

## AIDUS

### TERMS OF AIDUS token SALE

**Last updated: September 20, 2018**

**IMPORTANT NOTICE:** PLEASE READ THESE TERMS OF AIDUS token SALE CAREFULLY. NOTE THAT THIS AGREEMENT CONTAINS PROVISIONS WHICH AFFECT YOUR LEGAL RIGHTS. NOTE THAT ARTICLE 14 CONTAINS A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER. WE RECOMMEND YOU CONSULT A LEGAL, FINANCIAL, TAX OR OTHER PROFESSIONAL ADVISOR FOR FURTHER GUIDANCE PRIOR TO PARTICIPATING IN THE AIDUS token SALE.

IT IS MANDATORY FOR YOU TO ACCEPT THESE TERMS IN ORDER TO PARTICIPATE IN THE AIDUS token SALE. BY REGISTERING ON AIDUS WHITELIST AND/OR BY MAKING A CONTRIBUTION TO AIDUS FOR THE PURCHASE OF AIDUS Tokens DURING THE TOKEN SALE YOU WILL BE BOUND BY THESE TERMS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT REGISTER ON THE WHITE LIST AND DO NOT PURCHASE AIDUS Tokens. WE DO NOT RECOMMEND PURCHASING AIDUS token FOR SPECULATIVE OR INVESTMENT PURPOSES.

Your (the "User(s)", "you", "Purchaser(s)") purchase of AIDUS token (as defined below) during the AIDUS token Sale (as defined below) from AIS FOUNDATION being the issuer and seller of AIDUS Tokens and AISYS GLOBAL being the operator of business related to AIDUS (both collectively referred to as "AIDUS ", "we", "our", the "Company"), organised and existing under the laws of Singapore, is subject to these Terms of AIDUS token Sale ("Terms"). Each of you and AIDUS may be referred to herein as the "Party", and together as "Parties". Terms "AIDUS", "we", "our" and the "Company", as used herein, also refer to other entities within AIDUS' group of companies, including entities which develop, maintain and operate AIDUS tokens and ADFP.

If you have any questions as to these Terms, please contact us at [info@aidus.io](mailto:info@aidus.io).

## **1. AIDUS token and ADFP(AIDUS Decentralized Fund Platform)**

1.1. ADFP (AIDUS Decentralized Fund Platform) is a decentralized fund market platform system using cryptographic Tokens (AIDUS Tokens), which have certain functionalities inside ADFP. AIDUS is aimed at innovation of global asset management market by establishing and operating safe and decentralized fund market system based on blockchain utilizing smart contracts. For a more detailed description of AIDUS please refer to our website at <https://aidus.io> (the "Website") and our whitepaper at <https://whitepaper.aidus.io>. Please note that the information contained on the Website and in the whitepaper is of descriptive nature only, is not binding and does not form a part of these Terms.

1.2. The AIDUS token (the "AIDUS token") is a digital product that is an ERC20 compatible cryptographic token generated by AIDUS and designed for the ADFP platform. The AIDUS token is intended to be a cryptographically secured representation of Purchaser's rights to receive certain services through AIDUS. Description of the AIDUS token and its functionality is attached as the Exhibit A hereto.

1.3. You acknowledge, understand and agree that the ownership of AIDUS Tokens does not grant the right to receive any profits, income, payments, returns, dividends from AIDUS and AIDUS group of companies.

AIDUS Tokens are not intended to be a digital currency, security, commodity, bond, debt instrument or any kind of financial instrument or investment carrying equivalent rights, nor are AIDUS Tokens intended to represent any form of money or legal tender in any jurisdiction, nor any representation of money (including electronic money). Accordingly, any protections offered by the applicable law in relation to the purchase, holding and/ or sale of the instruments and/or investments referred to in this clause shall not apply to any contribution made under these Terms for the purchase of Tokens or to your holding or sale of Tokens.

## **2. ELIGIBILITY AND THE WHITELIST**

THE KUWAIT, NORTH KOREA, SOUTH KOREA, SINGAPORE, CUBA, IRAN, SYRIA, CRIMEA REGION (UKRAINE) AND PEOPLE REPUBLIC OF CHINA (EXCEPT FOR HONG KONG, TAIWAN AND MACAU)

CITIZENS AND RESIDENTS, AND U.S. PERSONS (AS DETERMINED IN THE TERMS OF USE OF THE WEBSITE INCORPORATED HEREIN) ARE STRICTLY PROHIBITED FROM PARTICIPATING IN THE AIDUS token SALE DUE TO VARIOUS TAXATION AND REGULATORY ISSUES, AND MAY NOT PURCHASE AIDUS token NEITHER DURING THE TOKEN SALE, NOR ON THE SECONDARY MARKET, UNLESS WE EXPRESSLY DIRECT OTHERWISE.

