

SIMPLE AGREEMENT FOR FUTURE TOKENS

KINESIS LIMITED (the “Company”, “we”, or “us”)

PLEASE READ THIS AGREEMENT CAREFULLY. BY ENTERING INTO THIS AGREEMENT AND AGREEING TO, SUBJECT TO THE TERMS CONTAINED HEREIN, POTENTIALLY RECEIVE KINESIS TOKENS (AS HEREINAFTER DEFINED) FROM US, YOU WILL BE BOUND BY THESE TERMS AND ALL TERMS INCORPORATED BY REFERENCE HERETO. NOTE THAT CLAUSE 12 CONTAINS A BINDING ARBITRATION CLAUSE WHICH AFFECTS YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS OF OFFER, DO NOT ENTER INTO THIS AGREEMENT TO POTENTIALLY RECEIVE TOKENS. PURCHASING TOKENS OR RIGHTS IN RELATION THERETO IS SPECULATIVE AND IS SUBJECT TO A NUMBER OF RISKS, SOME OF WHICH WE HAVE SET OUT IN THIS AGREEMENT. IF YOU ARE IN ANY DOUBT AS TO THE SUITABILITY OR OTHERWISE OF ENTERING INTO THIS AGREEMENT AND ULTIMATELY RECEIVING THE TOKENS REFERRED TO IN THIS AGREEMENT, YOU SHOULD SEEK APPROPRIATE PROFESSIONAL ADVICE.

BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT:

- NO TOKENS WILL BE DELIVERED TO YOU UNLESS AND UNTIL THEY HAVE BEEN DEVELOPED AND CREATED IN ACCORDANCE WITH THE TIMELINE SET OUT IN THE BLUEPRINT (AS DEFINED BELOW) AS UPDATED FROM TIME TO TIME; AND
- YOU WILL NOT RECEIVE ANY TOKENS CONTEMPORANEOUS WITH YOUR ENTRY INTO THIS AGREEMENT; AND
- YOUR ENTRY INTO THIS AGREEMENT DOES NOT GUARANTEE THAT YOU WILL RECEIVE ANY TOKENS AT ANY TIME IN THE FUTURE (PLEASE REFER TO THE RISK WARNINGS IN CLAUSE 7 FOR FURTHER DETAILS).

1. GENERAL

- 1.1 This Simple Agreement for Future Tokens (the "**Agreement**") is an agreement made between Kinesis Limited of [Millennium House, Victoria Road, Douglas, Isle of Man, IM2 4RW] (the "**Company**") and you (or the entity you represent) as a contributor (the "**Contributor**") (individually a "**Party**" and together the "**Parties**").
- 1.2 The Agreement is a contract for the sale by the Company of digital tokens (the "**Kinesis Tokens**"), which are or will be created, stored and utilised through the use of digital ledger technology (the "**Kinesis Distribution Contract**").
- 1.3 In accepting the Agreement, you acknowledge that you have read, understood, and have had an opportunity to seek independent legal, tax and other professional advice prior to agreeing to it. You also warrant that you are of sufficient age and have full capacity to enter into this Agreement under applicable law.
- 1.4 You understand and accept that you are making a contribution via the Kinesis Distribution Contract for the development of the Company's Kinesis technology (the "**Kinesis Software**") and the Kinesis eco-system (the "**Kinesis Platform**"), all as further described in the Blueprint as may be amended from time to time (the "**Blueprint**") and can be found at the Kinesis website www.Kinesis.money (the "**Website**").
- 1.5 Your contributory payment of funds (the "**Funds**") will be made via a transfer to the Company's elected banking institution or via the Website. You can only transfer Funds in the form of fiat and/or Ether and/or other virtual currency ("**Cryptocurrency**") as may be available in your jurisdiction on or via the Website from time to time.
- 1.6 Although Kinesis Tokens may be tradable, they are not an investment, currency, security, commodity, a swap on a currency, security or commodity or any other kind of financial instrument. You understand that the Kinesis Tokens do not carry with them ownership rights express or implied of any form with respect to the Company or financial or legal rights other than the right to use Kinesis Tokens as a means to enable usage of and interaction with and within the Kinesis Platform, if successfully completed and deployed.
- 1.7 You understand that the Company retains all right, title and interest in all of Company's intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulas, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. You will have no right to claim as a holder of Kinesis Tokens any intellectual property rights, functionality or equivalent rights or any other form of participation in or relating to the Kinesis Platform and/or Kinesis Software and/or anything in relation to the Company.

2. ACCEPTANCE AND PURCHASE

- 2.1 Subject to clause 2.2, this Agreement shall be effective and binding on the Parties:
 - 2.1.1 when you confirm the terms on the Website to indicate that you have read, understand and agree to the terms of the Agreement, as well as any other disclosures or legal documentation available on the Website; or if earlier

2.1.2 upon the Company's acceptance of your payment of Funds.

