



PRE-ORDER AGREEMENT

March 5

PLEASE TAKE INTO ACCOUNT THAT U.S, SINGAPORE AND SWITZERLAND CITIZENS MAY NOT PRE-ORDER OR PURCHASE TOKENS. IF YOU ARE NOT U.S., SINGAPORE OR SWITZERLAND RESIDENT, YOU MAY ONLY BE ENGAGED IN PRE-ORDER ONLY IF YOU ARE OUTSIDE OF THE ABOVEMENTIONED TERRITORIES AT THE MOMENT OF THE PRE-ORDER. YOU ALSO REPRESENT AND WARRANT THAT YOU ARE NOT A CITIZEN OR RESIDENT OF A GEOGRAPHIC AREA IN WHICH ACCESS TO OR USE OF THE CRYPTOCURRENCY OR TOKENS IS PROHIBITED BY APPLICABLE LAW OR BY THE ACTS OF GOVERNMENTAL AUTHORITY. THE COMPANY SHALL RESERVE THE RIGHT TO REFUSE PRE-ORDER OF DYN TOKENS TO ANYONE WHO DOES NOT MEET THE CRITERIA SET FORTH ABOVE. THE TERM “**YOU**” HERE MEANS BOTH THE INDIVIDUAL PLACING THE PRE-ORDER AND THE LEGAL ENTITY ON WHOSE BEHALF SUCH INDIVIDUAL IS ACTING.

THIS PRE-ORDER AGREEMENT (HEREINAFTER REFERRED AS “**AGREEMENT**”) CONTAINS THE TERMS WHICH GOVERNS YOUR PRE-ORDER OF DYN PRODUCT (HEREINAFTER REFERRED TO AS “**THE PRODUCT**”) AND ITS DELIVERY TO YOU. YOUR PRE-ORDER OF THE PRODUCT AND PURCHASE OF THE TOKEN FROM DYN TECHNOLOGIES LIMITED (HEREINAFTER REFERRED AS “**COMPANY**,” “**WE**,” OR “**US**”) IS THE SUBJECT OF THIS AGREEMENT (EACH OF YOU AND COMPANY IS REFERRED AS A “**PARTY**”, AND TOGETHER – AS THE “**PARTIES**”).

WHEREAS, PARTIES WISH TO ESTABLISH AND MAINTAIN THE TERMS ON WHICH PARTIES WILL COOPERATE DURING THIS AGREEMENT.

THEREFORE, IN CONSIDERATION OF THE MUTUAL WARRANTIES AND TERMS CONTAINED IN THIS AGREEMENT, AND FOR OTHER VALUABLE ISSUES, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, WE AND BUYER YOU AGREE THE FOLLOWING:

1. TERMS

- 1.1. White Paper – a detailed document concerning the all technical issues underlying a complex Project and how this technical solution will affect you. You can find the White Paper by following the link <https://DYN.io/en/whitepaper>. The White Paper, as it may be amended from time to time in Company’s sole discretion, is hereby incorporated by reference. You have read and understands the White Paper and its contents.
- 1.2. Company – DYN TECHNOLOGIES LIMITED, a company incorporated under the legislation of United Kingdom, bearing the SL 11393317 Limited Partnership number with the purpose of the DYN Product development, modification and implementation.

THE MENTIONED ABOVE COMPANY IS NOT BEING A FINANCIAL ENTITY, STOCK, EXCHANGE, INVESTMENT ENTITY OR A PARTNER, EMPLOYER, AGENT OR ADVISER FOR ANY PERSON.



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- 1.3. DYN Token (“**DYN**”; “**Token**”) – is a tool, developed to perform a function of access key that enables access to the Product once it is ready. Purchasing any amount of the DYN Tokens mean that You pre-order the Product.

DYN TOKEN IS NOT A STOCK, SECURITIES OR ANY OTHER INVESTMENT OR FINANCIAL INSTRUMENT AND, AMONG OTHER THINGS, IT IS CONFIRMED BY RELEVANT LEGAL OPINION www.DYN.io. DYN TOKEN SOLELY PERFORMS THE UTILITY FUNCTION OF BEING THE PRE-ORDER ACCESS KEY TO THE PRODUCT.

