

## **OPTITOKEN.IO TOKEN SALE TERMS AND CONDITIONS**

The following Terms and Conditions (OptiToken.io "Terms") govern your ("you" or the "Purchaser") purchase of cryptographic tokens ("OPTI") from Opti Token, an exempted company registered in the Cayman Islands (the "Company"). Each of you and the Company is a "Party" and, together, the "Parties" to these Terms. This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. This document describes the OptiToken token sale.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE OPTI FROM THE COMPANY. BY PURCHASING OPTI FROM THE COMPANY, YOU WILL BE BOUND BY THESE TERMS AND ANY TERMS INCORPORATED BY REFERENCE. IF YOU HAVE ANY QUESTIONS REGARDING THESE TERMS, PLEASE CONTACT THE COMPANY AT [info@optitoken.io](mailto:info@optitoken.io). By purchasing OPTI, and to the extent permitted by law, you are agreeing not to hold any of the Company and its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "OptiToken Team") liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of OPTI, including losses associated with the terms set forth below.

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

PURCHASES OF OPTI SHOULD BE UNDERTAKEN ONLY BY INDIVIDUALS, ENTITIES, OR COMPANIES THAT HAVE SIGNIFICANT EXPERIENCE WITH, AND UNDERSTANDING OF, THE USAGE AND INTRICACIES OF CRYPTOGRAPHIC TOKENS, INCLUDING ETHEREUM TOKENS, AND BLOCKCHAIN BASED SOFTWARE SYSTEMS. PURCHASERS SHOULD HAVE A FUNCTIONAL UNDERSTANDING OF STORAGE AND TRANSMISSION MECHANISMS ASSOCIATED WITH OTHER CRYPTOGRAPHIC TOKENS. WHILE THE COMPANY WILL BE AVAILABLE TO ASSIST PURCHASERS OF OPTI DURING THE SALE, THE COMPANY WILL NOT BE RESPONSIBLE IN ANY WAY FOR LOSS OF BTC, ETH OR OPTI RESULTING FROM ACTIONS TAKEN BY, OR OMITTED BY PURCHASERS. IF YOU DO NOT HAVE SUCH EXPERIENCE OR EXPERTISE, THEN YOU SHOULD NOT PURCHASE OPTI OR PARTICIPATE IN THE SALE OF OPTI. YOUR PARTICIPATION IN OPTI SALE IS DEEMED TO BE YOUR UNDERTAKING THAT YOU SATISFY THE REQUIREMENTS MENTIONED IN THIS PARAGRAPH.

PURCHASER AGREES TO BUY, AND COMPANY AGREES TO SELL, THE OPTI TOKENS IN ACCORDANCE WITH THE FOLLOWING TERMS:

## 1. Conditions to OPTI token sale

YOU MAY NOT MAKE A PURCHASE OR ACQUIRE A OPTI TOKEN IF YOU ARE A CITIZEN, RESIDENT (TAX OR OTHERWISE) OR GREEN CARD HOLDER OF THE UNITED STATES OF AMERICA, OR A CITIZEN OR RESIDENT OF THE REPUBLIC OF CHINA, OR THE CAYMAN ISLANDS.

When you purchase, or otherwise receive, a OPTI token, you may only do so by accepting the following conditions and, by doing so, you warrant and represent that the following are a true and accurate reflection of the basis on which you are acquiring the OPTI tokens:

