

### Legal Disclaimer:<sup>1</sup>

PLEASE READ THIS SECTION (AND THIS WHITEPAPER GENERALLY) CAREFULLY. YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL, TAX AND OTHER PROFESSIONAL ADVISOR(S) BEFORE TAKING ANY ACTION IN CONNECTION WITH THIS WHITEPAPER.

This whitepaper is intended to present relevant information to potential purchasers (the “Purchasers” and each a “Purchaser”) in connection with the proposed offering for sale (the “Token Launch”) by VIAZ, an exempted company incorporated with limited liability in the Cayman Islands, (“the Company”, “we” or “us”) of cryptographic tokens on the Tezos blockchain with the symbol [‘VIAZ’]<sup>2</sup> (the “Tokens”), including information about the borrowing and lending introduction platform and decentralized app named ‘VIAZ’ developed, operated and maintained by [the Company]<sup>3</sup> (the “VIAZ Platform”) and the Michelson-compliant smart contract connected to the VIAZ Platform (the “VIAZ Smart Contract”). The development and launch of the VIAZ Platform by [the Company] will be partially funded by the Company using the proceeds of the sale of the Tokens.

The information contained in this whitepaper is not intended to be exhaustive and the statements included in this whitepaper are not intended to be relied upon or create or form part of a contractual relationship (unless the context otherwise requires).

Nothing in this whitepaper shall be deemed to constitute a prospectus of any sort, a solicitation for investment or investment advice nor does it in any way pertain to an offering or a solicitation of an offer to buy any securities in any jurisdiction. This whitepaper is not composed in accordance with, and is not subject to, laws or regulations of any jurisdiction which are designed to protect investors. To the maximum amount permitted by applicable law, each of the Company and [NAMES OF OTHER DISCLAIMING PARTIES (IF ANY)] (collectively, the “Associated Parties” and each an “Associated Party”) expressly disclaim and shall not be liable for any and all responsibility for any direct or any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with (i) the Purchaser’s acceptance of or reliance on any information contained in this whitepaper, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting therefrom.

All statements, estimates and financial information contained in this whitepaper, made in any press releases or in any place accessible by the public and oral statements that may be made by the Company or any Associated Party that are not statements of historical fact, constitute “forward-looking statements”. Nothing contained in this whitepaper is or may be relied upon as a promise, representation or undertaking as to the future performance or policies of the Company.

Further, the Company disclaims any responsibility to update any of those forward-looking statements or publicly announce any revisions to those forward-looking statements to reflect future developments, events or circumstances, even if new information becomes available or other events occur in the future.

This whitepaper, and any sale of Tokens referred to in this whitepaper, will be subject to and governed by terms and conditions of purchase of such Tokens. Such terms and conditions of purchase will be delivered by the Company to the prospective Purchaser after its receipt of a completed application form, and the completion of the Company's AML and KYC procedures (defined below).<sup>4</sup>

Where there is any inconsistency between such terms and conditions of purchase and this whitepaper, the terms and conditions of purchase shall prevail and govern.

## Important Notices

The acquisition of Tokens involves a high degree of risk. Before acquiring Tokens, it is recommended that each Purchaser conduct its own careful examination of all relevant information and risks about the Company, the VIAZ Platform and Tokens, the Tezos blockchain and, specifically, the disclosures and risk factors set out below and in this whitepaper. If any such risks actually occur, the Company, the VIAZ Platform, the Tokens and the Purchaser's Tokens may be materially and adversely affected, including the Purchaser's Tokens being rendered worthless or unusable.

The acquisition of Tokens from the Company does not present an exchange of cryptocurrencies for any form of shares or equity interests in the Company, and a holder of any Tokens issued by the Company is not entitled to any guaranteed form of dividend or other revenue right. Holders of Tokens are only entitled to the use of the VIAZ Platform (if and when developed) and certain other rights within the VIAZ Platform in accordance with the terms set out herein.

The Tokens are available to Purchasers in exchange for certain other cryptographic tokens and currencies (subject to the Company's anti-money laundering ("AML") and "know your customer" ("KYC") procedures being satisfied (including as to source of funds)) and the Company does not provide any exchange of the Tokens for fiat currency. The Company also does not provide custodial or wallet services for the Tokens.

No regulatory authority has examined or approved any of the information set out in this whitepaper. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of this whitepaper does not imply that any such applicable laws, regulatory requirements or rules have been complied with.

Any person or entity, including anyone acting on its behalf, being based, being a citizen or resident, domiciled, located or incorporated where applicable laws prohibit or restrict distribution or dissemination of the Company's materials, acquiring Tokens or accessing the VIAZ Platform including, but not limited to, the United States of America and any of its lands, the Cayman Islands, New Zealand, Canada, People's Republic of China, Singapore, Republic of Korea or any other country that prohibits the sale of Tokens shall not use the VIAZ Platform or acquire Tokens, otherwise such person assumes all the responsibility arising from the continued use of the VIAZ Platform and/or Tokens.

The Tokens may be placed on third-party exchanges, giving future Purchasers an opportunity to openly buy Tokens. A user seeking to acquire Tokens following the Token Launch will have to buy Tokens on such exchanges. Conversely, Tokens may be sold on such exchanges if the holder of Tokens would like to exit the VIAZ Platform ecosystem. A Purchaser will be subject to a lockup which will prohibit the sale or transfer of their Tokens for a period of three months (where the Tokens were acquired during a private sale phase of the Token Launch) or one month (where the Tokens were acquired during a public sale phase of the Token Launch), in each case commencing on the date when the Tokens were first placed on a third-party exchange.<sup>5</sup>

Existing laws on the circulation of securities in certain countries, such as the United States of America, People's Republic of China, South Korea, Canada and Singapore, may prohibit the sale of the Tokens to the residents of those countries. In addition, proposed transfers of the Tokens (or the transferee's use of the VIAZ Platform) may be blocked by the Company in circumstances where the proposed transferee has not already completed the Company's KYC and AML procedures (including, without limitation, verification of identity and source of funds) to its satisfaction.<sup>6</sup> Purchasers should be aware of the restrictions on the subsequent sale of the Tokens.

The Tokens are not redeemable at the option of a Purchaser and are in essence "closed-ended". The Tokens are non-refundable save in the limited circumstances expressly set out in these terms.