- 2.2 The Company reserves the right to request your identification documentation in accordance with clause 5.1. In the event that you do not provide such requested information to the satisfaction of the Company (in its sole and absolute discretion) the Company shall not be bound by the terms of this Agreement.
- 2.3 You agree to be bound on this basis and confirm that you have read in full and understand the terms on which you are bound.
- 2.4 The Company has prepared the Blueprint, which is available on the Website, describing matters relating to the Kinesis Software and Kinesis Platform. By taking either of the steps in clause 2.1.1 or 2.1.2 above, you confirm you have read and understand the Blueprint and its contents.
- 2.5 Any person who purchases Kinesis Tokens or enters into this Agreement on an unlawful, unauthorized or fraudulent basis shall be solely liable for, and shall indemnify, defend and hold harmless the Company from any damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses incurred by the Company that arises from or is a result of your and/or such person's unlawful, unauthorized or fraudulent use and/or the receipt or purchase of Kinesis Tokens. Accredited investors from China, the United States or other jurisdictions may enter into this Agreement and purchase Kinesis Tokens provided that they are accredited or qualified investors, provided that they supply evidence that they are in compliance with all local regulations and laws of the jurisdiction in which they are incorporated or are citizens of.

3 ALLOCATION AND DISTRIBUTION

- 3.1 During the Kinesis sale period (the "**Kinesis Distribution Period**") as described in the Blueprint, the Company will provide specific procedures on how you can purchase Kinesis Tokens and by entering into this Agreement you confirm that you agree to such procedures.
- 3.2 The distribution of the Kinesis Tokens will occur in accordance with the timeline provided in the Blueprint.
- 3.3 The Company reserves the right to allocate a portion of the Kinesis Tokens for a pre-sale and/or with any phased discount as may be set out in the Blueprint.
- 3.4 You understand and consent to the participation of the Company's past, present and future employees, officers, directors, shareholders and any related party in the purchase of Kinesis Tokens (including people who may work on the development and implementation of the Kinesis Software and/or Kinesis Platform), as further described in the Blueprint. For the avoidance of doubt, such parties will participate on the same terms as you and shall be bound by this Agreement.

4 SECURITY

- 4.1 The purchase of Kinesis Tokens may be accessed by using a digital wallet with a combination of your digital wallet information (address), private key and password. The private key is encrypted with a password. You shall provide an accurate digital wallet address

to the Company for receipt of any Kinesis Tokens distributed to you pursuant to the Kinesis Distribution Contract and this Agreement.

- 4.2 You, at all times, must be the only person who has total control over your private key, digital wallet, any other username, passwords or other login or identifying credentials. You are obligated to implement reasonable and appropriate measures designed to secure access to any devices utilised in connection with your purchase of Kinesis Tokens. If you transfer the private key and digital wallet to any third party, you do so at your own risk and the Company will not be held responsible for any loss you may suffer as a result of third parties accessing your digital wallet.
- 4.3 In the event that you are no longer in possession of the private keys or any device associated with the purchase of Kinesis Tokens and/or if you are unable to provide login or identifying credentials to the Company and/or if the private key file or password respectively become lost or stolen, you may lose all of the Kinesis Tokens and/or the access to your digital wallet. For the avoidance of doubt, the Company is under no obligation to recover any Kinesis Tokens and you understand and agree that all purchases of Kinesis Tokens are non-refundable and therefore you will not receive money or other compensation for any Kinesis Tokens purchased and/or lost for whatever reason.
- 4.4 Failure to use the Website correctly and/or to follow the Company's procedures may result in your not receiving any Kinesis Tokens or losing some or all of the amounts paid in exchange for Kinesis Tokens, regardless of the purchase date. The access and/or use of the Kinesis Distribution Contract and/or the receipt or purchase of Kinesis Tokens through any other means other than via the Website are not sanctioned or agreed to in any way by the Company.

5 PERSONAL INFORMATION

- 5.1 We may determine, in our sole and absolute discretion, that it is necessary to obtain certain information about you in order to comply with applicable law or regulation in connection with your entry into this Agreement. You agree to provide us with such information promptly upon request, and you acknowledge and accept that we may refuse to accept your Funds until you provide such requested information and we have determined that it is permissible for us to receive the Funds from you under applicable law or regulation.
- 5.2 You hereby consent to us transferring your personal data to affiliated companies for processing and to recipients in countries which do not provide the same level of data protection as the Isle of Man if necessary for the above purposes. In the latter case, if we do make such a transfer, we will use commercially reasonable efforts to put in place a contract to ensure that your information is adequately protected.
- 5.3 We (and our affiliates if appropriate) will use your information for administration, customer services, crime (including tax evasion) prevention and detection, anti-money laundering, due diligence and verification of identity purposes. We may disclose your information to our service providers, agents, relevant custodians or similar third parties for these purposes. We may keep your information for a reasonable period.
- 5.4 You hereby consent to us disclosing any of your information which we hold to a foreign governmental or prosecuting authority where, in our opinion, our interests or the interests of any of our affiliates require disclosure. You hereby agree to hold us and our affiliates harmless in respect of any disclosure of information by us in accordance with this Agreement. For the avoidance of any doubt, we shall not be liable to you or any other person

for any loss, damage or expense incurred directly or indirectly as a result of such disclosure unless such loss, damage or expense was caused by our wilful default or fraud.