- neither the Company nor any of the OptiToken Team has provided you with any advice regarding whether OPTI is a suitable investment for you;
- you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, such as Bitcoin and Ether, as well as blockchain-based software systems generally;
- you are legally permitted to receive and hold and make use of OPTI in your and any other relevant jurisdiction;
- you will supply us with all information, documentation or copy documentation that we require in order to allow us to accept your purchase of OPTI and allocate OPTI to you;
- you have not supplied us with information relating to your acquisition of OPTI or otherwise which is inaccurate or misleading;
- you will provide us with any additional information which may be reasonably required in order that we can fulfil our legal, regulatory and contractual obligations, including but not limited to any anti-money laundering obligation;
- you will notify us promptly of any change to the information supplied by you to us;
- you are of a sufficient age (if an individual) to legally obtain OPTI, and you are not aware of any other legal reason to prevent you from obtaining OPTI;
- you take sole responsibility for any restrictions and risks associated with receiving and holding OPTI, including but not limited to these set out in Annex A;
- by acquiring OPTI, you are not making a regulated investment, as this term may be interpreted by the regulator in your jurisdiction;
- you are not obtaining or using OPTI for any illegal purpose, and will not use OPTI for any illegal purpose;
- you waive any right you may have / obtain to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the sale of OPTI;
- your acquisition of OPTI does not involve your purchase or receipt of shares, ownership or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;
- to the extent permitted by law and provided we act in good faith, the Company makes no warranty whatsoever, either expressed or implied, regarding the future success of OPTI and/or the Ethereum Network;
- you accept that OPTI is created and you obtain OPTI on an “as is” and “under development” basis. Therefore, provided the Company acts in good faith, you accept that the Company is providing OPTI without being able to provide any warranties in relation to OPTI, including, but not limited to, title, merchantability or fitness for a particular purpose;
  - you accept that you bear sole responsibility for determining if (i) the acquisition, the allocation, use or ownership of OPTI; (ii) the potential appreciation or depreciation in the value of OPTI over time, if any; (iii) the sale and purchase of OPTI; and/or (iv) any other action or transaction related to OPTI has tax implications.

## 2. Overview of OPTI sale

OPTI is required for proper operation and comprehensive utilization of optitoken (as defined in the white paper (the “White Paper”) provided at <https://optitoken.com> (the “Website”) as of the date the Purchaser acquires OPTI token). After the OPTI sale, each OPTI is backed by the purchase of the underlying assets, as described in the White Paper. To the extent they do not contradict these Terms, the rights connected to OPTI are subject to the limitations set out in the White Paper, but this should in no case create obligations for the Company in addition to the ones contained in these Terms. The Company reserves the right to circumvent the algorithm used to select the underlying assets if it believes, in its sole discretion, that such selected underlying assets could adversely affect the Company or OPTI from a regulatory or legal perspective. The Company shall have the right to sell any such underlying assets (if already part of OPTI portfolio) and block their acquisition.

The maximum total amount of OPTIs to be issued is 280,000,000 (roughly equivalent in EURO's to €36,000,000). Of this, 70% of tokens (196,000,000 max) will be publicly available for purchase to participating GEO's. “Public sale” OPTIs unpurchased after the end of the OPTI sale will be burned and destroyed. This will be viewable VIA most simple ethereum block explorer websites. Affiliate marketing links may generate token payables to affiliates of the OptiToken token sale. These affiliate payables will be deducted from the available “public sale” supply. No more OPTIs will be issued after the end of the OPTI sale, as described in the preceding paragraph. Ownership of OPTI during the OPTI token sale carries no rights express or implied. Purchases of OPTI are non-refundable.

The anticipated distribution of the OPTI tokens is as follows:

- 70% Public Sale;
- 15% OptiToken Team;
- 4% Future Development and Talent;
- 2.5% marketing and investor relations;
- 2% Industry Advisors
- 1.0% security developers - systems and smart contract;
- 2% bounty program; and
- 3.5% Airdrop

## 3. OPTI Price

Purchasers in the OPTI token sale will be allocated their OPTI tokens in exchange for fiat currency or cryptocurrency at the following rates: (Exchange rate is determined at the time of purchase and is made to reflect the current price per token in Euro's based on the current market price according to [www.Blockchain.info](http://www.Blockchain.info) for Bitcoin purchases, [www.coinmarketcap.com](http://www.coinmarketcap.com) for ETH and <http://www.x-rates.com/> for foreign fiat wire purchases.)

