

AENCO LIMITED
TERMS AND CONDITIONS OF SALE
AEN TOKEN (“ AEN”)

PLEASE READ THIS DOCUMENT CAREFULLY

YOU MUST READ THESE TERMS CAREFULLY BEFORE MAKING ANY DECISION TO PARTICIPATE IN THE TOKEN SALE

PURCHASE OF TOKENS IS HIGH-RISK, YOU MAY NOT BENEFIT IN ANY WAY FROM BEING A TOKEN HOLDER

DO NOT PURCHASE AEN IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS. PRIOR TO PURCHASING AEN, YOU SHOULD CAREFULLY CONSIDER THE TERMS LISTED BELOW AND, TO THE EXTENT NECESSARY, CONSULT AN APPROPRIATE LAWYER, ACCOUNTANT, OR TAX PROFESSIONAL.

IF ANY OF THE FOLLOWING TERMS ARE UNACCEPTABLE TO YOU, YOU SHOULD NOT PURCHASE AEN. PURCHASES OF AEN SHOULD BE UNDERTAKEN ONLY BY INDIVIDUALS, ENTITIES, OR COMPANIES THAT HAVE SIGNIFICANT EXPERIENCE WITH, AND UNDERSTANDING OF, THE USAGE AND INTRICACIES OF CRYPTOGRAPHIC TOKENS, INCLUDING ETHEREUM TOKENS, AND BLOCKCHAIN BASED SOFTWARE SYSTEMS. PURCHASERS SHOULD HAVE A FUNCTIONAL UNDERSTANDING OF STORAGE AND TRANSMISSION MECHANISMS ASSOCIATED WITH OTHER CRYPTOGRAPHIC TOKENS.

WHILE THE COMPANY WILL BE AVAILABLE TO ASSIST PURCHASERS OF AEN DURING THE SALE, THE COMPANY WILL NOT BE RESPONSIBLE IN ANY WAY FOR LOSS OF BTC, ETH OR AEN RESULTING FROM ACTIONS TAKEN BY, OR OMITTED BY PURCHASERS.

IF YOU DO NOT HAVE SUCH EXPERIENCE OR EXPERTISE, THEN YOU SHOULD NOT PURCHASE AEN OR PARTICIPATE IN THE SALE OF AEN.

YOUR PARTICIPATION IN AEN SALE IS DEEMED TO BE YOUR UNDERTAKING THAT YOU SATISFY THE REQUIREMENTS MENTIONED IN THIS PARAGRAPH.

YOU UNDERSTAND THAT PURCHASING AEN WILL NOT ENTITLE YOU TO ANY PROFITS, INCOME OR OTHER FINANCIAL GAIN, INCLUDING BUT NOT LIMITED TO FINANCIAL GAIN DERIVED FROM OUR USE OF THE AEN PROCEEDS.

Potential participants should assess for themselves the information contained in this document and related materials, as supplemented from time to time by Aenco.

Any decision to participate in the Token Sale should be based upon your independent assessment. You should obtain independent advice before making a purchase.

You must not participate in the Token Sale unless you have read and fully understood these terms and all other relevant materials in particular, the whitepaper and fully understand the purpose and process of AEN, the Platform and the Token Sale.

You must monitor the <http://www.aencoin.com> website ("**Website**") for any announcements that relate to the Token Sale, as they may supplement these terms.

Purchase or possession of AEN does not constitute an ownership interest in Aenco, and carries no rights, express or implied, to receive revenue, shares, debentures, intellectual property rights, voting rights or any other form of participation in or relating to Aenco or its affiliates.

Neither these terms nor the Whitepaper constitute a prospectus or offering document, or an offer to sell, nor the solicitation of an offer to buy any security, investment, share, financial instrument, or investment advice or equivalent in any jurisdiction.

No regulatory authority has examined or approved of the Token Sale or any of the information set out in these terms or other relevant materials.