2.1. In order to be eligible to participate in the Token Sale (as defined below) you must be at least 18 years old (in case of individuals) or older, if the country of your residence determines a higher age restriction, and have your own Ethereum wallet that supports the ERC-20 token standard in order to receive AIDUS Tokens you purchase from us (the "Token Receipt Address"). We reserve the right to prescribe additional guidance regarding specific wallet requirements.

2.2. AIDUS Tokens shall be sold to the pre-approved list of Purchasers (the "Whitelist"), therefore, in order to be eligible to participate in the Token Sale you will have to undergo AIDUS' whitelisting process (the "Whitelisting Process"). For this purpose, on our Website you will be prompted to provide your full name (the name of an entity you represent, if applicable), your address and country of residence, e-mail address, your Token Receipt Address and the amount in USD that you are planning to contribute during the Token Sale. You will be also asked to provide a scan copy of a document that identifies you and, if deemed appropriate by the Company, a proof of address. Once the abovementioned information and documents are submitted, we will process them and send a confirmation to your e-mail address, you will need to verify your e-mail address by following a unique link contained in our letter. And then we will inform you of the successful completion of the Whitelisting Process.

2.3. Some or all of Purchasers may be further required to provide additional information, data or documents under our KYC "know your customer" AML/CTF and customer due diligence procedures (the "AML procedures"). In case we, in our sole discretion, determine that you need to undergo our AML procedures, we shall inform you of such decision and provide further instructions.

2.4. Your participation in the Token Sale shall always be subject to passing our Whitelisting Process and AML procedures. This means that you shall not be able to participate in the Token Sale and purchase AIDUS Tokens in case you refuse or fail to pass the Whitelisting Process and/or AML procedures, if applicable.

### 3. THE TOKEN SALE

**3.1. General Terms of the Token Sale.** The general terms of the token sale as like hard cap, soft cap, sale schedule, the exchange rate and volume of issuance, e.t.c are subject to the conditions announced on the AIDUS website (<https://aidus.io>).

**3.2. The Purchase Price and Payments.** The purchase price of the token and the payment method are subject to the conditions announced on the AIDUS website (<https://aidus.io>).

**3.3. Purchase Procedure.** During the Token Sale you will be able to purchase AIDUS Tokens, and you can check the purchase procedure on the AIDUS website.

3.4. "AIDUS' smart contract" on the Ethereum blockchain is for the purposes of creating its own Tokens, AIDUS Tokens, and issuing such AIDUS Tokens to the Purchasers' Token Receipt Addresses. The address of AIDUS' smart contract shall be published on our Website and telegram channel <https://t.me/aidusofficial> .

**3.5. Payment of Purchase Amount.** You must transfer the Purchase Amount in ETH to the address of AIDUS' smart contract. Make sure to use this exact address for sending ETH during the Token Sale. In case you contribute during the First Day of the Token Sale, the Purchase Amount must be received by us during the First Day of the Token Sale, otherwise we might treat such contribution as made on the Second Day of the Token Sale or later. In other cases, the Purchase Amount must be received by us before the End of the Token Sale. If we have not received the Purchase Amount in accordance with these Terms before the End of the Token Sale, we reserve the right to void your purchase and refuse to accept your payment of the Purchase Amount. We reserve the right, in our sole discretion, to modify any of the timelines described herein to account for network congestion or other technical challenges. Your purchase is not guaranteed until we receive your Purchase Amount in full.

**3.6. Delivery of AIDUS Tokens.** We shall deliver the amount of AIDUS Tokens you purchase to your Token Receipt Address immediately after receipt of your Purchase Amount, subject to ordinary Ethereum blockchain waiting periods and subject to the risks specified in these Terms.

**3.7. Suspension and Abortion of the Token Sale.** At any time during the Token Sale and at its sole discretion, the Company may by notice on the Website, temporarily or permanently suspend the Token Sale for security or legal reasons and such suspension shall take effect from the moment of publication of such notice until the same is updated or removed from the Website (the "Suspension Period"). At any time before the End of the Token Sale the Company may permanently abort the Token Sale for security reasons and such abortion shall be deemed to commence from the moment when we publish a notice to that effect on the Website. You agree not to send Purchase Amounts during such Suspension Period and after the abortion of the Token Sale, and accept the risk that any contributions sent during such period may be lost in its entirety. Company is not responsible or liable for returning or refunding any losses incurred by you due to AIDUS' Smart Contract. AIDUS shall deploy a smart contract system (the sending a contribution during a Suspension Period or after the abortion of the Token Sale).

**3.8. Change in the Token Sale Dates.** We reserve the right, in our sole discretion, to change the date and/or time when the Token Sale starts and further reserve the right in our sole discretion, to extend the duration of the Token Sale up to 4 times with each extension being up to 20 days a maximum of 24 months (the "Extension Period"), for any reason, including the unavailability of the Website or other unforeseen security or procedural issues. During the Extension Period, we reserve the right to implement and/or change the Terms of AIDUS token Sale.