Pre-sale: To reward early investors we are offering 8 million \$OPTI tokens at €0.09 each, a discount of 25%. The first 25 buys will have no limit as to not exclude some early supporters and fans. Afterwards there will be a minimum buy limit described further below under Section “4. Timing and further details of OPTI Token Sale.” Large buys will be offered at special discounts that can be negotiated personally at [info@optitoken.io](mailto:info@optitoken.io)

Token Sale: All options subject to time and supply constraints whichever executes first.  
ICO week 1 and 2: 20m tokens at € 0.12 each: Fully subscribed = € 2,4 million  
ICO week 3 and 4: 36m tokens available at €0.15 each: Fully subscribed = €5,4 million

ICO week 5 and 6: 40m tokens available at €0.18 each: Fully subscribed = €7,2 million  
ICO week 7 and 8: 44m tokens available at €0.21 each: Fully subscribed = €9,24 million  
Final month: 48 million tokens available at €0.24 each: Fully subscribed = €11,52 million  
If fully subscribed the ICO would raise €36,480,000 however the hard cap will be placed at €24,000,000 and if this event is reached it triggers the end of the sale and any remaining tokens, less any earned affiliate marketing earned tokens, will be burned.

Team tokens will vest over 12 months via a smart contract to align team incentives with ICO participants.

#### ICO Fund Utilization

- Raise of €225,000 - €235.000 87% toward fund and 13% toward costs
- Raise of €236.000 - €500.000 90% toward fund and 10% toward operational costs.
- Raise of €501.000 - €750.000 91% toward fund and 9% toward start-up costs.
- Raise of €751.000 - €1.000.000 92% toward fund and 8% toward start-up costs.
- Raise of €1.100.000 - €2.000.000 93% toward fund and 7% toward operational costs.
- Raise of €2.100.000 - €3.500.000 94% toward fund and 6% toward operational costs.
- Raise of €3.600.000 - €5.000.000 95% toward fund and 5% toward operational costs.
- Raise of €5.100.000 - €10.000.000 96% toward fund and 4% toward operational costs.
- Raise of €10.100.000 - €20.000.000 97% toward fund and 3% toward operational costs.
- Lastly a raise of €20.100.000 or more 98% toward fund and 2% toward operational costs.

The reason that the sliding scale also is effective is that it weighs the increasing amount of work and new hires legal and custodial services that will be required as the funds initial holdings increases through the token sale.

Purchasers must have an Ethereum wallet that supports the ERC-20 token standard in order to receive any OPTI purchased from the Company.

#### 4. Timing and further details of OPTI Token Sale

The OPTI sale begins as follows;

Pre-Sale is open immediately at time of corresponding purchase page becoming live. Buyers will be limited only to purchases above these amounts, 3 Ethereum, .25 BTC or fiat or other acceptable cryptocurrency equivalent to or more than 3,500 EURO.

Initial coin offering (sale with no minimum) is tentatively set to begin April 1<sup>st</sup>, 2018 and last for 90 days from time of opening.

The general public will be able to see the total number of OPTI tokens currently sold, as well as the distribution of all OPTI tokens between the participating Ethereum accounts. In the spirit of openness, the Company will constantly update on the Website the number of tokens sold as well as the share of OPTI tokens allocated to the shareholders of the Company. Furthermore, the Ethereum accounts used to store ETH during the OPTI sale duration will publicly available and their balances will also be made available on the Website.

## 5. After the OPTI Token Sale

The Purchasers should have no expectation of influence over governance of the Company.

Upon the conclusion of a successful OPTI sale, the digital assets backing each OPTI token will be transparently purchased.

The Company will provide you with an official and regular audit conducted on the existence of the digital assets backing each OPTI token. Through this audit, you can track and confirm that the digital assets backing your OPTI have been received and acquired. Access to the audit results does not constitute a OPTI purchase receipt or indicate in any way that the party possessing such access has rights to or ownership of the purchased OPTI tokens.

Prior to a Purchaser selling OPTI after the OPTI token sale completion, such Purchaser shall ensure that the buyer of any such OPTI undertakes to comply with all the provisions of these Terms as if such person were a Purchaser in the OPTI token sale.