The minimum aggregate Token purchase amount is [AMOUNT].<sup>7</sup>

The Company is not currently required to register with the Cayman Islands Monetary Authority because the Company is not a collective investment vehicle and the Tokens are not shares, trust units or partnership interests and accordingly are not currently considered equity interests for the purposes of the Mutual Funds Law (2015 Revision) of the Cayman Islands ("MFL"). Additionally, as the Tokens are not redeemable it would, in any event, be considered 'closed-ended'. Purchasers must appreciate that the Cayman Islands Monetary Authority has therefore not reviewed this whitepaper and have not passed any judgment on the merits of the Company or acquiring the Tokens. The Cayman Islands Monetary Authority will have no oversight of the operations of the Company or the Tokens.

The Company is not a bank, does not hold itself out as being a bank and does not provide any form of 'banking business' within the meaning of the Banks and Trust Companies Law (2018 Revision) of the Cayman Islands ("BTCL"). The Company is therefore not registered with, or subject to supervision from, the Cayman Islands Monetary Authority in relation to its operations or the operations of the VIAZ Platform.

This whitepaper does not constitute an offer of the Tokens to the members of the Public in the Cayman Islands. "Public" for these purposes does not include a sophisticated person, a high net worth person, a company, partnership or trust of which the shareholders, unit holders or limited partners are each a sophisticated person, a high net worth person any exempted or ordinary non-resident company registered under the Companies Law (2018 Revision) or a foreign company registered pursuant to Part IX of the Companies Law (2018 Revision) or any such company acting as general partner of a partnership registered pursuant to the provisions of the Exempted Limited Partnership Law (2018 Revision) or any director or officer of the same acting in such capacity or the Trustee of any trust registered or capable of registering pursuant to the provisions of the Trusts Law (as Revised).

The Cayman Islands Government has not yet proposed or passed any legislation expressly regulating crypto currencies, cryptographic tokens, initial coin offerings or token generating events and its regulatory intentions are unclear. Each Purchaser should be aware that any new laws imposed in the Cayman Islands (or amendments to the existing laws of the Cayman Islands,

such as the MFL or BTCL (among others)) could, among other things: (i) prohibit the sale, purchase or transfer of the Tokens or otherwise make holding them illegal, (ii) require the Company to register itself or the Tokens with the Cayman Islands Monetary Authority and become subject to its supervision, (iii) require the Company to cease operations or move to another jurisdiction and/or (iv) adversely affect or destroy the value of a Purchaser's Tokens, and that such new laws or amendments could be imposed very quickly and without warning.

The Cayman Islands Monetary Authority issued a public advisory on virtual currencies on 23 April 2018 ("Advisory"). The Advisory can be accessed online using the following link:-

[https://www.cima.ky/upimages/noticedoc/1524507769PublicAdvisory-VirtualCurrencies\\_1524507769.pdf](https://www.cima.ky/upimages/noticedoc/1524507769PublicAdvisory-VirtualCurrencies_1524507769.pdf)

The Advisory advises potential Purchasers to thoroughly research virtual currencies, digital coins, tokens and the companies behind them prior to purchase in order to protect themselves. All prospective Purchasers are advised to read the Advisory before proceeding with a purchase of the Tokens.

### Notices for Particular Purchasers

**Notice to prospective Purchasers in the People's Republic of China:** For residents of the People's Republic of China (which, for the purposes of this whitepaper, does not include Hong Kong, Macau, and Taiwan) only: the Tokens may not be marketed, offered or sold directly or indirectly to the public in the People's Republic of China (the "PRC") and neither this whitepaper nor any corresponding agreement for the purchase of the Tokens ("Purchase Documents"), which has not been submitted to the PRC Securities and Regulatory Commission, nor any offering material or information contained herein relating to the Tokens, may be supplied to the public in the PRC or used in connection with any offer for the subscription or sale of the Tokens to the public in the PRC. The information contained in this whitepaper and the Purchase Documents will not constitute an offer to sell or an invitation, advertisement or solicitation of an offer to buy any Tokens within the PRC.

**Notice to prospective Purchasers in Singapore:** This whitepaper and the Purchase Documents have not been registered as a prospectus with the Monetary Authority of Singapore under the Securities and Futures Act, Chapter 289 of Singapore. Accordingly, this whitepaper and the Purchase Documents and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Tokens may not be circulated or distributed, nor may the Tokens be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore.

**Notice to prospective Purchasers in the United Kingdom:** This whitepaper and the Purchase Documents are being distributed only to, and are directed only at: (i) investment professionals (within the meaning of article 19(5) of The Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 as amended (the "FPO"); (ii) persons or entities of a kind described in article 49 of the FPO; (iii) certified sophisticated investors (within the meaning of article 50(1) of the FPO); and (iv) other persons to whom it may otherwise lawfully be communicated (all such persons together being referred to as "Relevant Persons"). This whitepaper and the Purchase

Documents have not been approved by an authorised person. The Tokens to which this document relates are available only to (and Tokens will only be sold to) Relevant Persons. Persons who are not Relevant Persons should not take any action based upon this whitepaper and should not rely on it. It is a condition of any such prospective Purchaser in the United Kingdom receiving and retaining this whitepaper that they warrant to the Company, its directors and its officers that they are a Relevant Person.

**Any person or entity subject to sanctions from the United States of America, the United Kingdom or the Cayman Islands from time to time including, without limitation, certain citizens of Belarus, Burundi, Central African Republic, Cuba, Iran, Libya, North Korea, Somalia, Sudan and Darfur, Mali, Republic of Guinea, Republic of Guinea-Bissau, Syria and Zimbabwe will not be permitted to enter into the Purchase Documents or otherwise purchase Tokens.**

## Disclosures Regarding This Whitepaper

### Accuracy of Information, No Consent of Parties Referenced in whitepaper

This whitepaper includes market and industry information and forecasts that have been obtained from internal surveys, reports and studies, where appropriate, as well as market research, publicly available information and industry publications. Such surveys, reports, studies, market research, publicly available information and publications generally state that the information that they contain has been obtained from sources believed to be reliable, but there can be no assurance as to the accuracy or completeness of such included information.