6 **CONTRIBUTOR REPRESENTATIONS AND WARRANTIES**

6.1 By purchasing Kinesis Tokens, you represent and warrant to the Company that:

6.1.1 You have read and understood the Blueprint, this Agreement and the Schedule hereto.

6.1.2 You have obtained sufficient information about the Kinesis Tokens to make an informed decision to commit to purchase the Kinesis Tokens.

6.1.3 You understand that the Kinesis Tokens will confer only the potential future rights attributed to them as described in the Blueprint and that the Kinesis Tokens confer no further rights of any kind with regard to the Kinesis Platform or the Company, including (without limitation) any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property) or other financial or legal rights.

6.1.4 You are entering into this Agreement to potentially receive Kinesis Tokens and access the Kinesis Platform at a future point in time. You will not receive any Tokens on the date on which you accept this Agreement. **You are not entering into this Agreement for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes.**

6.1.5 You have all requisite power and authority to enter, execute and deliver this Agreement, to use the Kinesis Distribution Contract to purchase Kinesis Tokens and to carry out and perform your obligations under this Agreement.

6.1.6 If an entity, you are duly organised, validly existing and in good standing under the laws of your domiciliary jurisdiction and each jurisdiction where you conduct business.

6.1.7 The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice:

6.1.7.1 any provision of your organisational documents, if applicable;

6.1.7.2 any provision of any judgment or order to which you are a party, by which you are bound, or to which any of your material assets are subject;

6.1.7.3 any material agreement, obligation, duty or commitment to which you are a party or by which you are bound; or

6.1.7.4 any laws, regulations or rules applicable to you.

6.2 Your receipt of Kinesis Tokens shall be made in full compliance with any applicable tax obligations to which you may be subject in a relevant jurisdiction.

6.2.1 If you are receiving Kinesis Tokens on behalf of any entity or person, you are authorised to accept this Agreement and to enter into a binding agreement with us on such entity or person's behalf (and in such circumstance, references in this Agreement

to “you” shall refer to the entity or person on whose behalf you are authorised to purchase the Kinesis Tokens).

- 6.2.2 The execution and delivery of and performance under this Agreement do not require any approval or other action from any governmental authority or person other than you.
- 6.2.3 There is no proceeding or investigation pending, or threatened by any governmental authority that would reasonably be expected by you.
- 6.3 You have sufficient knowledge and experience in financial matters and non-financial assets, including in companies in the development stage, and have a sufficient understanding of cryptographic tokens and other digital assets, digital ledger technology / blockchain-based software systems and digital ledger - blockchain technology, to be able to bear and evaluate the risks and merits of the purchase of Kinesis Tokens, including but not limited to the matters set forth in this Agreement, and you are able to bear any and all risks thereof.
- 6.4 You confirm that you have carefully considered the risks involved in purchasing and holding digital currencies (and in particular purchasing Kinesis Tokens), and that you are aware that you may lose all or part of the Funds and that the Kinesis Tokens may have a low or even no value. You confirm that you are able to incur a complete loss of the Funds without impairing your financial condition and are able to bear the economic risk of entering into this Agreement for an indefinite period of time. You further confirm that there may be additional risks in connection with the transactions envisioned herein that are not currently known.
- 6.5 You declare that the Funds are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and that you will not use Kinesis Tokens to finance, engage in, or otherwise support any unlawful activities, and all payments of Funds will be made only in your name from a digital wallet or bank account not located in a restricted territory as listed by the Company in the Schedule hereto, as may be amended by the Company from time to time.
- 6.6 You declare and confirm that you are not, and have never been, involved in any type of activity associated with money laundering or terrorist financing, and any other applicable anti-corruption or anti bribery statute, nor have you ever been subject to any investigation or sanction by, or a request for information from, any governmental body relating to money laundering, terrorist financing, corruption or bribery under any statute. You hereby entitle the Company to run any check or enquiry with third party providers and waive any privacy or other right in connection therewith and acknowledge that any breach of this representation by you will entitle the Company to terminate this Agreement with immediate effect, including without limitation and in addition to any other action the Company may take, the restriction of access to the Kinesis Software and/or Kinesis Platform. You shall promptly respond and fully collaborate with all requests made by the Company in connection with its, or third parties', 'know your client' and anti-money laundering policies.
- 6.7 You confirm that you are aware and understand the uncertain nature of digital currencies and that the Company is not regulated by any central bank nor other government authority.
- 7 RISKS**
- 7.1 You expressly acknowledge, understand and agree that your participation in the pre-ITO, your entry into this Agreement and your purchase of Kinesis Tokens are all carried out at your sole risk and that all of the aforementioned are each provided, used and acquired on