## 6. All purchases of OPTI are final

**ALL PURCHASES OF OPTI ARE FINAL. PURCHASES OF OPTI ARE NON-REFUNDABLE. BY PURCHASING OPTI, THE PURCHASER ACKNOWLEDGES THAT NEITHER THE COMPANY NOR ANY OF ITS AFFILIATES, DIRECTORS OR SHAREHOLDERS ARE REQUIRED TO PROVIDE A REFUND FOR ANY REASON.**

**IF THE COMPANY BELIEVES, IN ITS SOLE DISCRETION, THAT ANY INDIVIDUALS OR ENTITIES OWNING OPTI CREATES MATERIAL REGULATORY OR OTHER LEGAL RISKS OR ADVERSE EFFECTS FOR THE COMPANY AND/OR OPTI, THE COMPANY RESERVES THE RIGHT TO: (A) BUY ALL OPTI FROM SUCH OPTI OWNERS AT THE THEN-EXISTING MARKET PRICE AND/OR (B) SELL ALL CRYPTOCURRENCY ASSETS OF THE COMPANY.**

## 7. Taxation of OPTI and Taxation Related to the ICO

The Purchaser bears the sole responsibility to determine if the purchase of OPTI with BTC, LTC, ETH or the potential appreciation or depreciation in the value of OPTI over time has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing OPTI, and to the extent permitted by law, the Purchaser agrees not to hold any of the Company, its affiliates, shareholders, director, or advisors liable for any tax liability associated with or arising from the

purchase of OPTI.

## 8. Privacy

The Purchasers may be contacted by email by the Company. Such emails will be informational only. The Company will not request any information from Purchasers in an email. See our Privacy Policy available on the Website for additional information.

## 9. Availability

OptiToken team will, to the best of their abilities, remain available to contact within a reasonable amount of time for legal inquiries as well as general inquiries for the most part; provided the means of contact is a publicly available form or address.

## 10. Force Majeure

The OptiToken Team is not liable for failure to perform solely caused by: unavoidable casualty, delays in delivery of materials, embargoes, government orders, acts of civil or military authorities, acts by common carriers, emergency conditions (including weather conditions), security issues arising from the technology used, or any similar unforeseen event that renders performance commercially implausible. If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Terms, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

## 11. Disclaimer of Warranties

THE PURCHASER EXPRESSLY AGREES THAT THE PURCHASER IS PURCHASING OPTI AT THE PURCHASER'S SOLE RISK AND THAT OPTI IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NONE OF THE OPTITOKEN TEAM WARRANTS THAT THE PROCESS FOR PURCHASING OPTI WILL BE UNINTERRUPTED OR ERROR-FREE.

## 12. Limitations Waiver of Liability

THE PURCHASER ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO (i) USE OF, OR INABILITY TO USE, OPTI OR (ii) THE OPTITOKEN TEAM UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY KIND IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT NONE OF THE OPTITOKEN TEAM SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING

OUT OF THE USE OF, OR INABILITY TO USE, OR PURCHASE OF, OR INABILITY TO PURCHASE, OPTI, OR ARISING OUT OF ANY INTERACTION WITH THE SMART CONTRACT IMPLEMENTED IN RELATION TO OPTI. THE PURCHASER FURTHER SPECIFICALLY ACKNOWLEDGES THAT THE OPTITOKEN TEAM IS NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF OPTI, AND THAT THE RISK OF PURCHASING AND USING OPTI RESTS ENTIRELY WITH THE PURCHASER. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ANY OF THE OPTITOKEN TEAM BE LIABLE TO ANY PURCHASER FOR MORE THAN THE AMOUNT THE PURCHASER HAVE PAID TO THE COMPANY FOR THE PURCHASE OF OPTI. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION AND ELSEWHERE IN THE TERMS MAY NOT APPLY TO A PURCHASER. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY PURCHASER OR EXCLUDE INJURY ARISING FROM ANY WILFUL MISCONDUCT OR FRAUD OF THE OPTITOKEN TEAM.

### 13. Complete Agreement

These Terms set forth the entire understanding between the Purchaser and the Company with respect to the purchase and sale of OPTI. For facts relating to the sale and purchase, the Purchaser agrees to rely only on the Terms in determining purchase decisions and understands that the Terms govern the sale of OPTI and supersede any public statements about the OPTI token sale made by third parties or by the OptiToken Team or individuals associated with any of the oOptiToken Team, past and present and during the OPTI token sale.

