGULATION S UNDER THE U.S. SECURITIES ACT (A “U.S. PERSON”). **YOU REPRESENT THAT YOU ARE NOT LOCATED IN THE U.S. AND ARE NOT PARTICIPATING IN THE OFFER FROM THE U.S. OR ARE ACTING ON A NONDISCRETIONARY BASIS FOR A PRINCIPAL LOCATED OUTSIDE THE U.S. THAT YOU ARE NOT GIVING AN ORDER TO PARTICIPATE IN THE OFFER FROM THE U.S. YOU ARE NOT ENTITLED TO PARTICIPATE IN TOKEN SALE AND MAY NEITHER DIRECTLY NOR INDIRECTLY PURCHASE TOKENS THROUGH ANY MEANS, BE IT ON THE PRIMARY OR THE SECONDARY MARKET.** COMPANY WILL TAKE TECHNICAL MEASURES TO MAKE SURE THAT U.S. PERSONS CANNOT PARTICIPATE (“U.S. BAN”). IF YOU, VIA TECHNICAL AND/OR OTHER MEANS CIRCUMVENT COMPANY’S U.S. BAN, COMPANY WILL HAVE FULFILLED ITS DUTY AND WILL NOT BE HELD LIABLE FOR ANY BREACH OF U.S. REGULATIONS, INCLUDING, BUT NOT LIMITED TO, THE U.S. SECURITIES ACT (“BREACH”). IN CASE COMPANY WILL BE HELD LIABLE ANYHOW DUE TO SUCH BREACH, YOU WILL FULLY INDEMNIFY COMPANY FOR ANY DAMAGE INCURRED, FEES LEVIED ETC. AS A RESULT OF SUCH BREACH.

**(B) If You are a Resident of a Country in the European Economic Area, You’re not allowed to purchase Tokens unless You are a Qualified Investor:**

DUE TO THE DIRECTIVE 2003/71/EC AND AMENDMENTS THERETO, INCLUDING THE 2010 PD AMENDING DIRECTIVE (DIRECTIVE 2010/73/EC), TO THE EXTENT IMPLEMENTED IN THE RELEVANT MEMBER STATE (“PROSPECTUS DIRECTIVE”), WITH EFFECT FROM AND INCLUDING THE DATE ON WHICH THE PROSPECTUS DIRECTIVE IS IMPLEMENTED IN A MEMBER STATE OF THE EUROPEAN ECONOMIC AREA (“RELEVANT DATE OF IMPLEMENTATION”), THAT HAS IMPLEMENTED THE PROSPECTUS DIRECTIVE (“RELEVANT MEMBER STATE”), **AN OFFER OF TOKENS MAY NOT BE MADE TO THE PUBLIC IN THAT RELEVANT MEMBER STATE OTHER THAN:**

- (i) TO ANY LEGAL ENTITY WHICH IS A QUALIFIED INVESTOR AS DEFINED IN THE PROSPECTUS DIRECTIVE;**
- (ii) TO FEWER THAN 150 NATURAL OR LEGAL PERSONS WITH REGARDS TO EACH RELEVANT MEMBER STATE (OTHER THAN QUALIFIED INVESTORS AS DEFINED IN THE PROSPECTUS DIRECTIVE), AS PERMITTED UNDER THE PROSPECTUS DIRECTIVE; OR**
- (iii) PROVIDED THAT NO SUCH OFFER OF SECURITIES SHALL REQUIRE COMPANY TO PUBLISH A PROSPECTUS PURSUANT TO ARTICLE 3 OF THE PROSPECTUS DIRECTIVE.**