**3.9. Failure to Follow the Procedures.** Failure to follow the procedures set forth in these Terms and otherwise in connection with the Token Sale may result in Purchaser not receiving any AIDUS Tokens. During the Token Sale, receipt or purchase of AIDUS Tokens through any other means other than through the Website are not sanctioned or agreed to in any way by AIDUS .

**3.10. Restriction on Transfers.** AIDUS Tokens purchased by you during the Token Sale shall not be transferable (shall be locked) until the End of the Token Sale.

**3.11. The Application of Contributions.** The application of your contribution shall be determined by us acting in our sole and absolute discretion and we shall be under no obligation to inform you or otherwise verify how your contribution is used. On the receipt of your contribution, such contribution shall immediately become the sole and exclusive property of the Company.

## 4. ACKNOWLEDGEMENT

**4.1. Acknowledgement of risks.** By purchasing AIDUS Tokens you expressly acknowledge and agree that there are risks associated with purchasing, owning, and using AIDUS Tokens for the provision or receipt of services through AIDUS , as disclosed and explained in Exhibit B. BY PURCHASING AIDUS TOKENS YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS, INCLUDING THAT AIDUS TOKENS MAY HAVE NO VALUE.

**4.2. Not an Offering of Securities.** Purchaser acknowledges and agrees that the sale of AIDUS Tokens and the Tokens themselves are not an investment, security, share or equity interest, debt or loan nor a derivative instrument of any of the foregoing. These Terms and all other documents referred to herein do not constitute a prospectus or offering document and are not an offer to sell nor the solicitation of an offer to buy an investment, security, share, equity interest or debt nor a derivative interest of any of the foregoing.

**4.3. Not an Investment.** Purchaser should not participate in the Token Sale or Purchase AIDUS Tokens for investment purposes. The Purchase of AIDUS Tokens pursuant to these Terms is not designed for investment purposes and should not be considered as a type of investment. Purchaser acknowledges, understands and agrees that Purchaser should not expect, and there is no guarantee or representation or warranty by AIDUS , that (a) AIDUS Tokens will be listed for trading on any exchange, or (b) AIDUS will be adopted as described in AIDUS ' whitepaper and not in a different or modified form.

**4.4. Not for Speculation.** Purchaser acknowledges and agrees that Purchaser is not purchasing AIDUS Tokens for purposes of investment or speculation, or for immediate resale, or other financial purposes. Purchaser acknowledges and agrees that the Purchaser has no expectation of economic benefit or profit from purchasing AIDUS Tokens. Purchaser agrees that if the Purchaser determines to transfer AIDUS Tokens, Purchaser will not portray AIDUS Tokens to prospective transferees as an investment opportunity to obtain an economic benefit or profit.

**4.5. No other rights Created.** The purchase of AIDUS Tokens (a) does not provide Purchaser with rights of any type with respect to AIDUS or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary or other financial or legal rights, (b) is not

a loan to AIDUS and (c) does not provide Purchaser with any ownership or other interest in AIDUS .

## **THESE TERMS AND OTHER AGREEMENTS**

5.1. Unless otherwise stated herein, these Terms only regulate and govern your purchase of AIDUS Tokens during the Token Sale and your use of AIDUS' smart contract. Any use of AIDUS Tokens in AIDUS and the use of platform itself shall be governed by other applicable terms, conditions, agreements and policies.

5.2. The use of the Website ([https://AIDUS .io](https://AIDUS.io)) is governed by the Terms of Use, as may be amended from time to time, which can be found through the Terms of Use link. Please refer to our Privacy Policy, as may be amended from time to time, which can be found through the Privacy Policy link, to understand how we collect, use and share your information. The Terms of Use and Privacy Policy are hereby incorporated by reference. Purchaser has read, understands and agrees to those Terms of Use and Privacy Policy.

5.3. In case of a discrepancy between provisions of Terms of Use, Privacy Policy and provisions of these Terms, provisions of these Terms shall prevail.

## **REFUSAL OF PURCHASE AND REFUNDS**

6.1. All purchases of AIDUS Tokens from us during the Token Sale are final, and there are no refunds or cancellations except as set forth herein or as may be required by applicable law or regulation.

6.2. AIDUS reserves the right to refuse or reject any contribution made at any time in its sole and absolute discretion. To the extent that we refuse or reject a contribution, we will exercise reasonable endeavours to procure that the contribution is returned to the Purchaser, however, the Company does not warrant, represent or offer any assurances that the Company will successfully be able to recover and/or return any such contribution.

