

APPENDIX B

KINESIS

SIMPLE AGREEMENT FOR FUTURE TOKENS

1. GENERAL

- 1. This Simple Agreement for Future Tokens (the "<u>Agreement</u>" or "<u>SAFT</u>") is an agreement made between Kinesis Limited of Millennium House, Victoria Road, Douglas, Isle of Man, IM2 4RW (the "<u>Company</u>") and you (or the entity you represent) as a contributor (the "<u>Contributor</u>") (individually a "<u>Party</u>" and together the "<u>Parties</u>").
- 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 utilized through the use of Digital Ledger Technology (the "Kinesis Distribution Contract").
- 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 the SAFT under applicable law.
- 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 Kinesis Blueprint as may be amended from time to time (the "Blueprint") and can be found at Kinesis 's website www.kinesis.money (the "Website").
- 5. Your contributory payment of funds (the "Funds") will be done via a transfer to the Company's elected banking institution or via the Website. You can transfer Funds in the form of Fiat and / or Ether or additional virtual currency ("Cryptocurrency") and all as made available in your jurisdiction over the Website as may be changed from time to time.
- 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 as a means to enable usage of and interaction with and within the Kinesis Platform, if successfully completed and deployed.
- 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 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

- 1. The Agreement shall be effective and binding on the Parties 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 at the Website contain; or, if earlier



- ii. Upon the Company's receipt of your payment of Funds. 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. The Company has prepared the Presentation and Blueprint, which is available on the Website describing matters relating to the Kinesis Software and Kinesis Platform. By perusing the actions sent in Section 2.1 above you confirm you have read and understand the Blueprint and its contents.
- 3. Any person who purchases Kinesis Tokens or enters into the SAFT 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 in to this Agreement and purchase Kinesis Tokens provided that they are accredited or qualified investors, provided that they supply evidence 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

- 1. During the Kinesis sale period (the "<u>Distribution Period</u>"), the Company will provide specific procedures on how you should purchase Kinesis Tokens and you will not have any objection to such procedures and material specifications.
- 2. The distribution of the Kinesis Tokens will occur by the end of the Kinesis Distribution Period. Any contributor buying through the Website shall receive the same price, subject to Section 3.3 and any phased discount contemplated in the Blueprint.
- 3. The Company reserves the right to allocate a portion of the Kinesis Tokens for Pre-Sale as described at the White Paper.
- 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. For the avoidance of doubt, such parties will participate on the same terms as you and be bound by this Agreement.

4. **SECURITY**

- 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 the SAFT.
- 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 utilized 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.
- 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 got 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. 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

 Upon the Company's request, you will immediately provide to the Company information and documents which the Company, in its sole discretion, deems necessary or appropriate to comply with any laws, regulations, rules, internal policies or agreements, including without limitation judicial process. Such documents include, but are not limited to, passport or governmental identification documents (including cards), driver's license, utility bills, photographs of associated individuals, sworn statements, articles of association, certificates of incorporation, financial statements etc. ("Personal Documentation").

6. CONTRIBUTOR REPRESENTATIONS AND WARRANTIES

- 1. By purchasing Kinesis Tokens, you represent and warrant to the Company that:
 - You have all requisite power and authority to enter, execute and deliver the SAFT, to use the Kinesis Distribution Contract to purchase Kinesis Tokens and to carry out and perform your obligations under SAFT.
 - ii. If an entity, you are duly organized, validly existing and in good standing under the laws of your domiciliary jurisdiction and each jurisdiction where you conduct business.
 - iii. 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:
 - a) any provision of your organizational documents, if applicable;
 - b) 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;
 - c) any material agreement, obligation, duty or commitment to which you are a party or by which you are bound; or
 - d) any laws, regulations or rules applicable to you.
 - iv. 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.
 - v. There is no proceeding or investigation pending, or threatened by any governmental authority that would reasonably be expected by you.
- 2. You have sufficient knowledge and experience in financial matters and non-financial assets, including in companies in the development stage and acknowledges that it is able to fend for itself,



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 the Agreement, and you are able to bear any and all risks thereof.