THE EXPRESSION AN “OFFER OF TOKENS TO THE PUBLIC” IN ANY RELEVANT MEMBER STATE MEANS THE PROLIFERATION OF IN ANY FORM PRESENTED COMMUNICATION AND BY ANY MEANS OF SUFFICIENT INFORMATION ON THE TERMS OF THE OFFER SO AS TO ENABLE YOU TO DECIDE TO PURCHASE OR SUBSCRIBE FOR TOKENS, AS THE EXPRESSION MAY BE VARIED IN THAT RELEVANT MEMBER STATE BY ANY MEASURE IMPLEMENTING THE PROSPECTUS DIRECTIVE IN THAT MEMBER STATE. COMPANY RETAINS THE RIGHT TO ASK YOU TO PROVIDE PROOF OF YOUR BEING A QUALIFIED INVESTOR. IF YOU FAIL TO PROVIDE PROOF OR YOU SURPASS THE ALLOWED NUMBER OF INVESTORS PER RELEVANT MEMBER STATE, COMPANY WILL NOT ALLOW YOU TO PURCHASE TOKENS AND RETURN WHATEVER FUNDS YOU HAVE USED TO PARTICIPATE TO THE ADDRESS USED. IF YOU FAIL TO COOPERATE IN THE RETURN OF THE FUNDS, COMPANY RETAINS THE RIGHT TO DONATE THE ASSETS TO A CHARITY AT COMPANY’S SOLE DISCRETION.

**(C) If You are a Resident of Switzerland:**

**TOKENS will not be listed on any regulated stock exchange, such as SIX Swiss Exchange, or SIX.** Terms and Conditions have been prepared without regard to the legal standards for prospectuses under art. 1156 or art. 652a of the Swiss Code of Obligations or the legal standards for facilitated prospectuses under art. 5 of the Collective Investment Schemes Act (“CISA”) or art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange in Switzerland. **Neither Terms and Conditions nor any other material relating to the Offer, Company or Tokens will be or have been filed with or approved by any Swiss regulatory authority. Specifically, Terms and Conditions will not be filed with, and the Offer of Tokens will not be supervised by, the Swiss Financial Market Supervisory Authority.** Furthermore, the Offer of Tokens has not been and will not be authorized under the CISA. Thus, the protection which is given to

purchasers of interests or units in collective investment schemes under the CISA does not extend to purchasers of Tokens.

**(D) If You are a Resident of the United Kingdom, You're not allowed to purchase Tokens unless You are a Relevant Person:**

TERMS AND CONDITIONS AND OTHER DOCUMENTS IN CONNECTION WITH THE OFFER OF TOKENS ARE NOT FOR DISTRIBUTION TO PERSONS WHOSE PLACE OF RESIDENCE, SEAT OR HABITUAL ABODE IS IN THE UNITED KINGDOM. This does not apply, however, to persons who (i) have professional experience in matters relating to investments or (ii) are persons falling within Article 49 (2) (a) to (d) ("high net worth companies, unincorporated associations etc.") of The Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 in the United Kingdom or (iii) to whom it may otherwise lawfully be passed on (all such persons together being referred to as "Relevant Persons"). IF YOU YOUR PLACE OF RESIDENCE, SEAT, OR HABITUAL ABODE IS IN THE UNITED KINGDOM AND YOU ARE NOT A RELEVANT PERSON, YOU MAY NOT PARTICIPATE IN THE PURCHASE OF TOKENS, DIRECTLY OR INDIRECTLY, ON THE PRIMARY OR THE SECONDARY MARKET. BY PURCHASING TOKENS, YOU REPRESENT THAT YOU ARE A RELEVANT PERSON WITH REGARDS TO THE REGULATIONS. FALSELY REPRESENTING TO BE A RELEVANT PERSON WILL LEAD TO YOUR OBLIGATION TO INDEMNIFY COMPANY FOR ANY DAMAGE AND OR FEES INCURRED AS A RESULT OF A BREACH OF THE REGULATIONS IN THIS SECTION. COMPANY RETAINS THE RIGHT TO ASK YOU TO PROVIDE PROOF OF YOUR BEING A RELEVANT PERSON. IF YOU FAIL TO PROVIDE PROOF, COMPANY WILL NOT ALLOW YOU TO PURCHASE TOKENS AND RETURN WHATEVER FUNDS YOU HAVE USED TO PARTICIPATE TO THE ADDRESS USED. IF YOU FAIL TO COOPERATE IN THE RETURN OF THE FUNDS, COMPANY RETAINS THE RIGHT TO DONATE THE ASSETS TO A CHARITY AT COMPANY'S SOLE DISCRETION. Terms and Condition and its contents are confidential and should not be distributed, published or reproduced (in whole or in part) or disclosed by recipients to any other persons in the United Kingdom.