Please read these terms carefully before using the Website, Aenco's platform or registering your interest in the AEN issuance. By agreeing to subscribe to the AEN on the page linking to these terms, you accept and agree to be bound by these terms.

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These terms and conditions apply to the issue of tokens, AEN, by Aenco Limited, a Cayman Islands exempted company with company number 334335 and with its registered office at Vistra (Cayman) Limited, P.O. Box 31119 Grand Pavillion, Hibiscus Way, 802 West Bay Road, Grand Cayman, KY1-1205 ("**Aenco**"), AEN, an ERC223 token, which is more fully described in the whitepaper published here: <http://www.aencoin.com/assets/docs/aenco-whitepaper-v3.pdf> (the "**Whitepaper**") (the "**Token Sale**").

If you apply to purchase AEN, please note that your obligations under these terms will immediately become legally binding. The Whitepaper is expressly incorporated into these terms. You agree that you have read and you understand the Whitepaper.

Please read these terms carefully before using the Website, the Aenco Healthtech platform ("**Platform**"); or registering your interest in the AEN Token Sale. By agreeing to purchase AEN on the page linking to these terms, you expressly accept and agree to be bound by these terms.

If you have any questions regarding these terms, please contact us at moon@aencoin.com.

1 TOKEN SALE

- 1.1 Important information about AEN and the Token Sale is provided in the Whitepaper, including but not limited to details regarding the timing and pricing of the Token Sale, the amount of AEN we will sell, and our anticipated use of the Token Sale proceeds. By purchasing Tokens you acknowledge and accept that you have read and understood the information.
- 1.2 All purchases of AEN are final, and no refunds shall made, save as required by applicable law.
- 1.3 Aenco reserves the right to reject your contribution, or to abort the Token Sale, in which case, Aenco will return your contribution in full but net of all administrative or third party charges and/or other transaction fees (if any) that may be incurred in connection with such return or contribution, in which case such administrative or third party charges and/or other transaction fees shall be borne by you.

2 STATUS OF AEN

- 2.1 These terms govern the purchase of AEN directly from Aenco.
- 2.2 There are different tranches to the Token Sale, namely, the pre-ICO sale and the ICO sale. The indicative supply of AEN, together with the relevant lock-up restrictions, is shown on page 51-52 of the Whitepaper.
- 2.3 AEN does not constitute a security, investment, share, financial instrument, investment contract or equivalent in any jurisdiction. Accordingly Aenco has not registered itself, AEN, or the Token Sale, with any regulator in any jurisdiction.
- 2.4 Aenco reserves the right to amend these terms at any time.

3 REGISTRATION AND PURCHASE PROCESS

3.1 By registering for an account with Aenco by clicking “accept” on the webpage linking to these terms, you hereby offer to acquire the amount of AEN set out in the registration form in accordance with these terms.

- (a) In order to acquire AEN during the Token Sale, you must first create an account on the Website by clicking “accept” on the webpage linking to these terms.
- (b) By creating an account on the Website you are agreeing to: (a) provide accurate, current and complete information; (b) maintain and promptly update your account information to keep it accurate, complete, and current; (c) maintain the security and confidentiality of your login credentials and restrict access to your account and (d) take responsibility for all activities that occur under your account and accept all risks of unauthorized access.

3.2 Your offer to purchase AEN may be considered as duly accepted upon the completion of the following:

- (i) Your registration for an account on the Website;
- (ii) Your agreement to these terms and the subscription page on the Website;
- (iii) Our successful verification of your account subsequent to your delivery of requested know-your-client (“**KYC**”) documentation, and our successful completion of our authentication procedures including identity screens pursuant to our KYC and anti-money laundering policies;
- (iv) If you are a citizen or resident of Hong Kong, your successful verification of “proof of wealth”, in which you demonstrate to our satisfaction that you are a “Professional Investor” as defined under the Securities and Futures Ordinance of Hong Kong;
- (v) Your transfer of the correct amount of Bitcoin (BTC) or Ether (ETH) set out in the subscription page to Aenco’s receiving Bitcoin or Ethereum address specified in the subscription page and that transfer has been confirmed on the Bitcoin or Ethereum blockchain; and
- (vi) The relevant closing date of the Token Sale and the issuance and allocation of the AEN to you (“**Token Issuance Closing**”).