an "as is" and on an "as available" basis without representations, warranties, promises or guarantees whatsoever of any kind by the Company. You shall rely on your own examination and investigation thereof.

- 7.2 The Company may not successfully develop, market and launch the Kinesis Platform and you may not receive Kinesis Tokens. The Kinesis Platform has not yet been fully developed by the Company and it will require significant capital funding, expertise of the Company's management, time and effort in order to develop and successfully launch the Kinesis Platform in its entirety. It is possible that the Kinesis Tokens and/or the Kinesis Platform may never be released, that there may never be an operational Kinesis Token. Even if fully developed, the Kinesis Token and/or the Kinesis Platform may not meet your current expectations. Despite the Company's efforts to develop and launch the Kinesis Platform and subsequently to further develop and maintain it, it is possible that the Kinesis Platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Kinesis Platform and the Kinesis Tokens.
- 7.3 The Company intends to use the Funds to make significant investments to develop and launch a viable Kinesis Platform and subsequently to build a fulsome network upon which users can realise utility and value. The Company may not have, or may not be able to obtain or procure, the technical skills and the expertise needed to successfully develop the Kinesis Platform and to progress it to a successful launch. Whilst the Company has sought to retain and continue to recruit staff, there is a general scarcity of management, technical, scientific, research and marketing personnel with appropriate training to develop and maintain the Kinesis Token and the Kinesis Platform. If the Company is not successful in its efforts to demonstrate to users the utility and value of the Kinesis Platform, there may not be sufficient demand for the Kinesis Tokens for the Company to proceed. As a result, you may lose some or all of your Funds.
- 7.4 Committing funds in the hope of receiving tokens issued by start-ups (including the Company) involves a high degree of risk. Committing funds in token pre-sales (including pursuant to this Agreement) may involve an even higher degree of risk.
- 7.5 Financial and operating risks confronting start-ups are significant, and the Company is not immune to these. The start-up market in which the Company competes is highly competitive and the percentage of companies that survive and prosper is small. Start-ups often experience unexpected problems in the areas of product development, marketing, financing, and general management, among others, which frequently cannot be solved. In addition, start-ups may require substantial amounts of financing, which may not be available through institutional private placements, the public markets or otherwise.
- 7.6 There are no guarantees as to the price of the Kinesis Tokens purchased by you and no guarantees that the price per Kinesis Token determined in each period of the Kinesis Distribution Period by the market will be equal to or higher than the price at which you acquire them. There is the possibility that the price per Kinesis Token will fall below the price you pay in order to purchase Kinesis Tokens.
- 7.7 The Company reserves the right to change the duration of the pre-ITO and the subsequent ITO as explained in the Blueprint for any reason, including without limitation, bugs in the Kinesis Distribution Contract, Kinesis Software or the Kinesis Platform and/or the unavailability of the Website or other unforeseen, technical, administrative or security issues.