6.3. To the extent the Company, in its sole discretion, decides to make a refund, any refunds will be

made in ETH and to your Token Receipt Address. We are not responsible for any delays, losses, costs, non-delivery of refunds or of AIDUS Tokens, or other issues arising from the failure to provide, or providing an inaccurate or incomplete Token Receipt Address.

6.4. If on the End of the Token Sale the aggregate amount of all contributions received by AIDUS is less than the Soft Cap, calculated on the basis of the Exchange Rate,

AIDUS shall, within a reasonable period of time, exercise reasonable endeavours to procure that contributions are returned to the Purchasers, subject to exceptions, which may be applicable by the Company, in its sole discretion, to the contributions received during the Pre-Sale. However, you acknowledge and agree that due to the Ethereum blockchain's transaction, mining fees, administrative and other expenses incurred by us in returning the contribution you are unlikely to receive an amount equivalent to your contribution and that such refunded amount may be lower than the amount so contributed by you. You shall solely bear the risks related to such possible deduction of your contribution amount during the refunding process.

## **SECURITY ISSUES**

7.1. You are responsible for implementing reasonable measures for securing your ETH wallet, vault, or other storage mechanism you use to receive and hold AIDUS Tokens purchased from us, 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. We are not responsible for any losses, costs, or expenses relating to lost access credentials.

7.2. You must understand that smart contract technology is still in an early stage of development and its application is currently of an experimental nature, which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, you hereby acknowledge, understand and accept that AIDUS does not provide any form of warranty, representation or assurance (in each case whether express or implied) that AIDUS' smart contract and AIDUS Tokens are fit for a particular purpose or that they are free from any defects, weaknesses, vulnerabilities, viruses or bugs which could cause, inter alia, the complete loss of ETH contributions and/or AIDUS Tokens.



## **TAXES**

8.1. Any amounts that you pay for AIDUS Tokens are exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of AIDUS Tokens, including, for example, sales, use, value added and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of AIDUS Tokens.

8.2. You acknowledge, understand and agree that (a) the purchase and receipt of AIDUS Tokens may have tax consequences for you, (b) you are solely responsible for compliance with your tax obligations, and (c) AIDUS bears no liability or responsibility with respect to any tax consequences to you associated with or arising from the creation, ownership, use or liquidation of AIDUS Tokens or any other action or transaction related to AIDUS or the Token Sale.

## **REPRESENTATION AND WARRANTIES**

9.1. By purchasing AIDUS Tokens, you expressly represent and warrant that:

You have read and understand these Terms (including all Exhibits and documents incorporated herein by the reference) and the White Paper;

You have the necessary authority and consent to accept these Terms and to enter into a binding agreement with AIDUS and to perform the obligations set out herein;

The acceptance of these Terms and the entry into a binding agreement with AIDUS shall not result in any breach of, be in conflict with, or constitute a material default under: (i) any provision of the Purchaser's statutory or organisational documents (in the case of a corporate entity); (ii) any provision of any judgment, decree or order imposed on the Purchaser by any court or governmental or regulatory authority; and/or (iii) any material agreement, obligation, duty or commitment to which the Purchaser is a party or by which the Purchaser is bound;

You have sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain or cryptographic Tokens and other digital assets, smart



contracts, token storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, to be able to evaluate the risks and merits of your Purchase of AIDUS Tokens, including, but not limited to, the matters set forth in these Terms and to appreciate the risks and implications of purchasing AIDUS Tokens, and you are able to bear the risks thereof, including loss of all amounts paid, loss of AIDUS Tokens and liability to us and others for your acts and omissions, including, without limitation, those constituting breach of these Terms, negligence, fraud or willful misconduct;

You have obtained sufficient information about AIDUS Tokens to make an informed decision to purchase AIDUS Tokens;

You understand that AIDUS Tokens confer only the right to access ADFP, to receive services on ADFP, and confer no other rights of any form with respect to AIDUS or any entity from AIDUS' group of companies, including, but not limited to, any voting, distribution, redemption, liquidation or other financial and legal rights;

You are not purchasing AIDUS Tokens for any uses or purposes other than to receive services on ADF , including, but not limited to, any investment, speculative or other financial purposes;

You are not a U.S. person or resident, Singapore person or resident, a resident or citizen of Kuwait, North Korea, South Korea, Cuba, Iran, Syria, Crimea Region (Ukraine) and People Republic of China (except for Hong Kong, Taiwan and Macau); nor are you making a contribution for the purchase of AIDUS Tokens for or on behalf of any such person or entity;

You have all requisite power and authority to execute and deliver these Terms, to purchase AIDUS Tokens and to carry out and perform your obligations under these Terms; if you are an individual, you are at least 18 years old and of sufficient legal age and capacity to purchase AIDUS Tokens;

If you are an entity, Purchaser is duly organised, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business;