**(E) If You are a Resident of Singapore, You're not allowed to purchase Tokens unless You are a Relevant Person:**

TERMS AND CONDITIONS AND ANY OTHER DOCUMENT OR MATERIAL IN CONNECTION WITH THE OFFER OR SALE, OR INVITATION FOR SUBSCRIPTION OR PURCHASE, OF TOKENS MAY NOT BE CIRCULATED OR DISTRIBUTED, NOR MAY TOKENS BE OFFERED OR SOLD, OR BE MADE THE SUBJECT OF AN INVITATION FOR SUBSCRIPTION OR PURCHASE, WHETHER DIRECTLY OR INDIRECTLY, TO PERSONS IN SINGAPORE. This does not apply, however, to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA"), (ii) to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA, (iii) where the transfer is by operation of law; (iv) as specified in Section 276(7) of the SFA or (v) pursuant to, and in accordance with the conditions of, any other applicable provisions of the SFA ("Relevant Person"). Terms and

Conditions will not be and have not been filed and/or registered as a prospectus with the Monetary Authority of Singapore (“MAS”). IF YOU YOUR PLACE OF RESIDENCE, SEAT OR HABITUAL ABODE IS IN SINGAPORE AND YOU ARE NOT A RELEVANT PERSON YOU MAY NOT PARTICIPATE IN THE PURCHASE OF TOKENS DIRECTLY OR INDIRECTLY, ON THE PRIMARY OR THE SECONDARY MARKET. BY PURCHASING TOKENS, YOU REPRESENT THAT YOU ARE A RELEVANT PERSON WITH REGARDS TO THE REGULATIONS MENTIONED IN THIS SECTION. FALSELY REPRESENTING TO BE A RELEVANT PERSON WILL LEAD TO YOUR OBLIGATION TO INDEMNIFY COMPANY FOR ANY DAMAGE AND OR FEES INCURRED AS A RESULT OF A BREACH OF THE REGULATIONS IN THIS SECTION. COMPANY RETAINS THE RIGHT TO ASK YOU TO PROVIDE PROOF OF YOUR BEING A RELEVANT PERSON. IF YOU FAIL TO PROVIDE PROOF, COMPANY WILL NOT ALLOW YOU TO PURCHASE TOKENS AND RETURN WHATEVER FUNDS YOU HAVE USED TO PARTICIPATE TO THE ADDRESS USED. IF YOU FAIL TO COOPERATE IN THE RETURN OF THE FUNDS, COMPANY RETAINS THE RIGHT TO DONATE THE ASSETS TO A CHARITY AT COMPANY’S SOLE DISCRETION.