The Company may provide hyperlinks to websites of entities mentioned in this whitepaper, but the inclusion of a link does not imply that the Company endorses, recommends or approves any material on the linked page or accessible from it. Such linked websites are accessed entirely at the prospective Purchaser's own risk. The Company accepts no responsibility whatsoever for any such material, or for consequences of its use.

Save for the Company and its respective directors, executive officers and employees, no person has provided his or her consent to the inclusion of his or her name and/or other information attributed or perceived to be attributed to such person in connection therewith in this whitepaper and no representation, warranty or undertaking is or purported to be provided as to the accuracy or completeness of such information by such person and such persons shall not be obliged to provide any updates on the same.

Neither the Company nor any of the Associated Parties has conducted any independent review of the information extracted from third party sources, verified the accuracy or completeness of such information or ascertained the underlying economic assumptions relied upon therein. Consequently, neither the Company nor its directors, executive officers and employees acting on its behalf makes any representation or warranty as to the accuracy or completeness of such information and shall not be obliged to provide any updates on the same.

### Terms Used

To facilitate a better understanding of the Tokens being offered by the Company for purchase, and the businesses and operations of the Company, certain technical terms and abbreviations, as well as, in certain instances, their descriptions, have been used in this whitepaper. These descriptions and assigned meanings should not be treated as being definitive of their meanings and may not correspond to standard industry meanings or usage.

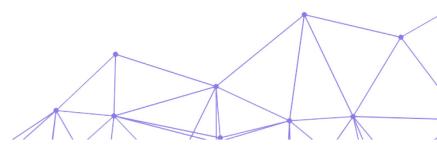
In this whitepaper, words importing the singular shall, where applicable, include the plural and vice versa and words importing the masculine gender shall, where applicable, include the feminine and neuter genders and vice versa. References to persons shall include corporations. References to any law or regulation shall include references to any statutory modification or re-enactment thereof.

## Forward Looking Statements

All statements, estimates and financial information contained in this whitepaper, made in any press releases or in any place accessible by the public and oral statements that may be made by the Company or any Associated Party that are not statements of historical fact, constitute "forward-looking statements". Some of these statements can be identified by forward-looking terms such as "aim", "target", "anticipate", "believe", "could", "estimate", "expect", "if", "intend", "may", "plan", "possible", "probable", "project", "should", "would", "will" or other similar terms. However, these terms are not the exclusive means of identifying forward-looking statements. All statements regarding the Company's financial position, business strategies, plans and prospects and the future prospects of the industry which the Company is in are forward-looking statements. These forward-looking statements, including but not limited to statements as to the Company's revenue and profitability, prospects, future plans, other expected industry trends and other matters discussed in this whitepaper regarding the Company are matters that are not historic facts, but only predictions.

Such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual events or results, performance or achievements to differ materially from the estimates or the results implied or expressed in such forward-looking statements. These factors include, amongst others:

- changes in political, social, economic and stock or cryptocurrency market conditions, and the regulatory environment in the countries in which the Company conducts its businesses and operations;
- the risk that the Company may be unable to execute or implement its business strategies and future plans;
- changes in interest rates and exchange rates of fiat currencies and cryptocurrencies;
- changes in the anticipated growth strategies and expected internal growth of the Company or the VIAZ Platform;
- changes in the availability and fees payable to the Company in connection with its businesses and operations and/or the VIAZ Platform;
- changes in the availability and salaries of employees who are required by the Company to operate its businesses and operations and/or the VIAZ Platform;
- changes in preferences of the customers of the Company or the VIAZ Platform;
- changes in competitive conditions under which the Company operates, and the ability of the Company to compete under such conditions;
- changes in the future capital needs of the Company and the availability of financing and capital to fund such needs;
- war or acts of international or domestic terrorism;



- occurrences of catastrophic events, natural disasters and acts of God that affect the businesses and/or operations of the Company and/or the VIAZ Platform;
- other factors beyond the control of the Company; and
- any risks or uncertainties associated with the Company and its business and operations, the Tokens, the Token Launch, the VIAZ Platform and the underlying assets (each as referred to in this whitepaper).

Nothing contained in this whitepaper is or may be relied upon as a promise, representation or undertaking as to the future performance or policies of the Company. Further, the Company disclaims any responsibility to update any of those forward-looking statements or publicly announce any revisions to those forward-looking statements to reflect future developments, events or circumstances, even if new information becomes available or other events occur in the future.

#### No further information or update

No person has been or is authorised to give any information or representation not contained in this whitepaper in connection with the Company and its business and operations, the Tokens, the Token Launch and the underlying assets (each as referred to in the whitepaper) and, if given, such information or representation must not be relied upon as having been authorised by or on behalf of the Company. The Token Launch (as referred to in this whitepaper) shall not, under any circumstances, constitute a continuing representation or create any suggestion or implication that there has been no change, or development reasonably likely to involve a material change in the affairs, conditions and prospects of the Company or in any statement of fact or information contained in this whitepaper since the date hereof.

#### Restrictions on Distribution and Dissemination of whitepaper

The distribution or dissemination of this whitepaper or any part thereof may be prohibited or restricted by the laws, regulatory requirements and rules of any jurisdiction. In the case where any restriction applies, you are to inform yourself about, and to observe, any restrictions which are applicable to your possession of this whitepaper or such part thereof (as the case may be) at your own expense and without liability to the Company or the Associated Persons.

Persons to whom a copy of this whitepaper has been distributed or disseminated, provided access to or who otherwise have the whitepaper in their possession shall not circulate it to any other persons, reproduce or otherwise distribute this whitepaper or any information contained herein for any purpose whatsoever nor permit or cause the same to occur.

## Language of whitepaper

This whitepaper may have been prepared in multiple languages. In the event of any inconsistencies between one version and another, the English language version shall prevail.