3.3 We have the sole and absolute discretion not to accept your offer to purchase AEN, without giving you any reasons for our decision.

3.4 The “Token Issuance Period” means:

- (i) the period commencing on the date that AEN is offered for sale by Aenco to early registered purchasers (“**Pre-Sale Date**”);
- (ii) through to the date that AEN is formally offered for sale by Aenco to all other members of the public (“**Sale Date**”); and
- (iii) concluding on the date which is the earlier of (i) the Token Issuance Closing (“**Token Issuance Closing Date**” which will be notified and confirmed on the Website www.aencoin.com); or (ii) the date the maximum threshold or “Target Cap” (“**Target Cap**”) is met as mentioned in the Whitepaper.

4 CONVERSION OF SUBSCRIPTION PROCEEDS TO AEN

- 4.1 The conversion price between AEN against BTC or ETH will be fixed on a daily basis upon the date of receipt of the subscription consideration. The fixing will be determined based on the USD daily average price as calculated being the average of the OPEN and CLOSE prices as shown on "coinmarketcap.com" for BTC or ETH where relevant ("**USD Daily Average**"). Aenco retains full discretion and right to determine or change the terms of the fixing at any time. An example of the conversion mechanism is set out on page 55 of the Whitepaper.
- 4.2 Your entitlement to the final number of AEN will be calculated by:
- (i) The number of BTC or ETH received during the UTC time zone multiplied by the applicable USD Daily Average ("**USD Equivalent**");
 - (ii) The USD Equivalent is divided by USD 0.1 in determining the subscribed number of AEN tokens ("**AEN Token Base**"); Plus
 - (iii) The AEN Token Base multiplied by bonus percentage applicable at the time of subscription as pursuant to Exhibit A.

5 AEN DISTRIBUTION AND ALLOCATION

- 5.1 Aenco intends to allocate and distribute AEN in accordance with the terms of Appendix A of the Whitepaper as described in the "Token Economy Paper", which includes details regarding the timing and tranches of distribution of AEN ("**Token Distribution Period**"), pricing of AEN and the amount of AEN that will be distributed. During the Token Distribution Period, Aenco will provide specific procedures on how you should purchase AEN. By purchasing AEN, you acknowledge and agree and have no objection to such procedures and material specifications. Failure to follow the procedures described above may result in you not receiving any AEN. The receipt or purchase of AEN through any other means other than through the Website is not permitted by or agreed to in any way by Aenco.

6 IDENTITY AND VERIFICATION OF IDENTITY

- 6.1 You confirm that all and any details of your identity that you have supplied to Aenco are accurate and complete.
- 6.2 You agree to complete the relevant KYC procedures as provided during the Token Sale as may be requested by us from time to time.
- 6.3 If you fail to complete the KYC procedures, Aenco reserves the right to reject your contribution, or to abort the Token Sale, in which case, Aenco will return your contribution in full but net of all administrative or third party charges and/or other transaction fees (if any) that may be incurred in connection with such return or contribution, in which case such administrative or third party charges and/or other transaction fees shall be borne by you.
- 6.4 Aenco may require further information to verify your identity.

7 APPLICATION

- 7.1 Aenco reserves the right to reject any Ethereum / Bitcoin transferred from you or from your contribution address for any reason.

8 REFUND POLICY

- 8.1 In the event the Soft Cap is not obtained by the end of the Token Issuance Closing Date, we may, in our sole and absolute discretion, not complete the Token Sale, and in such event all cryptocurrencies submitted by you will be refunded to you as soon as reasonably practicable following the Token Issuance Closing Date, less all transaction costs incurred by us during the Token Sale.