**(F) If You are a Resident of Canada, You’re not allowed to purchase Tokens:**

THE INFORMATION CONTAINED HEREIN SHALL BE CONSTRUED TO BE AN OFFERING OF TOKENS ONLY IN THE JURISDICTIONS AND TO THE THOSE PERSONS WHERE AND TO WHOM THEY MAY LAWFULLY OFFERED FOR SALE. TOKENS HAVE NOT BEEN NOR WILL THEY BE QUALIFIED FOR SALE TO THE PUBLIC UNDER APPLICABLE CANADIAN SECURITIES LAWS AND, ACCORDINGLY, ANY OFFER AND SALE OF TOKENS IN CANADA WILL BE MADE ON A BASIS WHICH IS EXEMPT FROM THE PROSPECTUS REQUIREMENTS OF CANADIAN SECURITIES LAWS. THE INFORMATION CONTAINED HEREIN IS NOT AND SHALL UNDER NO CIRCUMSTANCES BE CONSTRUED TO FORM A PROSPECTUS, AN ADVERTISEMENT OR A PUBLIC OFFERING OF TOKENS IN CANADA. Any resale of Tokens must be made in accordance with, or pursuant to an exemption from, or in a transaction not subject to, the prospectus requirements of those laws. In addition, in order to comply with the dealer registration requirements of Canadian securities laws, any resale of Tokens must be made either by a person not required to register as a dealer under applicable Canadian securities laws, or through an appropriately registered dealer or in accordance with an exemption from the dealer registration requirements. IF YOU RESIDE IN CANADA, YOU REPRESENT THAT YOU HAVE LEARNED OF THIS OFFER BY YOUR OWN INITIATIVE AND YOU WERE NOT SOLICITED BY COMPANY, OTHERWISE YOU MAY NOT PARTICIPATE IN THE PURCHASE OF TOKENS. YOU ARE REQUIRED TO OBTAIN LEGAL ADVICE FROM A CANADIAN LAWYER TO VERIFY WHETHER THE RESALE OF TOKENS IS ALLOWED IN YOUR JURISDICTION.

**(G) If You are a Resident of Hong Kong, You’re not allowed to purchase Tokens unless You are a Professional Investor:**

TOKENS MAY NOT BE SOLD OR OFFERED IN HONG KONG BY MEANS OF ANY DOCUMENT OTHER THAN (I) TO “PROFESSIONAL INVESTORS” WITHIN THE MEANING OF THE SECURITIES AND FUTURES ORDINANCE (CAP.571, LAWS OF HONG KONG) AND ANY RULES MADE THEREUNDER

OR (II) IN CIRCUMSTANCES WHICH DO NOT CONSTITUTE AN OFFER TO THE PUBLIC WITHIN THE MEANING OF THE COMPANIES ORDINANCE (CAP.32, LAWS OF HONG KONG),OR (III) in other circumstances, which do not result in the document within the meaning of the Companies Ordinance (Cap.32, Laws of Hong Kong or its replacement act or ordinance or regulations of similar legal status or effect) being a “prospectus”. No advertisement, invitation, or document relating to Tokens may be issued to any person for the purpose of issue (in each case whether in Hong Kong or elsewhere) other than with respect to Tokens which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder. IF YOUR PLACE OF RESIDENCE, SEAT, OR HABITUAL ABODE IS IN HONG KONG AND YOU ARE NOT A PROFESSIONAL INVESTOR, YOU MAY NOT PARTICIPATE IN THE PURCHASE OF TOKENS, DIRECTLY OR INDIRECTLY, ON THE PRIMARY OR SECONDARY MARKET. BY PURCHASING TOKENS, YOU REPRESENT THAT YOU ARE A PROFESSIONAL INVESTOR WITH REGARD TO THE REGULATIONS SET OUT IN THIS SECTION. FALSELY REPRESENTING TO BE A RELEVANT PERSON WILL LEAD TO YOUR OBLIGATION TO INDEMNIFY COMPANY FOR ANY DAMAGE AND OR FEES INCURRED AS A RESULT OF A BREACH OF THE REGULATIONS IN THIS SECTION. COMPANY RETAINS THE RIGHT TO ASK YOU TO PROVIDE PROOF OF YOUR BEING A RELEVANT PERSON. IF YOU FAIL TO PROVIDE PROOF, COMPANY WILL NOT ALLOW YOU TO PURCHASE TOKENS AND RETURN WHATEVER FUNDS YOU HAVE USED TO PARTICIPATE TO THE ADDRESS USED. IF YOU FAIL TO COOPERATE IN THE RETURN OF THE FUNDS, COMPANY RETAINS THE RIGHT TO DONATE THE ASSETS TO A CHARITY AT COMPANY’S SOLE DISCRETION.