- 1.4. DYN Product (“**Product**”; “**Project**”) – it is a trading ecosystem which includes complex tools, services and neural networks for conducting effective trading activity in the cryptocurrency markets and can be integrated only by using DYN Tokens. A thorough technical description of the Project is presented in the White Paper.

PLEASE NOTE THAT THE PROJECT IS STILL UNDER DEVELOPMENT AND DUE TO THAT MAY UNDERGO SOME CHANGES OVER TIME. ALTHOUGH COMPANY INTENDS FOR THE PROJECT TO HAVE THE FEATURES AND SPECIFICATIONS SET FORTH IN THE WHITE PAPER, COMPANY MAY MAKE CHANGES TO SUCH FEATURES AND SPECIFICATIONS FOR ANY NUMBER OF REASONS, ANY OF WHICH MAY MEAN THAT THE PLATFORM DOES NOT MEET BUYER’S EXPECTATIONS.

- 1.5. Cryptocurrency wallet (“**Crypto wallet**”) – it is a storage mechanism that is used by the Company to collect proceeds received from the sold DYN Tokens. You can find detailed description how to transfer your Ethereum here DYN.io
- 1.6. Authority – is any nation or government, any state or other political element thereof, any entity exercising legislative, executive, judicial or administrative functions of or pertaining to government, including without limitation any government authority, agency, department, board, commission or instrumentality and any court, arbitrator of competent jurisdiction and any self-regulatory organization. For the avoidance of doubt, Governmental Authority may include private bodies exercising quasi-governmental, regulatory or judicial-like functions to the extent they relate to either Parties, Tokens and/or the Product.
- 1.7. Pre-order period – DYN token creation for the pre-order begins at 19:00 GMT +2 April 05, 2018. ETH can be contributed to a contract address for an initial period beginning after 19:00 GMT +2 April 05, 2018 on and continuing until 19:00 GMT +2 May 01, 2018.

2. SUBJECT

- 2.1. Pre-order of the Product is the subject of this Agreement. According to this Agreement and the White Paper of the Project pre-order is implemented by purchasing of the DYN token in the Pre-order period.



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- 2.2. Pre-ordering of the Product in this case means that the relevant payments are made at Pre-order period, but you acknowledge and agree that the Product will be delivered at a later date, as it stated in White Paper.
- 2.3. By submitting a pre-order for the Product, you are making an offer to purchase the Product in near future. For making a following offer You: (i) must be at least 18 (eighteen) years old; (ii) shall meet all eligibility and residency requirements, and (iii) shall has sufficient legal capacity to enter into this Agreement and submit pre-order of DYN Tokens.

BY AGREEING TO THIS AGREEMENT, YOU REPRESENT AND WARRANT TO THE COMPANY THAT YOU MEET THE FOREGOING REQUIREMENT.

- 2.4. If you are making the pre-order of the Product on behalf of an entity, organization, or company, you warrant and represent that you have all the necessary authority to bind that organization You represent to this Agreement and you agree to be bound hereby on behalf of abovementioned organization.
- 2.5. By submitting this Agreement, You represent and warrant that your Ethereum does not came from illegal sources, that You are not using any proceeds of criminal or illegal activity, and that no transaction involving DYN Tokens are being used to facilitate any criminal or illegal activity.
- 2.6. In order to enter this Agreement, you will be needed to provide certain personal information as it is described by our Privacy and KYC policies. You represent and warrant that all such information is accurate, and you shall ensure that such information is kept current. The Company shall have no responsibility or liability for inaccurate information or information that later becomes outdated and shall have no obligation to make efforts to determine the correct contact or shipping information.
- 2.7. By pre-ordering the Product, you receive the keys to it in the form of crypto token (DYN token), that can be used to get access to the Product upon its delivery. You shall make the payment for the pre-order at the time of pre-order rather than at the delivery of the Product.
- 2.8. DYN token is not being developed, structured or sold as any sort of securities or other form of investment product. DYN Token function solely as a key to relevant Product and do not has any features.
- 2.9. This Agreement does not constitute a prospectus of any sort, is not a solicitation for investment, does not pertain in any way to an initial public offering or a share/equity offering, and does not pertain in any way to an offering of securities in any jurisdiction.