9 SECURITY

- 9.1 You will implement reasonable and appropriate measures designed to secure access to any device associated with the email address associated with your account and your username, password and any other login or identifying credentials.
- 9.2 You will promptly notify us if you discover or otherwise suspect any security breaches related to your account.
- 9.3 In the event that you are no longer in possession of any device associated with your account or are not able to provide your login or identifying credentials, we may, in our sole and absolute discretion, grant access to your account to any party providing additional credentials to us. We explicitly reserve the right to determine the additional credentials required, which may include, without limitation, a sworn, notarized statement of identity.

10 REPRESENTATIONS

You hereby undertake, represent and warrant to Aenco that:

- 10.1 you can lawfully purchase the AEN;
- 10.2 you have obtained all necessary consents and authorities required and observed any formalities in any jurisdiction required to enable you to enter into and comply with these terms and to purchase AEN;
- 10.3 you are not a national or resident of the United States of America (including any of its State, the District of Columbia, and its territories and possessions) or falls within the definition of a U.S. Person (under rule 902 of the U.S. Securities Act of 1933);
- 10.4 you are not a resident of the Cayman Islands;
- 10.5 you are not a national or resident of the People's Republic of China;
- 10.6 you are not a national or resident of a country under OFAC or on the Specially Designated Nationals list (which is subject to change from time to time and can be found on the United States Treasury website);
- 10.7 you are not resident in any other territory in which it is unlawful to make an offer to subscribe for AEN or to transfer Ethereum / Bitcoin to Aenco, and you understand that it is your sole responsibility to ensure that your participation in the Token Sale is not

prohibited under the applicable legal restrictions in your country of residence or domicile;

- 10.8 you have made your decision to purchase AEN independently;
- 10.9 you are of sufficient age to participate in the Token Sale and are person(s) with full legal capacity of conduct under the laws of your country of residence or domicile;
- 10.10 if you are based in Hong Kong, you are a Professional Investor as this term is defined in the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong).
- 10.11 you acknowledge and agree that AEN are not to be construed, interpreted, classified or treated as:
 - (a) any kind of currency;
 - (b) debentures, stocks or shares issued by Aenco or any of its relevant entities
 - (c) rights, options or derivatives in respect of such debentures, stocks or shares;
 - (d) rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss;
 - (e) units in a collective investment scheme;
 - (f) units in a business trust
 - (g) derivatives of units in a business trust; or
 - (h) any other security or class of securities;
- 10.12 you understand the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptocurrencies, blockchain assets and tokens including Ethereum / Bitcoin and AEN, blockchain based software systems, cryptocurrency wallets or other related token storage mechanisms, blockchain technology and smart contract technology;
- 10.13 you are purchasing AEN so that you can have access to the Platform, and you understand that AEN is not and should not be viewed as an investment, a security or speculative product;
- 10.14 you understand the risks involved in holding ERC223 and ERC20 tokens on the Ethereum blockchain;
- 10.15 you understand the risks specifically involved in purchasing AEN, and the further development of the Platform as described in the Whitepaper, and you have sought all necessary advice;
- 10.16 you understand and acknowledge that the Company is not registered with or licensed by any financial regulatory authority in the Cayman Islands or elsewhere. Accordingly, no Cayman Islands or other financial regulatory authority has passed upon the contents of these terms, the Whitepaper or the merits of purchasing AEN, nor have these Terms been filed with, or reviewed by, any Cayman Islands or other financial regulatory authority; and
- 10.17 you understand and acknowledge that these terms shall not be construed as an invitation (to the public in the Cayman Islands or otherwise) to subscribe for any

securities, and you understand and acknowledge that no actions of, or documentation issued by the Company, shall be construed as such.

These representations and warranties are made by you from the time of your application and you repeat them thereafter.