## Risk Factors and Disclosures<sup>8</sup>

**IMPORTANT NOTICE: PROSPECTIVE PURCHASERS SHOULD CAREFULLY CONSIDER THE RISKS INVOLVED IN DETERMINING WHETHER PURCHASING THE TOKENS IS SUITABLE FOR THEM, CERTAIN OF WHICH ARE SUMMARISED BELOW. THE COMPANY RESERVES THE RIGHT TO UPDATE THIS LIST OF RISK FACTORS AND DISCLOSURES FROM TIME TO TIME.**

## DISCLOSURES REGARDING TOKENS

### Nature of Tokens

Except as explicitly set out in this whitepaper, Tokens do not have any rights, uses, purpose, attributes, functionalities or features, express or implied, including, without limitation, any uses, purpose, attributes, functionalities or features on the VIAZ Platform. The Company does not guarantee and is not representing in any way to a Purchaser that the Tokens have any rights, uses, purpose, attributes, functionalities or features. The purchase of Tokens does not provide a Purchaser with rights of any form with respect to the Company or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights; is not a loan to the Company; and does not provide the Purchaser with any ownership or other interest in the Company.

A high degree of technical expertise is needed to understand the Tokens, the VIAZ Platform and the Token Launch. A prospective Purchaser should not proceed with a purchase of the Tokens unless they fully understand the technical aspects involved.

### Tokens are non-refundable

Other than instances described in this whitepaper related to the non-completion of the Token Launch, the Company is not obliged to provide Token holders with a refund for any reason and Token holders will not receive money or other compensation in lieu of a refund. The Tokens are also not redeemable at the option of the Purchaser. Statements set out in this whitepaper are

merely expressions of the Company's objectives and desired work plan to achieve those objectives, and no promises of future performance or price are or will be made in respect to Tokens, including no promise of inherent value, and no guarantee that Tokens will hold any particular value.

#### Tokens are provided on an 'as is' basis

The Tokens are provided on an "as is" basis. The Associated Parties and each of their respective directors, officers, employees, shareholders, affiliates and licensors make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the Tokens, including any warranty that the Tokens and the VIAZ Platform will be uninterrupted, error-free or free of harmful components, secure or not otherwise lost or damaged. Except to the extent prohibited by applicable law, the Associated Parties and each of their respective directors, officers, employees, shareholders, affiliates and licensors disclaim all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, and any warranties arising out of any course of dealings, usage or trade.

#### Tokens may have no value

The Tokens may have no value and there is no guarantee or representation of liquidity for Tokens. The Company is not and shall not be responsible for or liable for the market value of the Tokens, the transferability and/or liquidity of the Tokens and/or the availability of any market for Tokens through third parties or otherwise.

#### Lack of development of market of Tokens

There are no warranties that Tokens will be listed or made available for exchange for other cryptocurrency and/or fiat money. It shall be explicitly cautioned that if Tokens are made available on an exchange, such exchange, if any, may not be subject to regulatory oversight, and the Company does not give any warranties in relation to any exchange services providers. Because there has been no prior public trading market for Tokens, the Token Launch may not result in an active or liquid market for Tokens, and the price of Tokens may be volatile. Token holders may not be able to dispose of Tokens easily and where no secondary market develops, a Token holder may not be able to liquidate at all. Proposed transfers of the Tokens may be blocked by the Company in circumstances where the proposed transferee has not already completed the Company's KYC and AML procedures (including, without limitation, verification of identity and source of funds) to its satisfaction. Purchasers should be aware of the restrictions on their subsequent sale.

The viability of the VIAZ Platform and the usability of the Tokens depends on the establishment of partnerships with other platforms, apps, merchants, retailers, dApp stores etc. Accordingly, if there is a low or limited development of such partnerships, the Tokens may be unusable and become worthless with the entire amount contributed by a Purchaser being at risk.

### Risks relating to highly speculative prices

The valuation of cryptocurrency in a secondary market is usually not transparent, and highly speculative. The Tokens do not hold any ownership rights to the Company's assets and, therefore, are not backed by any tangible asset. The value of Tokens in the secondary market, if any, may fluctuate greatly within a short period of time. There is a high risk that a Purchaser could lose its entire contribution amount. In the worst-case scenario, Tokens could be rendered worthless.

### Force Majeure

The Token Launch and the performance of the Company's activities set out in this whitepaper and the development roadmap may be interrupted, suspended or delayed due to force majeure circumstances. For the purposes of this whitepaper, "**force majeure**" shall mean extraordinary events and circumstances which could not be prevented by the Company and shall include: changes in market forces or the technology, acts of nature, wars, armed conflicts, mass civil disorders, industrial actions, epidemics, lockouts, slowdowns, prolonged shortage or other failures of energy supplies or communication service, acts of municipal, state or federal governmental agencies, other circumstances beyond the Company's control, which were not in existence at the time of Token Launch.

### Insurance

Unlike bank accounts or accounts at financial institutions, Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by the Company to offer recourse to a Purchaser.

## GOVERNMENTAL DISCLOSURES

### **The Company is not a regulated mutual fund**

The Company is not regulated as a mutual fund for the purposes of the Mutual Funds Law (2015 Revision) of the Cayman Islands ("MFL") on the basis that Tokens are not shares, the Company is not a collective investment vehicle and the Company is therefore not a registrable mutual fund. In addition, the Tokens are not redeemable at the option of the Purchaser and so the Company would be considered 'closed-ended' in any event. Accordingly, neither a copy of this whitepaper nor details about the Company have been filed with the Cayman Islands Monetary Authority ("CIMA"). Because the Company is not a regulated mutual fund, the Company is not subject to the supervision of CIMA and the Company is not required to have its accounts audited nor submit such accounts to CIMA.

If the Company were regulated as a mutual fund under the MFL, it would need to comply with regulatory requirements designed to protect investors, including the requirement to limit the minimum aggregate Token purchase amount to US\$100,000 or its equivalent in any other currency in order for it not to be licensed or administered by a licensed mutual fund administrator. The Company would also need to pay a prescribed initial registration fee.

These are matters which would be required in connection with an initial registration under the MFL. The Company would also then have ongoing obligations under the MFL following its initial registration, including the obligation to file with CIMA prescribed details of any changes to this whitepaper; to file annually with CIMA accounts audited by an approved auditor and a fund annual return; and to pay a prescribed annual fee.

If the Company were a regulated mutual fund, it would also be subject to the supervision of CIMA, and CIMA would have wide powers to take certain actions if certain events occur.