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TAKING INTO ACCOUNT THE ABOVE YOU AGREE AND UNDERSTAND THAT YOU ARE PURCHASING TOKENS DURING THE PRE-ORDER PERIOD FOR YOUR OWN PERSONAL USE AND UTILITY AND TO PARTICIPATE ON THE NETWORK AND NOT FOR INVESTMENT OR FINANCIAL PURPOSES. YOU ALSO AGREE AND UNDERSTAND THAT TOKENS ARE NOT A SECURITY OR A CRYPTOCURRENCY AND ACKNOWLEDGE THAT TOKENS MAY LOSE ALL.

3. PAYMENTS AND TAXATION

- 3.1. The price of DYN Token is set forth in the amount of 1 (one) DYN Token to 0.000033366700033 ETH according to the rate of ETH in the of Pre-order period. By this Agreement You agree to pay a relevant price for the DYN Token by the way of transfer it to the Crypto wallet.
- 3.2. The payment for DYN Token can be made in Ethereum. The Company does not accept payments in fiat due to that all necessary payments shall be made in Ethereum. It means that if You decide to use fiat you have to convert it into Ethereum.
- 3.3. To purchase a DYN Token You may only send Ethereum from your personal cryptocurrency wallet in amount which is equivalent to the amount of DYN Tokens you want to buy.
- 3.4. The mentioned in this section of Agreement payments or equivalents are indicated without taking into account any taxes or fees, that shall be paid if any. You must seek your own tax advice in connection with the acquisition, storage, transfer, and use of DYN Tokens, which may result in adverse tax consequences to you, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes and similar taxes, levies, duties, or other charges and tax reporting requirements. It means that You are solely responsible for your own compliance with tax obligations

THE COMPANY BEARS NO LIABILITY OR RESPONSIBILITY WITH RESPECT DUE TO ANY TAX CONSEQUENCES TO YOU.

4. PRODUCT DELIVERY

- 4.1. You acknowledge and agree that the pre-ordered Product is not currently available for delivery. The Product delivery takes place after using of the DYN Token, you are provided with as a result of a pre-order, at the time of actual product availability.
- 4.2. The Company will make maximum efforts to begin delivery of the Product as soon as reasonably practicable, you understand and agree that there may be some reasonable delays due to different technical issues. An approximately time of delivery is only an estimate, is subject to change, and the Company does not represent or warrant that it will be able to deliver the Product by the estimated date. As a result, in the event that a delay arises and the estimated release of the product is not met, the Company is not responsible for any damages that may occur due to the delay, nor shall it be obligated.



5. CANCELLATION

- 5.1. Hereto hereby You fully agree that your pre-order of DYN Tokens from Us during the Pre-order period is final, and there are no refunds or cancellations except the following: (i) as may be prescribed by applicable law or regulation, (ii) in the event that the Softcap of Pre-ICO (2000 ETH) will not be reached. The Company reserve the right to refuse or cancel pre-order of DYN Token at any time in our sole and absolute discretion and to stop the Pre-order or Token Sale entirely. However, the company does not warrant, represent, or offer any assurances that it will be ability to successfully recover and/or return abovementioned payments.

6. DISCLAIMER

- 6.1. DYN TOKENS ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY KIND OF WARRANTIES. YOU ASSUME ALL RESPONSIBILITY AND RISKS DUE TO BUYING OF ANY AMOUNT OF THE DYN TOKENS AND THEIR USE. YOU FULLY AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, THE COMPANY DOES NOT ACCEPT ANY LIABILITY FOR ANY DAMAGE, INCLUDING LOSS, REVENUE, PROFITS, OR LOSS OF OR DAMAGE TO DATA, EQUIPMENT, OR SOFTWARE (DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHERWISE), RESULTING FROM ANY USE OF, OR INABILITY TO USE THE PRODUCT OR THE SOFTWARE, FACILITIES, SERVICES OR CONTENT RELATED TO IT, AS WELL AS FROM PURCHASING OF THE DYN TOKENS, REGARDLESS OF THE BASIS, UPON WHICH THE LIABILITY IS CLAIMED AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. HEREBY YOU UNDERSTAND AND AGREE THAT THE COMPANY SHALL NOT BE HELD LIABLE TO AND SHALL NOT ACCEPT ANY LIABILITY, OBLIGATION OR RESPONSIBILITY WHATSOEVER FOR ANY CHANGE OF THE VALUE OF THE DYN TOKENS.