**(H) If You are a Resident of Japan, You’re not allowed to purchase Tokens:**

TOKENS HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE FINANCIAL INSTRUMENTS AND EXCHANGE ACT, AS AMENDED (THE “FIEA”). THIS DOCUMENT IS NOT AN OFFER OF SECURITIES FOR SALE, DIRECTLY OR INDIRECTLY, IN JAPAN OR TO, OR FOR THE BENEFIT OF, ANY RESIDENT OF JAPAN (which term as used herein means any person residing in Japan, including any corporation or entity organized under the laws of Japan) or to others for reoffer or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan, except pursuant to an exemption from the securities registration requirements under the FIEA and otherwise in compliance with such law and any other applicable laws, regulations and ministerial guidelines of Japan. IF YOU RESIDE IN JAPAN, YOU REPRESENT THAT YOU HAVE LEARNED OF THIS OFFER BY YOUR OWN INITIATIVE AND YOU WERE NOT SOLICITED BY COMPANY OTHERWISE YOU MAY NOT PARTICIPATE IN THE PURCHASE OF TOKENS. FALSE REPRESENTATION WILL LEAD TO YOUR OBLIGATION TO INDEMNIFY COMPANY FOR ANY DAMAGE AND OR FEES INCURRED AS A RESULT OF A BREACH OF THE REGULATIONS IN THIS SECTION.

**(I) If You are a Resident of the Russian Federation, You’re not allowed to purchase Tokens:**

NEITHER TOKENS NOR A DOCUMENT QUALIFYING AS A PROSPECTUS IN RELATION TO TOKENS



WILL BE OR HAS BEEN REGISTERED WITH THE CENTRAL BANK OF THE RUSSIAN FEDERATION OR ANY OTHER AUTHORITY. The Information contained herein is not an invitation to sell, purchase, exchange or otherwise transfer securities of foreign financial instruments to or for the benefit of any Russian person or entity, with the exception and to the extent permitted by applicable law of and to qualified investors as defined under securities laws of the Russian Federation. This document is not, within the meaning of securities laws of the Russian Federation an advertisement in relation to a placement or public circulation, unless otherwise permitted by applicable securities laws of the Russian Federation. By purchasing Tokens, You represent that You are legally entitled to purchase TOKENS pursuant to the laws and regulations of the Russian Federation. FALSE REPRESENTATION WILL LEAD TO YOUR OBLIGATION TO INDEMNIFY COMPANY FOR ANY DAMAGE AND OR FEES INCURRED AS A RESULT OF A BREACH OF THE APPLICABLE LAWS AND REGULATIONS OF THE RUSSIAN FEDERATION.

**(J) If You are a Resident of India, You're not allowed to purchase Tokens:**

The information and or documents contained herein are not and shall not be construed to be a prospectus. TOKENS WILL NOT BE OR HAVE NOT BEEN REGISTERED WITH ANY AUTHORITY. You must seek legal advice as to whether You are entitled to subscribe for the purchase of Tokens pursuant to the relevant laws and regulations of India. By purchasing Tokens, You represent that You are legally entitled to purchase Tokens pursuant to the laws and regulations of India. FALSE REPRESENTATION WILL LEAD TO YOUR OBLIGATION TO INDEMNIFY COMPANY FOR ANY DAMAGE AND OR FEES INCURRED AS A RESULT OF A BREACH OF THE APPLICABLE LAWS AND REGULATIONS OF INDIA.