- 7.8 You understand and accept that the Kinesis Distribution Contract concept, the underlying software application and software Kinesis Platform (i.e. the Ethereum ERC-20 Token Standard) is still in an early development stage and is unproven, hence there is no warranty that the process for creating Kinesis Tokens will be uninterrupted or error-free and there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs.
- 7.9 On the Ethereum ERC-20 Token Standard, the timing of block production is determined by proof of work so block production can occur at random times and/or the Ethereum blockchain is prone to periodic congestion during which transactions can be delayed or lost and/or individuals may also intentionally spam the Ethereum network in an attempt to gain an advantage in purchasing cryptographic tokens. Therefore, you acknowledge and understand that the Ethereum blockchain may not include your transaction at the time that you expect and you therefore may not receive Kinesis Tokens the same day that the Funds were paid to the Company.
- 7.10 Kinesis Tokens may be subject to expropriation and or/theft. Hackers or other malicious groups or organizations may attempt to interfere with the Kinesis Distribution Contract, this Agreement or the Kinesis Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing.
- 7.11 You may be unable to sell or otherwise transact in Kinesis Tokens at any time, or for the price that you paid. By using the Kinesis Distribution Contract or the Agreement or by purchasing Kinesis Tokens, you acknowledge, understand and agree that Kinesis Tokens may have no value and/or there is no guarantee or representation of liquidity for the Kinesis Tokens and/or the Company is not and shall not be held responsible for or liable for the market value of Kinesis Tokens, the transferability and/or liquidity of Kinesis Tokens or the availability of any market for Kinesis Tokens through third parties or otherwise.
- 7.12 It is possible that alternative networks could be established that utilise the same or similar open source code underlying the Kinesis Platform and attempt to facilitate services that are materially similar to those offered on the Kinesis Platform. The Kinesis Platform may compete with these alternative networks, which could negatively impact the Kinesis Platform and the Kinesis Tokens.
- 7.13 The Kinesis Tokens are comprised of open-source technologies that depend on a network of computers to run certain software programs to process transactions. Because of this less centralized model, the Company has limited control over the Kinesis Tokens and the Kinesis Platform once launched. In addition, you are not and will not be entitled to, vote or receive dividends or be deemed the holders of capital stock of the Company for any purpose, nor will anything be construed to confer on you any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise.
- 7.14 There may be occasions when certain individuals involved in the Company and/or the development and launch of the Kinesis Platform may encounter potential conflicts of interest in connection with the Kinesis Platform, such that said party may avoid a loss, or even realise a gain, when other holders of Kinesis Tokens are suffering losses. Kinesis Token holders may also have conflicting investment, tax, and other interests, which may arise from the terms of this document, the Kinesis Tokens' code, the Kinesis Platform, the timing of other token pre-sales, or other factors. Decisions made by the key employees of

the Company on such matters may be more beneficial for some holders of Kinesis Tokens than for others.

- 7.15 Holders of Kinesis Tokens may lack information for monitoring their Kinesis Tokens. Kinesis Token holders may not be able to obtain all information they would want regarding the Company, the Kinesis Tokens or the Kinesis Platform, on a timely basis or at all. It is possible that holders of Kinesis Tokens may not be aware on a timely basis of material adverse changes that have occurred with respect to the Kinesis Tokens. While the Company has made efforts to use open-source development for Kinesis Tokens, this information may be highly technical by nature. As a result of these difficulties, as well as other uncertainties, a holder of Kinesis Tokens may not have accurate or accessible information about the Company or the Kinesis Platform.
- 7.16 The Kinesis Token and the Company have no history. The Kinesis Token is, or will, be a newly formed token and has no operating history. The Kinesis Token should be evaluated on the basis that the Company or any third party's assessment of the prospects of the Kinesis Platform may not prove accurate, and that the Company will not achieve its objective. Past performance of the Company, the key individuals associated with it or any similar token, is not predictive of future results.
- 7.17 If the Company and/or the Kinesis Platform are unable to satisfy data protection, security, privacy, and other government and industry-specific requirements, their growth could be harmed. There are a number of data protection, security, privacy and other government and industry-specific requirements, including those that require companies to notify individuals of data security incidents involving certain types of personal data. Security compromises could harm the Company's reputation, erode user confidence in the effectiveness of its security measures, negatively impact its ability to attract new users, or cause existing users to stop using the Kinesis Platform.
- 7.18 The further development and acceptance of blockchain networks, including the Kinesis Platform, which are part of a new and rapidly changing industry, are subject to a variety of factors that are difficult to evaluate. The slowing or stopping of the development or acceptance of blockchain networks and blockchain assets would have an adverse material effect on the successful development and adoption of the Kinesis Platform and the Kinesis Tokens. The growth of the blockchain industry in general, as well as the blockchain networks with which the Kinesis Platform will rely and interact, is subject to a high degree of uncertainty. The factors affecting the further development of the cryptocurrency industry, as well as blockchain networks, include, without limitation:
- Worldwide growth in the adoption and use of Bitcoin, Ether and other blockchain technologies;
 - Government and quasi-government regulation of Bitcoin, Ether and other blockchain assets and their use, or restrictions on or regulation of access to and operation of blockchain networks or similar systems;
 - The maintenance and development of the open-source software of the Bitcoin or Ethereum networks;
 - Changes in consumer demographics and public tastes and preferences;
 - The availability and popularity of other forms or methods of buying and selling goods

and services, or trading assets including new means of using fiat currencies or existing networks;

- General economic conditions and the regulatory environment relating to cryptocurrencies; or
- A decline in the popularity or acceptance of the Bitcoin or Ethereum networks may adversely affect our results of operations.

7.19 The slowing or stopping of the development, general acceptance and adoption and usage of blockchain networks and blockchain assets may deter or delay the acceptance and adoption of the Kinesis Platform and the Kinesis Tokens.