Your purchase of AIDUS Tokens complies with applicable law and regulation in your jurisdiction, including, but not limited to, (a) legal capacity and any other threshold requirements in your jurisdiction for the Purchase of AIDUS Tokens and entering into this agreement with us, (b) any foreign exchange or regulatory restrictions applicable to such purchase, (c) any governmental or other consents that may need to be obtained, and (d) regulations issued by the central bank, governmental or local authorities at your place of residence;

You understand and accept that the network of miners will ultimately be in control of the AIDUS' smart contract and that a majority of these miners could agree at any point to make changes to the smart contract and to run a new version of the smart contract. Such a scenario could lead to AIDUS Tokens losing intrinsic value;

You will comply with any tax obligations applicable to you arising from your purchase of AIDUS Tokens;

The funds, including ETH, that you use to purchase AIDUS Tokens, are not derived from or related to any unlawful activities, including, but not limited to, money laundering or terrorist financing and engage in or otherwise support any unlawful activities, and you will not use the AIDUS Tokens to finance;

The execution and delivery of, and performance under, these Terms requires no approval or other action from any governmental authority or person other than you;

To the extent required by applicable law, you comply with all anti-money laundering and counter the financing of terrorism requirements,

Neither you, nor any person having a direct or indirect beneficial interest in you or AIDUS Tokens being acquired by you, or any person for whom you are acting as agent, attorney, trustee or nominee in connection the purchase of AIDUS Tokens, where applicable, (a) is the subject of economic or financial sanctions or trade embargoes administered or enforced by any country or government, including, but not limited to, those administered by the United Nations Security Council,

the European Union or Her Majesty's Treasury of the United Kingdom or any other applicable jurisdictions (collectively, "Sanctions"), (b) is located, organised or resident in any country or territory that is the subject of country-wide or territory-wide sanctions, (c) is listed in any sanctions-related list of sanctioned persons, including, but not limited to, those maintained by the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom and/or (d) is directly or indirectly owned or controlled by any person or persons described in above in this sub clause;

You shall not use AIDUS Tokens to finance, engage in, or otherwise support any unlawful activities;

If you are purchasing AIDUS Tokens on behalf of any entity, you are authorised to accept this agreement on such entity's behalf and such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (in this case, references to "you" in this Agreement refer to you and such entity jointly);

You shall provide an accurate Token Receipt Address to AIDUS for receipt of any AIDUS Tokens distributed to you by us;

You understand and accept the risks of contributing to early stage blockchain start- up business and acknowledge that these risks are substantial. You further warrant and represent that your contribution does not represent a meaningful or substantial proportion of your wealth or net worth, and that you are willing to accept the risk of loss associated with the contribution made under these Terms.

## **INTELLECTUAL PROPERTY RIGHTS**

10.1. Unless otherwise expressly set out herein, you are not entitled to and any provision of these Terms shall not be treated as such that entitles you to any Intellectual Property Rights of AIDUS. We shall retain the ownership to our Intellectual Property Rights at all times and your contribution in the Token Sale does not grant you any rights to the Intellectual Property Rights of the Company. Intellectual Property Rights of the Company includes all and any rights to any objects, copyright and related rights, inventions, designs, patents, knowhow and confidential information, trademarks

and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration, and any other rights of a similar nature or having an equivalent effect anywhere in the world which currently exist or are recognised in the future; and all applications, extensions and renewals in relation to any such rights.

## **INDEMNIFICATION**

11.1. To the fullest extent permitted by the applicable law, you will indemnify, defend and hold harmless the Company, entities from AIDUS ' group of companies, their respective past, present and future employees, officers, directors, contractors, consultants, attorneys, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to (i) your purchase or use of AIDUS 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, or law or regulation applicable in the country or territory of your residence.

11.2. Company reserves the right to exercise sole control over the defence, at your expense, of any claim subject to indemnification under Section 11.1. 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**

12.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) AIDUS TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE AIDUS TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, UTILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR TITLE AND NON- INFRINGEMENT; (B) WE DO NOT REPRESENT OR WARRANT THAT AIDUS TOKENS OR AIDUS ' SMART CONTRACT ARE RELIABLE, CURRENT OR ERROR-FREE OR MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE AIDUS TOKENS OR AIDUS ' SMART CONTRACT WILL BE CORRECTED; (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT (i) THAT AIDUS TOKENS, THE DELIVERY MECHANISM FOR AIDUS TOKENS OR AIDUS ' SMART CONTRACT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS,

(ii) THE ABILITY OF ANYONE TO PURCHASE OR USE THE AIDUS TOKENS, AND (iii) THAT THE PROCESS OF PURCHASING AIDUS TOKENS, RECEIVING AIDUS TOKENS OR USING AIDUS ' SMART CONTRACT WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT AIDUS TOKENS OR AIDUS ' SMART CONTRACT ARE RELIABLE AND ERROR-FREE. AS A RESULT, THE PURCHASER ACKNOWLEDGES AND UNDERSTANDS THAT THE PURCHASER MAY NEVER RECEIVE AIDUS TOKENS AND MAY LOSE THE ENTIRE AMOUNT PURCHASER PAID TO AIDUS.