### **Risk of unfavourable regulatory action in one or more jurisdictions**

The regulatory status of cryptographic tokens, digital assets, and blockchain technology is undeveloped, varies significantly among jurisdictions and is subject to significant uncertainty. It is possible that certain jurisdictions may adopt laws, regulations, policies or rules directly or indirectly affecting the Tezos blockchain, or restricting the right to acquire, own, hold, sell, convert, trade, or use Tokens. Developments in laws, regulations, policies or rules may alter the nature of the operation of the blockchain network upon which the Tokens are dependent. There can be no assurance that governmental authorities will not examine the operations of Associated Parties and/or pursue enforcement actions against Associated Parties. All of this may subject Associated Parties to judgments, settlements, fines or penalties, or cause Associated Parties to restructure their operations and activities or to cease offering certain products or services, all of which could harm Associated Parties' reputations or lead to higher operational costs, which may,

in turn, have a material adverse effect on the Tokens and/or the development of the VIAZ Platform.

#### Purchaser bears responsibility of legal categorization

There is a risk that Tokens might be considered a security in certain jurisdictions, or that they might be considered to be a security in the future. The Company does not provide any warranty or guarantee as to whether the Tokens will be a security in the jurisdiction of the Purchaser. Each Purchaser will bear all consequences of Tokens being considered a security in their respective jurisdiction. Every Purchaser is responsible to confirm if the acquisition and/or disposal of Tokens is legal in its relevant jurisdiction, and each Purchaser undertakes not to use Tokens in any jurisdiction where doing so would be unlawful. If a Purchaser establishes that the purchase or use of Tokens is not legal in its jurisdiction (or would only be legal if the company had taken additional steps such as registration or licensing), it should not acquire Tokens and immediately stop using or possessing Tokens.

Acquiring Tokens in exchange for cryptocurrency will most likely continue to be scrutinised by various regulatory bodies around the world, which may impact the usage of Tokens. The legal ability of the Company to provide or support Tokens in some jurisdictions may be eliminated by future regulation or legal actions. In the event that the Company determines that the purchase or usage of Tokens is illegal in a certain jurisdiction, the Company may cease operations in that jurisdiction, or adjust Tokens in a way to comply with applicable law.

#### Purchaser bears responsibility for complying with transfer restrictions

Tokens may be placed on third-party exchanges, giving future purchasers and users an opportunity to openly buy Tokens. A user seeking to enter the VIAZ Platform following the Token Launch will have to buy Tokens on such exchanges. Conversely, Tokens may be sold on such exchanges if the holder of Tokens would like to exit the VIAZ Platform ecosystem. Existing laws on the circulation of securities in certain countries, such as the United States of America, China, South Korea, Canada and Singapore, may prohibit the sale of the Tokens to the residents of those countries. When buying Tokens, Purchasers should be aware of the restrictions on their subsequent sale.

## GENERAL SECURITY RISKS

### Risk of theft and hacking

Token generation events and initial coin offerings are often targeted by hackers and bad actors. Hackers may attempt to interfere with the Purchaser's digital wallet, whether located on the VIAZ Platform or otherwise, (the "Purchaser's Wallet"), the VIAZ Smart Contract or the availability of Tokens in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks. Any such attack may result in theft of a Purchaser's Tokens.

### Private keys

Tokens purchased by a Purchaser may be held by a Purchaser in the Purchaser's Wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with Purchaser's Wallet or vault storing the Tokens will result in loss of such Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service Purchaser uses, may be able to misappropriate Purchaser's Tokens. The Company is not responsible for and shall be held harmless in respect of any such losses.

### Failure to map a public key to Purchaser's Wallet

Failure of the Purchaser to map a public key to such Purchaser's Wallet may result in third parties being unable to recognize buyer's Token balance on the Tezos blockchain when and if they configure the initial balances of a new blockchain based upon the VIAZ Platform.

### Risk of incompatible wallet service

The wallet or wallet service provider used for the acquisition and storage of the Tokens has to be technically compatible with the Tokens. The failure to assure this may result in the Purchaser not being able to gain access to its Tokens.

## Risk of weaknesses or exploitable breakthroughs in the field of cryptography

Advances in cryptography, or other technical advances such as the development of quantum computers, could present risks to cryptocurrencies, the Tezos blockchain and Tokens, which could result in the theft or loss of Tokens.

## Internet transmission risks

There are risks associated with using Tokens including, but not limited to, the failure of hardware, software, and internet connections. The Company shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the VIAZ Platform and Tokens, howsoever caused. Transactions in cryptocurrency may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Cryptocurrency transactions are deemed to be made when recorded on a public ledger, which is not necessarily the date or time when the transaction is initiated.

## VIAZ PLATFORM DISCLOSURES

### No guarantee that the VIAZ Platform will be developed

Each Purchaser acknowledges, understands and agrees that such Purchaser should not expect and there is no guarantee or representation or warranty by the Company that:

- the VIAZ Platform will ever be adopted;
- the VIAZ Platform will be adopted as developed by the Company and not in a different or modified form;
- a blockchain utilizing or adopting the Tokens will ever be launched; and
- a blockchain will ever be launched with or without changes to the VIAZ Platform and with or without a distribution matching the fixed balance of Initial Tokens (as defined below).

Furthermore, the Tokens initially generated upon the Token Launch (“**Initial Tokens**”) will not have any functionality or rights on the VIAZ Platform and holding Initial Tokens is not a guarantee, representation or warranty that the holder will be able to use the VIAZ Platform, or receive any tokens utilized on the VIAZ Platform, even if the VIAZ Platform is launched and the VIAZ Smart Contract is adopted, of which there is no guarantee, representation or warranty made by the Company.

## Risks associated with the VIAZ Platform and associated software and/or infrastructure<sup>9</sup>

The VIAZ Platform is based on the Tezos blockchain. As such, any malfunction, unintended function or unexpected functioning of the Tezos protocol may cause the Tokens and/or the VIAZ Platform to malfunction or function in an unexpected or unintended manner.

The Tezos blockchain rests on open source protocol for value exchange, and accordingly there is the risk that the VIAZ Platform and/or VIAZ Smart Contract may contain intentional or unintentional bugs or weaknesses which may negatively affect Tokens or result in the loss or theft of Tokens or the loss of ability to access or control Tokens. In the event of such a software bug or weakness, there may be no remedy and Token holders are not guaranteed any remedy, refund or compensation.