7.20 The prices of blockchain assets are extremely volatile. Fluctuations in the price of Bitcoin Ether or other digital assets could materially and adversely affect the Company's business, and the Kinesis Tokens may also be subject to significant price volatility. The prices of blockchain assets such as Bitcoin and Ether have historically been subject to dramatic fluctuations and are highly volatile, and the market price of the Kinesis Tokens may also be highly volatile. Several factors may influence the market price of the Kinesis Tokens, including, but not limited to:

- Global blockchain asset supply;
- Global blockchain asset demand, which can be influenced by the growth of retail merchants' and commercial businesses' acceptance of blockchain assets like cryptocurrencies as payment for goods and services, the security of online blockchain asset exchanges and digital wallets that hold blockchain assets, the perception that the use and holding of blockchain assets is safe and secure, and the regulatory restrictions on their use;
- Kinesis Token purchasers' expectations with respect to the rate of inflation;
- Changes in the software, software requirements or hardware requirements underlying the Kinesis Platform;
- Changes in the rights, obligations, incentives, or rewards for the various participants in the Kinesis Platform;
- Interest rates;
- Currency exchange rates, including the rates at which digital assets may be exchanged for fiat currencies;
- Fiat currency withdrawal and deposit policies of blockchain asset exchanges on which the Kinesis Tokens may be traded and liquidity on such exchanges;
- Interruptions in service from or failures of major blockchain asset exchanges on which the Kinesis Tokens may be traded;
- Investment and trading activities of large Kinesis Token purchasers, including private and registered funds, that may directly or indirectly invest in the Kinesis Platform or

Kinesis Tokens or other blockchain assets;

- Monetary policies of governments, trade restrictions, currency devaluations and revaluations;
- Regulatory measures, if any, that affect the use of blockchain assets such as the Kinesis Tokens;
- The maintenance and development of the open-source software utilised on the Kinesis Platform;
- Global or regional political, economic or financial events and situations; or
- Expectations among Kinesis Platform or other blockchain assets participants that the value of the Kinesis Tokens or other blockchain assets will soon change.

- 7.21 A decrease in the price of a single blockchain asset may cause volatility in the entire blockchain asset industry and may affect other blockchain assets including the Kinesis Tokens.
- 7.22 A security breach that affects token purchaser or user confidence in Ether or Bitcoin may affect the industry as a whole and may also cause the price of the Kinesis Tokens and other blockchain assets to fluctuate.
- 7.23 The Company may not successfully register with the Isle of Man Financial Services Authority (the “FSA”) as a Designated Business. As at the date of this document, the Company has applied to be registered as a “designated business” with the FSA pursuant to the requirements of Isle of Man law. The Company cannot guarantee that it will successfully register as a Designated Business, and if it does not, the Company will be unable to issue the Kinesis Tokens without breaching Isle of Man law.
- 7.24 By using the Kinesis Distribution Contract, this Agreement and/or by purchasing Kinesis Tokens, you acknowledge and agree that sending Ether or other Cryptocurrencies to the Company through an exchange account and/or holding Kinesis Tokens on a cryptocurrency exchange or with another third party is at your own and sole risk.
- 7.25 You understand that the development of the Kinesis Software and/or Kinesis Platform may be abandoned for a number of reasons, including, but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel, and therefore any ongoing success in the Kinesis Software and/or Kinesis Platform relies solely on the interest and participation of third parties. There can be no assurance or guarantee that there will be sufficient interest or participation in the Kinesis Tokens distribution.
- 7.26 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 governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact Kinesis Tokens in various ways, including, for example, through a determination that Kinesis Tokens are regulated financial instruments that require registration. The Company may cease the distribution of Kinesis

Tokens, the development of the Kinesis Software and/or Kinesis Platform or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

- 7.27 The Kinesis Tokens are not regulated by any central bank, or other government authority. The Company provides no representation as to the legal status of the Kinesis Tokens in any jurisdiction. The Company does not provide investment advice with regard to the purchase of the Kinesis Tokens. The issuance of the Kinesis Tokens will be subject to your acceptance and execution of the relevant legal disclosures and agreements in connection therewith. It is your sole responsibility to seek professional advice prior to entering this Agreement.
- 7.28 The industry in which the Company operates is new and may be subject to heightened oversight and scrutiny including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of the Company and/or pursue enforcement actions against the Company. Such governmental activities may or may not be the result of targeting the Company in particular. All of this may subject the Company to judgments, settlements, fines or penalties, or cause the Company to restructure its operations and activities or to cease offering certain products or services, all of which could harm the Company's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the Kinesis Tokens and/or the development of the Kinesis Software and/or Kinesis Platform.
- 7.29 You understand and accept that the risks described herein and other risks which are not specifically mentioned may cause you damage including, among other things, the complete loss of Funds and/or Kinesis Tokens, and that the Company reserves the right in its sole discretion not to compensate, refund or guarantee any remedy for any damage or loss to you and/or to any third party in relation thereto.