12.2. NO REGULATORY AUTHORITY HAS EXAMINED OR APPROVED ANY OF THE INFORMATION SET OUT IN THESE TERMS, OUR WHITEPAPER OR WEBSITE. 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 THESE TERMS AND OUR WHITEPAPER DOES NOT IMPLY THAT APPLICABLE LAWS, REGULATORY REQUIREMENTS OR RULES HAVE BEEN COMPLIED WITH.

12.3. Some jurisdictions do not allow for the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers. If these laws apply to you, some or all of the limitations or exclusions may not apply to you, and you may have additional rights.

## **LIMITATION OF LIABILITY**

13.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER AIDUS NOR ENTITIES FROM AIDUS ' GROUP OF COMPANIES ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY LEGAL THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OR YOUR PURCHASE OF AIDUS TOKENS, OR YOUR USE OF AIDUS ' SMART CONTRACT. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE PURCHASE PROCESS IS TO NOT MAKE A PURCHASE. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY OF AIDUS FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT PAID BY YOU TO US FOR THE AIDUS TOKENS. THE FOREGOING LIMITATIONS WILL NOT LIMIT OR EXCLUDE LIABILITY FOR GROSS NEGLIGENCE, FRAUD, WILLFUL OR RECKLESS MISCONDUCT OF AIDUS NOR SHALL IT LIMIT OR EXCLUDE ANY LOSSES FOR WHICH, AS A MATTER OF APPLICABLE LAW, IT WOULD BE UNLAWFUL TO LIMIT OR EXCLUDE LIABILITY.

13.2. Some jurisdictions may not allow the limitation or exclusion of liability for incidental or consequential damages. If these laws apply to you, some or all of the limitations or exclusions may not apply to you.

## **GOVERNING LAW. DISPUTES RESOLUTION AND ARBITRATION**

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

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

**14.2. Binding Arbitration.** Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either Party 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) waive your and the Company's respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and the Company's respective rights to a jury trial. Instead, you and the Company will arbitrate Disputes through the binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court). Any Dispute shall be referred to and finally resolved by arbitration under the Rules of the Singapore Court of International Arbitration in force on the date on which the arbitration is commenced, which Rules are deemed to be incorporated by reference into these Terms. The seat of the arbitration shall be Singapore. The language of the arbitration shall be English. Any award of the tribunal shall be final and binding from the day it is made. The tribunal shall consist of three arbitrators. Each party hereto shall nominate one arbitrator. In the event that either of the two

parties hereto fails to nominate an arbitrator within 30 days after the commencement of the arbitration proceedings, then the Singapore Court of International Arbitration shall nominate an arbitrator on behalf of the party or parties hereto which have failed to nominate an arbitrator. The third arbitrator, who shall be the presiding arbitrator, shall be nominated by the two party-nominated arbitrators within 30 days of the last of their appointments. The parties hereto agree to keep confidential all matters relating to the arbitration, including related court proceedings, to the greatest extent practicable.

**14.3. 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.

**14.4. Notice:** Informal Dispute Resolution. Each Party will notify the other Party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to the Company shall be sent by e-mail to the Company [info@aidus.io](mailto:info@aidus.io). Notice to you shall be sent by email to the email address you provide to us as part of the Whitelisting process. 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 notice is received by the applicable Party, then either you or the Company may, as appropriate and in accordance with this Section 14, commence an arbitration proceeding or, to the extent specifically provided for in Section 14(a), file a claim in court.

**14.5. Authority of Arbitrator.** 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 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.

## **SEVERABILITY**

15.1. 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.

## **DATA PROTECTION**

16.1. You may be required to provide certain information and documents, inter alia, your name, photo, date of birth, ID, address, Token Receipt Address, source of funds used for purchasing AIDUS Tokens, other documents or information (the "Personal Data").

16.2. We will not disclose your Personal Data except as expressly permitted under these Terms, our Privacy Policy and otherwise only with your prior consent. However, we may be required to disclose your Personal Data and certain other information about you to the extent required by applicable law or by an order of a court or competent governmental or regulatory authority.

16.3. We shall process your Personal Data in accordance with the data protection laws and our Privacy Policy, as amended. Please review our Privacy Policy, which are incorporated herein by the reference, to understand how we collect, use and share your information.