**(K) If You are a Resident of the People's Republic of China You're not allowed to purchase TOKENS:**

TOKENS MAY NOT BE OFFERED OR SOLD DIRECTLY OR INDIRECTLY IN THE PEOPLE'S REPUBLIC OF CHINA ("CHINA", NOT INCLUDING TAIWAN OR HONG KONG AND MACAU SPECIAL ADMINISTRATIVE REGIONS). THE INFORMATION CONTAINED HEREIN DOESN'T ESTABLISH AN OFFER OR A SOLICITATION OF AN OFFER TO INVEST WITHIN CHINA. The information contained herein has not and will not be approved by a relevant governmental body and/or authority within China and may not be supplied to the public in China or used in connection with any offer for the subscription or sale of Tokens in China. YOU REPRESENT THAT YOU ARE NOT LOCATED IN CHINA AND ARE NOT PARTICIPATING IN THE OFFER FROM CHINA OR ARE ACTING ON A NONDISCRETIONARY BASIS FOR A PRINCIPAL LOCATED OUTSIDE CHINA; THAT YOU ARE NOT GIVING AN ORDER TO PARTICIPATE IN THE OFFER FROM CHINA. YOU ARE NOT ENTITLED TO PARTICIPATE IN THE TOKEN SALE AND MAY NEITHER DIRECTLY NOR INDIRECTLY PURCHASE TOKENS THROUGH ANY MEANS, BE IT ON THE PRIMARY OR THE SECONDARY MARKET. COMPANY WILL TAKE TECHNICAL MEASURES TO MAKE SURE CHINESE RESIDENTS CANNOT PARTICIPATE ("CHINA BAN"). IF YOU, VIA TECHNICAL AND/OR OTHER MEANS CIRCUMVENT

COMPANY'S CHINA BAN, COMPANY'S WILL HAVE FULFILLED ITS DUTY AND WILL NOT BE HELD LIABLE FOR ANY BREACH OF CHINESE REGULATIONS ("BREACH"). IN CASE COMPANY'S WILL BE HELD LIABLE ANYHOW DUE TO SUCH BREACH, YOU WILL FULLY INDEMNIFY COMPANY FOR ANY DAMAGE INCURRED, FEES LEVVIED ETC. AS A RESULT OF SUCH BREACH. IF YOU FAIL TO COOPERATE IN THE RETURN OF THE FUNDS, COMPANY RETAINS THE RIGHT TO DONATE THE TOKENS TO A CHARITY AT COMPANY'S SOLE DISCRETION.

**(L) If You are a Resident of Taiwan, You're not allowed to purchase Tokens:**

TOKENS WILL NOT BE AND HAVE NOT BEEN REGISTERED WITH THE FINANCIAL SUPERVISORY COMMISSION OF TAIWAN, THE REPUBLIC OF CHINA ("TAIWAN") PURSUANT TO THE APPLICABLE SECURITIES LAWS AND REGULATIONS OF TAIWAN. TOKENS MAY NOT BE OFFERED WITHIN TAIWAN THROUGH A PUBLIC OFFERING OR IN CIRCUMSTANES WHICH CONSTITUTE AN OFFER WITHIN THE MEANING OF THE SECURITIES AND EXCHANGE LAW OF TAIWAN, ONE WHICH WOULD REQUIRE APPROVAL OR REGISTRATION BY/WITH THE FINANCIAL SUPERVISORY COMMISSION OF TAIWAN. No legal or natural person has received authorization to offer or sell Tokens in Taiwan.

**(M) If You are a Resident of South Korea, You're not allowed to purchase Tokens:**

The information contained herein is not, and shall under no circumstances be construed as, a public offering of securities in South Korea. Tokens will not be and have not been registered under the Securities and Exchange Act or any other law and/or regulation applicable. Tokens may not be offered and/or sold directly or indirectly in South Korea with the exception of the case where the applicable laws and regulations of South Korea allow for such an offer or sale. By purchasing Tokens, you represent that you're authorized to engage in the purchase of Tokens pursuant to the applicable laws and regulations of South Korea. FALSE REPRESENTATION WILL LEAD TO YOUR OBLIGATION TO INDEMNIFY COMPANY FOR ANY DAMAGE AND OR FEES INCURRED AS A RESULT OF A BREACH OF THE REGULATIONS IN THIS SECTION.

**(N) If You are a resident of an embargo jurisdiction (such as: Iran, Democratic People's Republic of Korea, Syria, Sudan, Cuba), You're not allowed to purchase Tokens:**

You are not entitled to participate in the Token Sale and may neither directly nor indirectly purchase Tokens through any means, be it on the primary or the secondary market. Company will take technical measures to make sure You cannot participate. If You, via technological and/or other means circumvent Company's check, Company will have fulfilled its duty and will not be liable for breach of any US Embargo Restrictions.