8 NO REPRESENTATIONS OR WARRANTIES

- 8.1 The Company does not make, and expressly disclaims, all representations and warranties, express, implied or statutory with respect to the Kinesis Distribution Contract, the Agreement and the Kinesis Tokens, and specifically does not represent or warrant and expressly disclaims any representation or warranty, express, implied or statutory, including without limitation, any representations or warranties of title, non-infringement, merchantability, usage, suitability or fitness for any particular purpose, or as to the workmanship or technical coding thereof, or the absence of any defects therein, whether latent or patent.
- 8.2 You acknowledge and understand that Kinesis Tokens purchased pursuant to this Agreement are not tokens on the Kinesis Platform, and that you should not expect and there is no guarantee or representation made by the Company that you will receive any other product, service, rights, attributes, functionalities, features or assets of any kind whatsoever, including, without limitation, any cryptographic tokens or digital assets now or in the future whether through receipt, exchange, conversion, redemption or otherwise. Moreover, holding Kinesis Tokens is not a guarantee, representation or warranty that you will be able to use the Kinesis Platform or receive any tokens utilised on the Kinesis Platform, even if the Kinesis Platform is launched and the Kinesis Software is adopted, all of which there is no guarantee, representation or warranty made by the Company.
- 8.3 The Kinesis Software and/or Kinesis Platform might not be capable of completion, implementation or adoption. It is possible that no blockchain utilizing the Kinesis Software will ever be launched and there may never be an operational Kinesis Platform. You should not rely on the Kinesis Software or the ability to receive tokens associated with the Kinesis Platform in the future. Even if the Kinesis Software is completed, implemented and adopted,

it might not function as intended, and any tokens associated with a blockchain adopting the Kinesis Software may not have functionality that is desirable or valuable. Also, technology is changing rapidly, so the Kinesis Tokens and any tokens transferable on the Kinesis Platform may become outdated. Moreover, even if completed, the Kinesis Software will rely, in whole or partly, on third parties to adopt and implement it and to continue to develop, supply, and otherwise support it. There is no assurance or guarantee that those third parties will complete their work, properly carry out their obligations, or otherwise meet anyone's needs, all of which might have a material adverse effect on the Kinesis Software and/or Kinesis Platform.

- 8.4 The Company does not make any representations or warranties, express or implied, including, without limitation, any warranties of title or implied warranties of merchantability or fitness for a particular purpose with respect to the Kinesis Distribution Contract, the Agreement, the Kinesis Tokens or their utility, or the ability of anyone to purchase or use the Kinesis Tokens. Without limiting the foregoing, the Company does not represent or warrant that the Website and/or the process of distributing the Kinesis Tokens or receiving the Kinesis Tokens will be uninterrupted or error-free or that the Kinesis Tokens are reliable and error free. As a result, you acknowledge and understand that you may never receive Kinesis Tokens and/or may lose the entire amount of Funds.

9 LIMITATION OF LIABILITY

- 9.1 To the fullest extent permitted by applicable law, you disclaim and hold harmless the Company against any cause of action in any jurisdiction that would give rise to any damages whatsoever, and the Company shall not be liable to you for any type of damages, even if and notwithstanding the extent the Company had been advised of the possibility of such damages. You agree not to seek any refund, compensation or reimbursement from the Company, regardless of the reason, and regardless of whether the reason is identified in the Agreement.
- 9.2 Without derogating from the above, under no circumstances will the aggregate joint liability of the Company, whether in contract, warrant, tort or other theory, for damages to you under the Agreement exceed the amount actually received by the Company from you.
- 9.3 You understand and agree that the Company shall not be liable and disclaims all liability to you in connection with any force majeure event, including but not limited to, 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, and, for the avoidance of doubt, changes to any blockchain-related protocol.
- 9.4 To the fullest extent permitted by applicable law, you release the Company from any and all 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 you and the acts or omissions of any third parties.

10 INDEMNIFICATION

- 10.1 To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless and reimburse the Company from and against any and all actions, proceedings, claims, damages, demands and actions (including without limitation fees and expenses of

counsel), incurred by the Company arising from or relating to your and/or anyone on your behalf:

- 10.1.1 use of the Website and/or purchase or Kinesis Tokens;
- 10.1.2 responsibilities or obligations under this Agreement;
- 10.1.3 any breach of or violation of the Website, this Agreement or the Kinesis Distribution Contract;
- 10.1.4 inaccuracy in any representation or warranty;
- 10.1.5 violation by you of any rights of any other person or entity; and/or
- 10.1.6 act or omission that is negligent, unlawful or constitutes wilful misconduct. Without derogating from any other indemnities available to the Company under applicable law, the Company reserves the right to exercise sole control over the defence at your expense for any and all claims.