## **MISCELLANEOUS**

**17.1. Amendments.** We may amend these Terms from time to time, including where there are changes to the intended functionality of AIDUS token or as may be otherwise required by any laws or regulatory requirements to which we are subject. If we make any amendments to these Terms, we will publish a notice together with the updated Terms on the Website and we will change the "Last Updated" date at the top of these Terms. Any amended Terms shall become effective and

valid immediately upon the publication of such notice and updated Terms on the Website. It is your responsibility to regularly check the Company's Website for any such notices and updated Terms.

**17.2. Entire Agreement.** These Terms, including the exhibits attached hereto and documents incorporated herein by reference, constitute the entire agreement between you and the Company and supersede all prior or contemporaneous agreements and understandings, both written and oral, between you and us with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by AIDUS , any entity from its group of companies, another representative, agent etc. about the AIDUS token or AIDUS . Headings are for information purposes only.

**17.3. Force Majeure.** You understand and agree that AIDUS shall not be liable and disclaims all liability to you in connection with any force majeure event, which include, inter alia, acts of God, labour 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; or other matters beyond the reasonable control of AIDUS , including changes to any blockchain-related protocol.

**17.4. Assignment.** You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from AIDUS, including by operation of law or in connection with any change of control. AIDUS may assign or transfer these Terms, any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval.

**17.5. Waiver.** Our failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof. All waivers by AIDUS must be unequivocal and in writing to be effective.

## **[EXHIBIT A]**

### **INTENDED FUNCTIONALITY OF AIDUS Tokens ON ADFP**

AIDUS IS IN THE PROCESS OF UNDERTAKING A LEGAL AND REGULATORY ANALYSIS OF THE FUNCTIONALITY OF AIDUS TOKEN. BASED ON THE RESULT OF SUCH ANALYSIS WE MAY AMEND THE INTENDED FUNCTIONALITY OF AIDUS TOKEN IN ORDER TO ENSURE COMPLIANCE WITH REGULATORY AND LEGAL REQUIREMENTS TO WHICH AIDUS IS SUBJECT. IN THE COURSE OF DEVELOPMENT OF AIDUS, DUE TO POSSIBLE MODIFICATIONS OF AIDUS, REGULATORY ACTIONS, CHANGES IN THE LAWS, POSITIONS OF REGULATORY AUTHORITIES, CHANGES OF AIDUS' BUSINESS, THE FUNCTIONALITY OF AIDUS TOKEN MAY BE ALTERED. IN THIS CASE WE SHALL PUBLISH A NOTICE ON OUR WEBSITE. PLEASE MAKE SURE TO REGULARLY CHECK OUR WEBSITE FOR ANY SUCH NOTICES.

The AIDUS token shall be the only token used on ADFP and the only token issued to the Purchasers during the AIDUS token Sale.

AIDUS Tokens will be an essential utility for the users of ADFP as they will enable interaction within ADFP and will act as the main driver of ADFP.

AIDUS Tokens will allow their holder to access ADFP, in other words, in order to access ADFP a person may need to have a certain amount of AIDUS Tokens in escrow with the platform. AIDUS Tokens may be further used by their holders for utilizing the functionality of ADFP ( e.g. consulting of Fund investment, purchasing Fund products, etc.). In order to receive certain advice through ADFP the token holder may need to deposit certain portion of AIDUS Tokens in escrow with the platform. Advisors will receive deposited AIDUS Tokens as a reward for recommendations and advices provided to the token holders. In cases where the nature of the service or tool purchased by the token holder involves portfolio suggestions and predictions (of returns and risk), the transfer of Tokens between the user and the provider can be bound to the results.

AIDUS Tokens will not have any utility or functionality outside ADFP. Although it is possible that a secondary market could develop for trading AIDUS Tokens, AIDUS will not create such secondary markets, nor will it act as an exchange for AIDUS Tokens. To the extent a secondary market for AIDUS Tokens does develop, it will not be run or operated by AIDUS.

## **[EXHIBIT B]**

### **RISKS RELATED TO THE AIDUS token SALE**

PLEASE READ THIS EXHIBIT B CAREFULLY. PARTICIPATION IN THE TOKEN SALE CARRIES SUBSTANTIAL RISK AND MAY INVOLVE SPECIAL RISKS THAT COULD LEAD TO A LOSS OF ALL OR A SUBSTANTIAL PORTION OF CONTRIBUTION. IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL, TAX OR OTHER PROFESSIONAL ADVISOR AND REFRAIN FROM CONTRIBUTING TO THE AIDUS token SALE.

#### **No potential use**

As of the date hereof, the AIDUS token has no known potential uses outside of ADFP and is not permitted to be sold or otherwise traded on third-party exchanges.

#### **Risk of loss**

Do not participate in the Token Sale unless you are prepared to lose the entire amount you contributed for purchasing AIDUS Tokens. AIDUS Tokens should not be acquired for speculative or investment purposes with the expectation of making a profit or immediate resale.