On the Tezos blockchain, timing of block production is determined by a delegated proof of stake consensus method so block production can occur at random times. For example, XTZ transferred to the Company's recipient digital wallet address in the final seconds of a distribution period may not get included for that period.

Purchaser acknowledges and understands that the Tezos blockchain may not include the Purchaser's transaction at the time the Purchaser expects, and the Purchaser may not receive the Tokens the same day the Purchaser sends payment. The Tezos blockchain is prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the Tezos network in an attempt to gain an advantage in purchasing cryptographic tokens. The Purchaser acknowledges and understands that Tezos block producers may not include the Purchaser's transaction when the Purchaser wants or the Purchaser's transaction may not be included at all.

XTZ, the native unit of account of the Tezos blockchain may itself lose value in ways similar to the Tokens, and also other ways. More information about Tezos is available at <https://tezos.com/>.

## Risks associated with the Company's Business.

The VIAZ Platform's success depends on its continued innovation to provide new, and improve upon existing, products and services that make the VIAZ Platform useful for users. As a result, the Company must continually invest significant resources in research and development to improve the attractiveness and comprehensiveness of its products and services and effectively incorporate new mobile, internet, blockchain and other technologies into them. If the Company is unable to continue offering high-quality, innovative products and services, it may be unable to attract additional users or retain current users, which could harm its business, results of operations and financial condition.<sup>[10]</sup>

In addition, the Company's success depends on its ability to continue to attract users to its VIAZ Platform and enhance their engagement with its products and services. The VIAZ Platform's existing and potential competitors include, but are not limited to, companies that operate, or could develop similar mobile applications and websites. These companies could devote greater technical and other resources than the Company has available, have a more accelerated timeframe for deployment and leverage their existing user bases and proprietary technologies to provide products and services that users might view as superior to the VIAZ Platform's offerings. Any of the VIAZ Platform's future or existing competitors may introduce different solutions that attract users or provide solutions similar to the VIAZ Platform's but with better branding or marketing resources. If the Company is not able to continue to attract users to the VIAZ Platform, its business, results of operations and financial condition would be harmed.

The VIAZ Platform's future success also substantially depends on the continued use of the internet as the primary medium for its proposed operations. For any number of reasons, internet use may not continue to develop as the Company anticipates. If users begin to build communities outside of the VIAZ Platform and the Company fails to innovate, its business, results of operations and financial condition may be negatively impacted.<sup>[1]</sup> Further, the VIAZ Platform's market, especially using blockchain technology, is in the early stages of development, and significant shifts in custom and use habits occur constantly and rapidly. The Company continues to learn a great deal about the market participants as the industry evolves. The Company may not successfully anticipate or keep pace with industry changes, and it may invest considerable financial, personnel and other resources to pursue strategies that do not, ultimately, prove effective such that its business, results of operations and financial condition may be harmed.

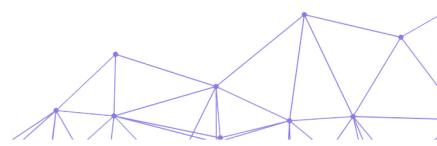
The potential users of the VIAZ Platform are affected by local, regional, national and international economic conditions and other events and occurrences that affect the use of the VIAZ Platform.

#### **Irreversible nature of blockchain transactions**

Transactions involving Tokens that have been verified, and thus recorded as a block on the blockchain, generally cannot be undone. Even if the transaction turns out to have been in error, or due to theft of a user's Tokens, the transaction is not reversible. Further, at this time, there is no governmental, regulatory, investigative, or prosecutorial authority or mechanism through which to bring an action or complaint regarding missing or stolen cryptocurrencies and digital tokens. Consequently, the Company may be unable to replace missing Tokens or seek reimbursement for any erroneous transfer or theft of Tokens.

#### **Amendments to protocol**

The development team and administrators of the source code for Tezos blockchain or the VIAZ Smart Contract could propose amendments to such network's protocols and software that, if accepted and authorized, or not accepted, by the network community, could adversely affect the supply, security, value, or market share of Tokens.



## Risk of mining attacks

As with other decentralized cryptocurrencies, the Tezos blockchain, which is used for the Tokens, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks.

Any successful attacks present a risk to the Tokens, expected proper execution and sequencing of Tokens, and expected proper execution and sequencing of Tezos contract computations in general. Despite the efforts of the Company and Tezos Foundation, the risk of known or novel mining attacks exists. Mining attacks, as described above, may also target other blockchain networks, with which the Tokens interact with and consequently the Tokens may be impacted also in that way to the extent described above.

## COMPANY DISCLOSURES

## Legal structure of Token generator

The Company is an exempted company incorporated in the Cayman Islands pursuant to the Companies Law (Revised) of the Cayman Islands. An exempted company is a body corporate which has separate legal personality capable of exercising all the functions of a natural person of full capacity irrespective of any question of corporate benefit, and having perpetual succession. The constitution of an exempted company is contained in two documents, the memorandum of association and the articles of association (the “**Articles**”). The Articles typically provide that there must be at least one director of a Cayman company. Generally, the Articles will specify that the management of a Cayman company is the responsibility of, and is carried out by, its board of directors. If the Articles permit it, a Cayman company may indemnify officers and directors of the company from all liabilities and expenses incurred by such persons in the performance of their duties.

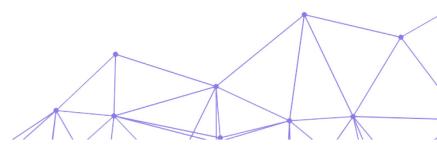
The memorandum of association of a Cayman Islands company must specify the authorised share capital of such company (if limited by shares) or the level of the guarantee (if limited by guarantee). The memorandum of association will state how the membership of the company operates and what the members’ respective rights are. As a Token holder, you are not a party to the memorandum of association or the Articles, are not a member of the Company and are not entitled to any right or interest in or to shares of the Company and have no rights to appoint or remove the board of directors of the Company.

Because Tokens confer no governance rights of any kind with respect to the VIAZ Platform or the Company, all decisions involving the Company’s products or services within the VIAZ Platform or the Company itself will be made by the Company at its sole discretion. These decisions could adversely affect the VIAZ Platform and the value and/or utility of any Token you own.