11 OBLIGATION TO MAINTAIN WALLET

- 11.1 You shall establish and maintain, in a fully operational, secure and valid status, a digital wallet, which adheres to and supports the ERC223 token standard, the address of such wallet and keys to such wallet which are in your possession.
- 11.2 In the event of any loss, hack or theft of cryptocurrencies from any of the cryptocurrency wallets, you acknowledge and confirm that you have no cause of action in any way whatsoever against Aenco.

12 INDEMNITY

- 12.1 You acknowledge that Aenco and its members, directors, officers, employees, advisers and agents will rely upon the truth and accuracy of the confirmations, acknowledgements, representations and warranties you have provided.
- 12.2 You will indemnify and hold harmless Aenco, its affiliates, and their respective members, directors, officers, employees, advisers and agents from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of or in connection with any breach of the representations, warranties, acknowledgements, agreements and undertakings given by you.

13 LIABILITY

- 13.1 Aenco shall not be liable to you for any indirect, special, or consequential loss or damage that you suffer as a result of any breach by Aenco of these terms or your acquisition of AEN.
- 13.2 Aenco's liability to you shall not for any reason exceed the USD value of the Ethereum / Bitcoin that you transfer to Aenco.
- 13.3 Aenco will not be liable for any delay or failure to perform any obligation under these terms where the delay or failure results from any cause beyond Aenco's reasonable control.
- 13.4 Aenco shall not be liable to you or any other person for:
 - (a) termination of or delay in the Token Sale;
 - (b) failure, malfunction or breakdown of, or disruption to, the operation of the Aenco, the Platform, AEN, or any technology, on which the Platform, AEN, or the Token Sale relies, for whatever reason;
 - (c) failure, malfunction or breakdown of, or disruption to, the operation of any blockchain, any blockchain-based software systems or any blockchain

technology in connection with the operations of Aenco, the Platform or AEN for whatever reason;

- (d) any virus, error, or defect adversely affecting the operation, functionality, usage, storage, transmission mechanisms, transferability or other material characteristics of the AEN;
- (e) failure or unfitness of AEN for any specific purpose;
- (f) any prohibition, restriction or regulation by any government or authority in any jurisdiction of the operation, functionality, usage, storage, transmission mechanisms, transferability or other material characteristics of the AEN; and
- (g) any risks associated with the Whitepaper, the Aenco website, Aenco, the Token Sale, AEN, the Platform and your acquisition of AEN.

14 **RISKS**

By participating in the Token Sale, you have reviewed, acknowledge, understand and assume risks associated with AEN, including without limitation, the following:

- 14.1 There is a risk of blockchain delay as block production can occur at random times. You acknowledge and understand that you may not receive AEN on the same day you send Ethereum / Bitcoin.
- 14.2 The Ethereum and Bitcoin blockchains are prone to periodic congestion causing transactions to be delayed or lost. You acknowledge and understand that your intended transaction or transaction may be delayed or lost.
- 14.3 There is a risk that the Platform may contain bugs or weaknesses which may adversely affect the AEN or cause you to lose AEN. There may be no remedy or recourse available to you.
- 14.4 The AEN acquired by you may be held in your digital wallet which requires a private key for access. Loss of or unauthorised access to the private key may result in the loss or access to AEN.
- 14.5 The Platform relies on third party suppliers and developers to adopt, continue to develop, and support it. There is no assurance or guarantee that those third parties will continue to do so. This may adversely affect the Platform.
- 14.6 The Platform is still in its development phase and may undergo changes over time. Aenco intends the features and specifications of the Platform to be consistent with the Whitepaper but Aenco may also make changes to the Platform. This means that the Platform may not fully meet your expectations.
- 14.7 The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether the relevant authorities will regulate such technologies. It is likewise difficult to predict whether any changes will be made to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could adversely affect AEN. Aenco may cease operations in a

jurisdiction in the event that governmental actions make it unlawful or commercially unviable to continue to do so.