No promises of future performance or value are or will be made with respect to AIDUS Tokens, including no promise of continuing payments, no promise of inherent value and no guarantee that AIDUS Tokens will hold any particular value. Unless prospective participants fully understand and accept the nature of AIDUS and the potential risks inherent in AIDUS Tokens, they should not participate in the Token Sale.

#### **Third party data**

The Website, AIDUS' whitepaper and other material include references to third party data and industry publications. AIDUS believes that this industry data is accurate and that its estimates and assumptions are reasonable; however, there are no assurances as to the accuracy or completeness of this data. Although the data are believed to be reliable, AIDUS has not independently verified any of the data from third party sources referred to in this whitepaper or ascertained the underlying assumptions relied upon by such sources.

## **Legal uncertainty**

AIDUS is in the process of undertaking a legal and regulatory analysis of the functionality of AIDUS Tokens. Following the conclusion of this analysis, AIDUS may decide to amend the intended functionality of AIDUS Tokens in order to ensure compliance with any legal or regulatory requirements to which it is subject. In the event that AIDUS decides to amend the intended functionality of AIDUS Tokens, AIDUS will update the relevant contents of its whitepaper, of these Terms and upload the latest version of the documents to its Website at AIDUS .io. AIDUS Tokens could be impacted by regulatory action, including potential restrictions on the ownership, use, or possession of such Tokens, which may demand that the structure or application of AIDUS Tokens be altered, all or in part. AIDUS may revise mechanics to comply with regulatory requirements. Nevertheless, AIDUS believes that it has taken all commercially reasonable steps to ensure that its planned mechanics are proper and in compliance with currently considered regulations.

AIDUS' intended activities are subject to various laws and regulations in the countries where it operates or intends to operate. AIDUS might be obliged to obtain different licenses or other permissive documents in each jurisdiction where it intends to operate its business, therefore, AIDUS' business in such jurisdictions shall always be subject to obtaining such licenses or permissive documents, if so directed by applicable laws. There is a risk that certain activities may be deemed in violation of any such law or regulation. Penalties for any such potential violation would be unknown. Additionally, changes in applicable laws or regulations or evolving interpretations of existing law could, in certain circumstances, result in increased compliance costs or capital expenditures, which could affect AIDUS' ability to carry on the business model and the AIDUS Tokens model proposed in this whitepaper.

## **Forward looking statements**

AIDUS' whitepaper, content of AIDUS' website, Exhibit A of these Terms, press releases, public statements etc. may contain forward looking statements, i.e. statements related to future events. Forward looking statements often address the expected future business and financial performance of AIDUS, the performance and effectiveness of AIDUS, often contain words such as "expect", "intend", "plan", "believe", "will", "would", "ultimately". All statements regarding AIDUS' financial position, business strategies, plans, future functionality of AIDUS, AIDUS token and prospects and the future prospects of the industry which AIDUS is in, are forward-looking statements. Such forward looking statements by their nature address matters that are, to different degrees, Uncertain. AIDUS undertakes no obligation to update any forward-looking statement to reflect events or

circumstances after the date of this whitepaper. AIDUS cannot guarantee that any forward looking statements made by it or expected results of operation of AIDUS will correlate with the actual future facts or results. You must understand that AIDUS may not have all of the expected functionality. AIDUS does not take any responsibility in regards to the functional capabilities of AIDUS, which is provided "as is".

### **Risk of theft**

AIDUS will make every effort to ensure that the funds received from the Token Sale are securely stored and held. Notwithstanding the aforesaid, 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 AIDUS' website, in the smart contract(s) on which the escrow wallet and the Token Sale rely, on the Ethereum 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 Sale is completed, AIDUS may not be able to receive the cryptocurrencies raised and/or use such funds for the development of ADFP. In such case, the development and launch of ADFP might be temporarily or permanently curtailed. As such, distributed AIDUS Tokens may hold little worth or value.

### **Technological risks**

An open-source development comes with risks related to hacking and cyber attacks that can cause a negative impact. To mitigate that risks the team will be allocating resources in audits and security tests, to ensure the platform's safety.

### **Risks related to the functioning of AIDUS**

AIDUS shall be operated by another entity from AIDUS' group of companies, and any events or circumstances which adversely affect such entity or any of its successor operating entities may have a corresponding adverse effect on AIDUS. Such adverse effects would correspondingly have an impact on AIDUS Tokens.

AIDUS may experience system failures, unplanned interruptions in its network or services, hardware or software defects, security breaches or other causes that could adversely affect AIDUS.

### **No warranty**

AIDUS does not make, or purport to make, and hereby disclaims, any representation, warranty or undertaking in any form whatsoever to any entity or person, including any representation, warranty or undertaking in relation to the truth, accuracy, and completeness of any of the information set out in AIDUS' whitepaper, on the Website or in other materials.

### **Unanticipated risks arising from the AIDUS Tokens**

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