- 3. You have confirmed that you 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 have further confirmed that there may be additional risks in connection with the transactions envisioned herein that are not currently known or that are currently deemed immaterial.
- 4. 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 Exhibit A, as may be amended by the Company from time to time.
- 5. You declare confirm that you are not, and have not been involved in any type of activity associated with money laundering or terror financing, and any other applicable anti-corruption or anti bribery statute, nor was ever subject, to any investigation by, or has received a request for information from any governmental body relating to 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. 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

- 1. You expressly acknowledge, understand and agree that your participation in the Kinesis Distribution, the Agreement and the purchasing 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 and you shall rely on your own examination and investigation thereof.
- 2. 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 each period by the market will be equal to or higher in the subsequent periods of the Kinesis Distribution Period. There is the possibility that the price per a Kinesis Token in subsequent periods of the Kinesis Distribution Period will fall below the price paid by initial contributors of Kinesis Tokens during the Kinesis Distribution Period.
- 3. The Company reserves the right to change the duration of the Kinesis Distribution Period 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.



- 4. You understand and accept that the Kinesis Distribution Contract concept, the underlying software application and software 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 why there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs.
- 5. 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.
- 6. 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, the SAFT 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. 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.
- 8. By using the Kinesis Distribution Contract, the Agreement and/or by purchasing Kinesis Tokens, you acknowledge and agree that sending Cryptocurrencies to the Kinesis Token Contract 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.
- 9. You understand that the development of the Kinesis Software and/or 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.
- 10. 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.
- 11. 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 of 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.

- 12. 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.
- 13. You understand and accept that the risks described hereof and other risks which are not specifically mentioned may cause you damage including, inter alia, 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

- 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.
- 2. You acknowledge and understand that Kinesis Tokens purchased under the SAFT 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 utilized 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.
- 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 might have a material adverse effect on the Kinesis Software and/or Kinesis Platform.
- 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, which were paid to the Company.

9. LIMITATION OF LIABILITY

- 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.
- 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.
- 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, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.
- 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

- 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:
 - i. use of the Website and/or purchase or Kinesis Tokens;
 - ii. responsibilities or obligations under the Agreement;
 - iii. any breach of or violation of the Website, the Agreement or the Kinesis Distribution Contract;
 - iv. inaccuracy in any representation or warranty;



- v. violation by you of any rights of any other person or entity; and/or
- vi. act or omission that is negligent, unlawful or constitutes willful 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 defense 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.

12. DISPUTE RESOLUTION

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 Section 12.1. The arbitration shall be conducted in [London], 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 founder here: https://iccwbo.org/dispute-resolution-services/arbitration/rules-of-arbitration/. A single neutral arbitrator (the "Arbitrator") shall be selected pursuant to the Arbitration Rules; provided, however, that, notwithstanding the Arbitration Rules, each 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 these Terms (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 Section 12.1, this Section 12.1 shall control.

13. MISCENALLEOUS

- 1. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the England and Wales, 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.
- 2. You shall not assign this Agreement without the prior written consent of the Company. Any assignment or transfer in violation of this Section 13.2 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.



- 3. The Agreement, including the exhibits 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 the Agreement.
- 4. If any provision of the 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 be carried out as originally contemplated to the fullest extent possible.
- 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 the Agreement.
- 6. The Agreement will terminate upon the completion of all sales in the Kinesis Token Distribution. The Company reserves the right to terminate the Agreement, in its sole discretion, in the event that you are in breach hereof. Upon termination of the Agreement all of your rights under this Agreement immediately terminate you will not be entitled to a refund of any amount paid. Sections 1.5, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 will continue to survive termination of the SAFT.
- 7. The failure by the Company to exercise or enforce any right or provision of the SAFT 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.
- 8. Nothing in the 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 the Agreement and no action taken by the Parties pursuant to the Agreement shall constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose. No Party has, pursuant to the 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.
- 9. You agree and acknowledge that all agreements, notices, disclosures and other communications that the Company provides to you pursuant to the Agreement or in connection with or related to your purchase of Kinesis Tokens, including the Agreement, may be provided by the Company, in its sole discretion, to you, in electronic form.



EXHIBIT A

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.