11 **TAXES**

You acknowledge, understand and agree that the purchase and receipt of Kinesis Tokens may have tax obligations and/or consequences, which you are solely responsible to comply with, and the Company will bear no liability or responsibility with respect to any of your tax obligations and/or consequences. The Company is not responsible for withholding, collecting, reporting, paying, settling and/or remitting any use, value added, or similar tax arising from your entering into this Agreement and your potential future receipt of Kinesis Tokens. We cannot and do not provide tax advice and we recommend that you seek appropriate professional advice in this area if required.

12 **DISPUTE RESOLUTION**

- 12.1 Any disagreement or dispute between the Parties arising under, in connection with or in relation to the Agreement shall be resolved exclusively and finally by confidential binding arbitration in accordance with the procedures set forth in this clause 12.1. The arbitration shall be conducted in the Isle of Man, or such other location if the Parties mutually agree. The arbitration proceedings will be conducted in accordance with, and pursuant to, the then most applicable rules of arbitration (the "**Arbitration Rules**") of the International Chamber of Commerce which can be found here: <https://iccwbo.org/dispute-resolution-services/arbitration/rules-of-arbitration/>.
- 12.2 A single neutral arbitrator (the "**Arbitrator**") shall be selected pursuant to the Arbitration Rules; provided that (notwithstanding the Arbitration Rules) each party shall have the right to pre-emptively challenge any Arbitrator that has previously arbitrated any matter for either Party. The Arbitrator will have the same power (but no greater power) to grant all appropriate legal and equitable relief, both by way of interim relief and as a part of the final award, as may be granted by any court of competent jurisdiction, in order to carry out the terms of this Agreement (including declaratory and injunctive relief and damages). The Arbitrator shall render an award and written opinion explaining the award, and the decisions and award of the Arbitrator shall be final and binding upon the Parties. All awards and orders of the Arbitrator, including interim relief, may be enforced by any court of competent jurisdiction. The Parties agree that the award of the Arbitrator may be enforced against them or their assets wherever they may be found and that a judgment upon the award may be entered in

any court having jurisdiction thereof. The Parties hereto hereby waive to the fullest extent permitted by applicable law any rights to appeal or to review of such award by any court or tribunal. In the event of any conflict between the Arbitration Rules and the provisions of this clause 12, this clause 12 shall prevail.

13 MISCELLANEOUS

- 13.1 This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the Isle of Man, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.
- 13.2 You shall not assign this Agreement without the prior written consent of the Company. Any assignment or transfer in violation of this clause 13 will be void. The Company may assign the Agreement to an affiliate, in which case the Agreement and the rights and obligations of the Parties hereunder will be binding upon and inure to the benefit of the Company's respective successors, assigns, heirs, executors, administrators and legal representatives.
- 13.3 This Agreement, including the schedule attached hereto and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by the Company regarding the Website, the Kinesis Tokens, the Kinesis Software, the Kinesis Platform or anything else pertaining to the Website and/or this Agreement.
- 13.4 If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the provision shall be modified to make it valid and, to the extent possible, effectuate the original intent of the Parties as closely as possible in an acceptable manner so that the transactions contemplated hereby can be carried out as originally contemplated to the fullest extent possible.
- 13.5 The Company may modify this Agreement at any time by posting a revised version on the Website. The modified terms will become effective upon posting. It is your responsibility to check the Website regularly for modifications to this Agreement.
- 13.6 This Agreement will terminate upon the completion of the Kinesis Distribution Period as explained in the Blueprint. The Company reserves the right to terminate this Agreement, in its sole discretion, in the event that you are in breach hereof. Upon termination of this Agreement, all of your rights under this Agreement will immediately terminate and you will not be entitled to a refund of any Funds paid. Clauses 1.5, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 will continue to survive termination of this Agreement.
- 13.7 The failure by the Company to exercise or enforce any right or provision of this Agreement will not constitute a present or future waiver of such right or provision nor limit the Company's right to enforce such right or provision at a later time. All waivers by the Company must be unequivocal and in writing to be effective.
- 13.8 Nothing in this Agreement and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose. No Party has, pursuant to this Agreement, any authority or power to

bind or to contract in the name of the other Party. This Agreement does not create any third party beneficiary rights in any person.

- 13.9 You agree and acknowledge that all agreements, notices, disclosures and other communications that the Company provides to you pursuant to this Agreement or in connection with or related to your purchase of Kinesis Tokens, including this Agreement, may be provided by the Company, in its sole discretion, to you, in electronic form.

Schedule

LIST OF RESTRICTED TERRITORIES

- Libya;
- Sudan (North);
- South Sudan;
- Syria;
- Islamic Republic of Iran; and
- Democratic People's Republic of North Korea.

The Company reserves the right to add any additional countries or territories at any time and without prior notice.