15 **DATA PROTECTION**

- 15.1 As part of the Token Sale, Aenco will collect personal data from you for the purpose of onboarding you as an AEN holder. It is mandatory for you to provide Aenco with the personal data which it requires, if you do not, you may not be allowed to participate in the Token Sale. As part of the Token Sale, Aenco will request from you and will be in possession of your personal particulars including your full name, address proof, email address and copies of your personal identification documents, and subject to your citizenship or residency, Aenco may, at its sole and absolute discretion, request further statements including but not limited to proof of assets. For corporate subscribers, Aenco may at its sole and absolute discretion also further request corporate documentation, to adequately fulfil KYC and anti-money laundering policies (the “**Purchaser Documents**”).
- 15.2 Aenco will observe the Personal Data (Privacy) Ordinance by procuring its staff to be subject to strict standards of confidentiality. The Purchaser Documents collected and held by Aenco will be used for the purpose of onboarding you as a AEN holder, on-going verification purposes whilst you use the Platform and regulatory audit purposes, and will not be provided to third parties for other unrelated purposes without your consent, unless required to do so under applicable law. The Purchaser Documents shall be retained by Aenco for 2 years, after the termination of your participation on the Aenco Platform. Upon such termination, Aenco shall permanently remove the relevant Purchaser Documents from its system. Please refer to our Privacy Policy Statement and Personal Information Collection Statement, which are on our website.

16 **JURISDICTION AND GOVERNING LAW**

- 16.1 *Any dispute or claim arising out of or relating to these terms shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be **Hong Kong law**. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in **English**.*

17 **NOTICES**

- 17.1 You agree and consent that we may communicate with you in any way, including by way of electronic communication such as via the Platform and/or email.
- 17.2 Notices sent by email in accordance with these terms shall be deemed to be sent on the date on which the e-mail is confirmed as being sent provided that day is a business day.
- 17.3 Your authorized email is the email that you entered during the registration of the Platform. Our authorised email is support@aencoin.com.
- 17.4 All notices and communications made or given pursuant to these terms must be in English.
- 17.5 Should you wish to change your authorised email address, you must send us an email at moon@aencoin.com or update your settings on the Platform.

18 MISCELLANEOUS

- 18.1 These terms constitute the entire agreement between you and Aenco relating to your purchase of AEN.
- 18.2 Purchasing Tokens from us does not create any form of partnership, joint venture, or any other similar relationship between you and us. Except as otherwise provided in herein, these terms are intended solely for the benefit of you and us and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these terms, will be provided in electronic form.
- 18.3 It is your sole responsibility to pay any tax in respect of your purchase of AEN. All payments by you shall be made in immediately available Ethereum and/or Bitcoin free and clear of any withholdings or deductions for any present or future taxes, or other charges. In the event that you are required by law to make any such deduction or withholding from any amount paid, you shall pay to us such additional amount as shall be necessary, so that we continue to receive a net amount equal to the full amount which we would have received if such withholding or deduction had not been made.
- 18.4 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.
- 18.5 Subject to these terms, only you and no other person shall have the right to any claim against Aenco in connection with your contribution hereunder. You shall not assign, trade or transfer, or attempt to assign, trade or transfer, your right to any such claim. Any such assignment or transfer shall not impose any obligation or liability of Aenco to the assignee or transferee.
- 18.6 Links to third party websites are provided solely as pointers to information on topics or services that may be useful to you. We have no control over the content on such other websites, and we accept no responsibility for them or for any loss or damage that may arise from your use of them. You are responsible for complying with the terms and conditions of those websites.
- 18.7 No failure to exercise, nor any delay in exercising, on the part of Aenco, any right or remedy under these terms shall operate as a waiver of any such right or remedy or constitute an election to affirm any of these terms. No election to affirm any of these terms on the part of Aenco shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in these terms are cumulative and not exclusive of any rights or remedies provided by law.