- 6.2. By pre-ordering DYN Token and purchasing the Product, you expressly acknowledge and assume the following risks:

- 6.2.1. **Risks associated with the Ethereum protocol.** DYN Tokens and the Product are based on the Ethereum protocol, it means that any malfunction, breakdown of the Ethereum protocol may have a material adverse effect on the Product or DYN Tokens.
- 6.2.2. **Risk related to mining.** As with other decentralized cryptographic tokens based on the Ethereum protocol, DYN Tokens are susceptible to attacks by miners in the course of validating DYN Tokens transactions on the Ethereum blockchain, including, but not limited, to double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the Product and DYN Tokens, including, but not limited to, accurate execution and recording of transactions involving DYN Tokens.



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- 6.2.3. **Risk associated with taxes.** The tax characterization of DYN Tokens is uncertain. You are solely responsible for determining what, if any, taxes apply to your purchase of DYN Tokens, including, for example, sales, use, value added or similar taxes.
- 6.2.4. **Risks of hacker attack and security weakness.** Malicious groups or organizations may attempt to interfere with the Product or DYN Tokens in many ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, smurfing and spoofing. Furthermore, because the Product is based on open-source software, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Product, which could negatively affect the Product and DYN Tokens.
- 6.2.5. **Risk of disbandment.** It is possible that, due to any number of reasons, including, but not limited to, the failure of commercial relationships, or intellectual property ownership challenges, the Product may no longer be viable to operate and the Company may dissolve.
- 6.2.6. **Risk of losing access.** A private key, or a combination of private keys, is necessary to control and dispose of DYN Tokens stored in your digital wallet. Accordingly, loss of requisite private key(s) associated with your digital wallet DYN 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 digital wallet or vault service you use, may be able to misappropriate your DYN Tokens.
- 6.2.7. **Risk related to market.** DYN Tokens are intended to be used solely for the purposes of accessing the Product, and Company will not support or otherwise facilitate any secondary trading or external valuation of DYN Tokens. This restricts the contemplated avenues for using DYN Tokens to access or use the Product and could therefore create illiquidity risk with respect to DYN Tokens you hold. Even if secondary trading of DYN Tokens is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to market-related risks. Furthermore, to the extent that third-parties do ascribe an external exchange value to DYN Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.
- 6.2.8. **Risk of uninsured losses.** Unlike bank accounts or accounts at some other financial institutions, DYN 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 us, to offer recourse to you.
- 6.2.9. **Risks associated with uncertain regulations and Authority actions.** The regulatory status of DYN Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the Product and DYN Tokens. Regulatory actions



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could negatively impact the Product and DYN Tokens in various ways. Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

6.2.10. **Alternative platforms risk.** It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the Product. The Product may compete with these alternative platforms, which could negatively impact the Product and DYN Tokens, including DYN Tokens' utility for obtaining Services.

6.2.11. **Risks associated with lack of interest to the Product.** It is possible that the Product will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of distributed platforms (such as the Product) more generally. Such a lack of use or interest could negatively impact the development of the Product and the potential utility of DYN Tokens.

6.2.12. **Risks arising from lack of governance rights.** DYN Tokens confer no governance rights of any kind with respect to the Product or Company, all decisions involving the Product or Company will be made by Company at its sole discretion, including, but not limited to, decisions to discontinue the Product, to sell more DYN Tokens to access the Product, or to sell or liquidate the Company. These decisions could adversely affect the Product and the utility of DYN Tokens that you hold.

6.2.13. **Unforeseeable risks.** Cryptographic tokens such as DYN Tokens are a new and untested technology. In addition to the risks included in this Appendix, there are other risks associated with pre-order, holding and use of DYN Tokens, including those that the Company cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Appendix.

7. INTELLECTUAL PROPERTY

7.1. All content on the following website [DYN.io](https://dynamis.io) is an intellectual property of the Company or its licensors', it is also integral part of the Product, and is protected by copyright, trademarks and any other applicable laws, unless otherwise noted below.