## Dependence on management team

The ability of the VIAZ Platform project team which is responsible for maintaining competitive position of the VIAZ Platform is dependent to a large degree on the services of a senior management team. The loss or diminution in the services of members of such senior management team or an inability to attract, retain and maintain additional senior management personnel could have a material adverse effect on the VIAZ Platform and the value of the Tokens. Competition for personnel with relevant expertise is intense due to the small number of qualified individuals, and this competition may seriously affect the Company’s ability to retain its existing senior management and attract additional qualified senior management personnel, which could have a significant adverse impact on the VIAZ Platform and the value of the Tokens.

## Risks related to reliance on third parties



Even if completed, the VIAZ Platform will rely, in whole or in part, 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, any of which might have a material adverse effect on the VIAZ Platform and the value of the Tokens.

### Insufficient interest in the VIAZ Platform and the Tokens

It is possible that the VIAZ Platform or Tokens will not be used by a large number of individuals, businesses and organizations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of the VIAZ Platform and the value of the Tokens.

### VIAZ Platform development risks

The development of the VIAZ Platform and/or VIAZ Smart Contract may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.

### Changes to the VIAZ Platform

The VIAZ Platform is still under development and may undergo significant changes over time. Although Associated Parties intend for the VIAZ Platform to have the features and specifications set forth in this whitepaper, changes to such features and specifications may be made for any number of reasons, any of which may mean that the VIAZ Platform does not meet the expectations of the Purchaser.

### Other projects

The VIAZ Platform may give rise to other, alternative projects, promoted by parties that are affiliated or unaffiliated with the Associated Parties, and such projects may provide no benefit to the VIAZ Platform.

### Disclosures relating to conflicts of interest

Any of the Associated Parties may be engaged in transactions with related parties and conflicts of interest may arise, potentially resulting in the conclusion of transactions on terms not determined by market forces.

## Acknowledgements and warranties by Purchasers

### ACKNOWLEDGEMENTS

By (i) accessing or accepting possession of any information in this whitepaper (or any part thereof) or (ii) transferring payment (whether in fiat currency or cryptocurrency) and agreeing to purchase the Tokens, each Purchaser agrees and acknowledges that:

1. the Tokens do not and are not intended to constitute securities in any jurisdiction. This whitepaper does not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities or a solicitation for investment in securities in any jurisdiction;
2. the Tokens are not intended as securities or other assets to be used for speculative trading purposes. The Company does not operate an exchange for Tokens and there is no guarantee of the future value of the Tokens. The Company does not take any responsibility for any trade in Tokens in or through third-party exchanges. The possibility exists that the Tokens could be worth nothing;
3. this whitepaper does not constitute or form part of any opinion on, any advice to buy or sell, or any solicitation of any offer to purchase any Tokens nor shall it or any part of it nor the fact of its presentation form the basis of, or be relied upon in connection with, any contract or any investment or purchase decision;
4. no regulatory authority in any applicable jurisdiction has examined or approved of the information set out in this whitepaper and the publication, distribution or dissemination of the whitepaper to you does not imply that any applicable laws, regulatory requirements or rules have been complied with;
5. any agreement as between the Company and a Purchaser, and in relation to any sale and purchase, of Tokens is, in the absence of Purchase Documents, to be governed by this whitepaper;
6. notwithstanding any other section of this whitepaper, and to the extent permissible by applicable laws, the Company shall not be liable for any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with any acceptance of or reliance on this whitepaper or any part thereof by a Purchaser;
7. no information in the whitepaper should be considered to be business, legal, financial or tax advice regarding the Company, the Tokens or the Token Launch;
8. they should consult their own legal, financial, tax or other professional adviser regarding the Company and its respective businesses and operations, the Tokens and the Token Launch;

9. the Company may collect information from the operation of the VIAZ Platform sent by the Purchaser's computer, mobile phone, or other access device. This information may include the Purchaser's IP address, device information including, but not limited to, identifier, name, and type, operating system, mobile network information and standard web log information, such as the Purchaser's browser type, and the pages the Purchaser accessed on the Company's website. When the Purchaser uses a location-enabled device with the Company's website, the Company may collect geographical location data or use various means to determine the location, such as sensor data from the Purchaser's device that may, for instance, provide data on nearby cell towers and wi-fi access spots. When the Purchaser accesses the website or VIAZ Platform, the Company or its applicable third party service providers on behalf of the Company may place small data files called cookies on the Purchaser's computer or other device. The Company may share the Purchaser's personal data with third parties in order to complete the Token Launch, reveal or suppress fraud, fix technical bugs or eliminate security problems. The Company will disclose the Purchaser's personal data in so far as is necessary to complete the Token Launch and fulfil the purposes set out above. The processing of the Purchaser's personal information shall otherwise be in accordance with the terms of the Company's privacy policies in effect from time to time;
10. the Company will process the Purchaser's personal data to market, conduct and perform technical analysis on the completion of the Token Launch. Processing of the Purchaser's personal data will also be carried out in order to: (a) fulfil the Company's obligations under this whitepaper and under applicable law (including to comply with its AML and KYC policies and procedures); (b) complete the Purchaser's registration; (c) provide technical support and (d) to assist the Company in the development of the VIAZ Platform and the performance of the activities set out in this whitepaper;
11. it may receive commercial electronic messages and advertising materials from Company or third parties by order of the Company on the email address and the mobile phone number that the Purchaser provided to the Company throughout the use of the website or VIAZ Platform. At any time, the Purchaser will be entitled to withdraw its consent to receive such materials by following the instructions provided in such materials; and
12. all agreements, notices, disclosures and other communication that the Company provide pursuant to this whitepaper or in connection with or related to the Purchaser's acquisition of Tokens, may be provided by the Company, in its sole discretion, to the Purchaser, in electronic form.