7.2. Trademarks, trade names, and Company logos are the property of the Company and the integral part of the Product. Software, applications, text, images, graphics, data, prices, professions, graphics, graphics, video and audio materials used on this site belong to the Company or to the respective owners. Trademarks and other content on the website [DYN.io](https://dynamis.io) must not be copied, reproduced, modified, republished, uploaded, posted, transmitted, cleared, collected or distributed in any form or by any means, regardless of whether: manually or automated.



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- 7.3. You understand that the DYN Tokens confer only the right to receive the Product and confer no other rights of any form with respect to the Company, including, but not limited all forms of intellectual property.

8. LIMITATION OF LIABILITY AND INDEMNIFICATION

- 8.1. The Company shall not be liable to any person, whether in agreement, warranty or otherwise, for special, incidental, consequential, indirect, punitive or exemplary damages (including but not limited to lost data, lost profits or savings, loss of business or other economic loss) arising out of or related to this Agreement, whether or not Company has been advised or knew of the possibility of such damages, and regardless of the nature of the cause of action or theory asserted.
- 8.2. You disclaim any right or cause of action against the Company of any kind in any jurisdiction that would give rise to any damages whatsoever, on the part of Company. You also agree and warrant not to seek any refund, compensation or reimbursement from Company, regardless of the reason, and regardless of whether the reason is identified in this Agreement.
- 8.3. In no circumstances will the aggregate joint liability of Company and any of its Affiliates, officers, directors or employees, for damages under this Agreement exceed the amount received by Company from You.
- 8.4. You understand and agree that Company shall not be liable and disclaims all liability to in connection with any force majeure event, including 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.

9. DISPUTE RESOLUTION

- 9.1. All disputes and disagreements that may arise in connection with the fulfillment of this Agreement shall be amicably resolved by the Parties through negotiations.
- 9.2. All disputes that may arise between the Parties under this Agreement, including disagreements regarding the interpretation and/or execution of the Agreement which are not resolved amicably within ninety (90) days of notice of such dispute being received by the Parties, such dispute shall be finally settled by Binding Arbitration.
- 9.3. Any Dispute not resolved within ninety (90) days as set forth above shall be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration in effect at the time of the arbitration, except as they may be modified herein



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or by mutual agreement of the Parties. (i) The number of arbitrators shall be one (1), who shall be selected by Company; (ii) The seat, or legal place, of arbitration shall be London; (iii) the language - English; (iii) The governing Law of this Agreement shall be as set forth in paragraph 10.1 herein; (iv) The arbitration award shall be final and binding on the Parties ("**Binding Arbitration**").

9.4. The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets. Each Party will pay their respective attorneys' fees and all the necessary expenses.

10. MISCELLANEOUS

10.1. This Agreement shall be governed in all respects, including as to validity by and shall be construed in accordance with the under the legislation of United Kingdom.

10.2. Nothing in this Agreement shall be deemed to create any form of partnership, joint venture, or any similar relationship between You and the Company and/or other individuals or entities involved with the development, deployment, and maintenance of the Product.

10.3. This Agreement, including 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 Company about DYN Tokens or the Product.

10.4. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

10.5. The Company reserves the right to change any of terms of this Agreement for any or no reason. Company will provide notice of any material changes by posting the relevant supplementary agreement and an announcement on the [DYN.io](https://dyn.io) web-site. The modified provisions will become effective upon posting or the date indicated in the posting. Please contact us by email at ____@DYN.io if you do not accept any following modifications.

10.6. Company may terminate or change this Agreement at its sole discretion, including without limitation, by reason of change in tax, securities, corporate or other law, or if Company determines, in its sole discretion, that this Agreement constitutes a security or



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other form of financial instrument subject to regulation by any Governmental Authority. Upon such termination, Buyer will not receive any DYN Tokens; provided, however, that in the event that Buyer has made payment in full, Company shall reimburse Buyer the Purchase Price less an appropriate charge to cover the costs of the DYN Token distribution. Upon such changes, Company shall notify You downloading an updated Agreement in the relevant section of the www.DYN.io.

10.7. This Agreement shall terminate upon the completion of all sales of DYN Tokens.

10.8. You agree and acknowledge that all letters, disclosures and other types of communications that Company provides you pursuant to this Agreement or related with or connected to yours pre-order of DYN Tokens, including this Agreement, may be provided by Company, in its sole discretion in electronic form.