## WARRANTIES

By (i) accessing or accepting possession of any information in this whitepaper (or any part thereof) or (ii) transferring payment (whether in fiat currency or cryptocurrency) and agreeing to purchase the Tokens, each Purchaser represents and warrants to the Company as follows:

1. that they have read, understood and accepted sole responsibility for the disclosed and undisclosed risks, disclaimers and other disclosures inherent in participating in the Token Launch and the purchasing of Tokens as set out in this whitepaper;
2. that they are not a citizen or resident of any jurisdiction or territory into which a sale or distribution of the Token would be unlawful (each a "**Prohibited Territory**") and are not purchasing the Tokens on behalf of, whether directly or indirectly, a citizen of any Prohibited Territory;
3. that they have the power to enter into, exercise any rights and perform and comply with their obligations under this whitepaper and their entry into, exercise of their rights and/or performance of or compliance with their obligations under this whitepaper including accessing, distribution or dissemination of this whitepaper, is not prohibited or restricted by the applicable laws, regulations or rules in the Purchaser's jurisdiction or country of residence, and where any restrictions in relation to the aforementioned are applicable, the Purchaser:
  - a. accepts sole liability for non-compliance with such applicable laws, regulations and rules in the Purchaser's jurisdiction or country of residence; and
  - b. has observed and complied with all such applicable laws, regulations and rules in the Purchaser's jurisdiction or country of residence at the Purchaser's own and sole expense;
4. that all actions, conditions and things required to be taken, fulfilled and done:
  - a. in order to enable the Purchaser to lawfully enter into, exercise their rights and perform and comply with their obligations imposed by this whitepaper and to ensure that those obligations are legally binding and enforceable; and
  - b. for the issue of the Tokens on the terms and conditions set out in this whitepaper, have been taken, fulfilled and done;
5. that all the Purchaser's obligations under this whitepaper are valid, binding and enforceable on such Purchaser in accordance with their terms;
6. that the Purchaser has adequate understanding of the operation, functionality, usage, storage, transmission mechanisms and other material characteristics of cryptocurrencies, blockchain-based systems, cryptocurrency wallets or other related coin/token storage mechanisms, blockchain technology and smart contract technology;
7. that the Purchaser is not exchanging cryptocurrencies for Tokens for the purpose of speculative investment or for the purpose of exchanging one form of virtual currency for another, with the present intention of delivering the Tokens to another person, in a coordinated series of steps intended to complete a single transaction; and
8. that all of the above representations and warranties are true, complete, accurate and non-misleading from the time of the Purchaser's pre-registration (where applicable) and purchase of Tokens pursuant to the Token Launch.

## Other Notices

### AML AND KYC

Measures aimed at the prevention of money laundering and terrorist financing will require a Purchaser to verify their identity and/or the source of funds to the Company. This procedure may apply on all or any of (i) the initial purchase of the Tokens, (ii) the use of the VIAZ Platform, (iii) the transfer of the Tokens, (iv) the receipt of any Tokens via the VIAZ Platform or VIAZ Smart Contract or (v) as the Company deems necessary or desirable in connection with its AML and KYC policies and procedures.

By way of example, an individual may be required to produce the original passport or identification card or copy duly certified by a public authority such as a notary public, the police or the ambassador in his country of residence, together with two original documents evidencing his address such as a utility bill or bank statement or duly certified copies. In the case of corporate applicants this may require production of a certified copy of the Certificate of Incorporation (and any change of name) and of the Memorandum and Articles of Association (or equivalent), and of the names and residential and business addresses of all directors and beneficial owners.

The details given above are by way of example only and the Company will request such information and documentation as it considers is necessary to verify the identity and source of funds of a prospective Purchaser.

Each Purchaser acknowledges that the Company shall be held harmless against any loss arising as a result of a failure to provide such information and documentation as has been requested by the Company.

Each Purchaser further acknowledges and agrees that any failure by them to comply with the Company's requests in relation to measures aimed at the prevention of money laundering and terrorist financing, may result in action being taken against the Purchaser in respect of the Tokens including, without limitation, the suspension or withdrawal of the Purchaser's account on the VIAZ Platform or the Tokens held by them.

### Tax Information Exchange Obligations

The Purchaser acknowledges that the Company may be subject to certain obligations (the "Tax Information Exchange Obligations") to gather and disclose to the competent authorities information relating to purchasers of Tokens under: (i) the United States Foreign Account Tax Compliance Act provisions enacted under the United States Hiring Incentives to Restore Employment Act and any guidance, or regulations relating thereto ("FATCA"); (ii) any other legislation, regulations, or guidance enacted in any jurisdiction which seeks to implement similar tax reporting, tax information exchange, reporting, and/or withholding tax regimes (including the OECD Common Reporting Standard on the automatic exchange of financial account information); (iii) any intergovernmental Application between the Cayman Islands (or any Cayman Islands

government body) and the U.S. or any other jurisdiction (including any government bodies in any other such jurisdiction), entered into, in order to comply with, facilitate, supplement, or implement the legislation, regulations or guidance described in (i) and (ii), including the OECD Multilateral Competent Authority Application; and (iv) any legislation, regulations or guidance in the Cayman Islands that give effect to the foregoing.

The Purchaser hereby agrees to execute properly and provide to the Company in a timely manner any documentation or other information that the Company or its agents may request in writing from time to time in connection with the Tax Information Obligations. The Purchaser waives any provision under the laws and regulations of any jurisdiction that would, absent a waiver, prevent or inhibit the Company's compliance with applicable law as described in this paragraph, including but not limited to by preventing either (i) the Purchaser from providing any requested information or documentation, or (ii) the disclosure by the Company and its agents of the provided information or documentation to applicable regulatory authorities.

Without limitation, the Purchaser hereby agrees to provide any documentation or other information regarding the Purchaser and the Purchaser's beneficial owners requested by the Company or its agents in connection with the Tax Information Exchange Obligations. If the Purchaser provides information and/or documentation that is in anyway misleading, or the Purchaser fails to provide the Company or its agents or delegates with the information and documentation that has been requested, (whether or not such action or inaction leads to compliance failures by the Company, or a risk of the Company or its Token holders being subject to withholding tax or other penalties), the Company reserves the right:

- to take any action and/or pursue all remedies at the Company's disposal including, without limitation, compulsory reversion of Purchaser's acquisition of Tokens in full or in part; and
- to hold back from any reversion proceeds in respect of the Tokens so reverted, any liabilities, costs, expenses, or taxes arising (directly or indirectly) from such action or inaction.

Further, the Purchaser shall have no claim against the Company, or any of the Company's agents or delegates, for any form of damages or liability as a result of actions taken or remedies pursued by or on behalf of the Company in order to comply with the Tax Information Exchange Obligations.