### 14. Severability

The Purchaser and the Company agree that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

### 15. No Waiver

The failure of the Company to require or enforce strict performance by the Purchaser of any provision of these Terms or the Company's failure to exercise any right under these Terms shall not be construed as a waiver or relinquishment of the Company's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by the Company of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by the optitoken Team shall be deemed a modification of these Terms nor be legally binding.

### 16. Updates to the Terms

The Company reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the sale by posting the amended Terms on the Website. Any Purchaser will be deemed to have accepted such changes by purchasing OPTI. The Terms may not be otherwise amended except by express consent of both the Purchaser and the Company.

## 17. Cooperation with Legal Authorities

The Company will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions.

## 18. Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the OptiToken Team from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your purchase or use of OPTI; (ii) your responsibilities or obligations under these Terms; (iii) your violation of these Terms; or (iv) your violation of any rights of any other person or entity.

The Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under this Section 18. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

## 19. Security

You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold OPTI purchased from the Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Tokens. The Company is not responsible for any losses, costs or expenses relating to lost access credentials.

## 20. Language

Currently, only English versions of any OptiToken's communications is considered official. The English version shall prevail in case of differences in translation.

## 21. Governing Law

The Terms, the arbitration clause contained in them, and all non-contractual obligations arising in any way whatsoever out of or in connection with these Terms are governed by, construed, and take effect in accordance with English law.

## 22. Arbitration

Any dispute or difference arising out of or in connection with these Terms or the legal relationships established by these Terms, including any question regarding its existence, validity or termination ("Dispute"), shall be referred to and finally resolved by arbitration under the LCIA Rules which will be deemed to be incorporated by reference into this clause, save for any waiver of any rights the parties would otherwise have to any form of appeal or recourse to a court of law or other judicial authority, which rights are expressly reserved. The number of arbitrators shall be three. The seat of the arbitration shall be London. The language of the arbitration shall be English.

A dispute arising out of or related to these Terms is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another



individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

## ANNEX A OPTI Risks

By purchasing, owning, and using OPTI, you expressly acknowledge and assume fully the following risks:

### 1. Risk of Losing Access to OPTI Due to Loss of Private Key(s), Custodial Error or Purchaser Error

A private key, or a combination of private keys, is necessary to control and dispose of OPTI stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing OPTI will result in loss of such OPTI. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your OPTI. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store OPTI in, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your OPTI. Additionally, your failure to follow precisely the procedures set forth in for buying and receiving Tokens, including, for instance, if you provide the wrong address for the receiving OPTI, or provides an address that is not ERC-20 compatible, may result in the loss of your Tokens.

### 2. Risks Associated with the Ethereum Protocol

Because OPTI and the OptiToken platform are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the platform or OPTI. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the OPTI and the platform, including the utility of the OPTI for obtaining services, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

### 3. Risk of Mining Attacks

As with other decentralized cryptographic tokens based on the Ethereum protocol, OPTI are susceptible to attacks by miners in the course of validating OPTI 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 platform and OPTI, including, but not limited to, accurate execution and recording of transactions involving OPTI.

### 4. Risk of Hacking and Security Weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with the platform or OPTI in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, and spoofing. Furthermore, because the platform 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 platform, which could negatively affect the platform and OPTI, including the utility of OPTI for obtaining services.

## 5. Risks Associated with Markets for OPTI

If secondary trading of 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 fraud or manipulation. Furthermore, to the extent that third-parties do ascribe an external exchange value to OPTI (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile.

## 6. Risk of Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, OPTI 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 Company, to offer recourse to you.

## 7. Risks Associated with Uncertain Regulations and Enforcement Actions

The regulatory status of OPTI 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, including the OptiToken platform and OPTI. 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 platform and OPTI. Regulatory actions could negatively impact the platform and OPTI in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of OPTI constitutes unlawful activity or that OPTI are a regulated instrument that require registration or licensing of those instruments or some or all of the parties involved in the purchase, sale and delivery thereof. The 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.

## 8. Risks Arising from Taxation

The tax characterization of OPTI is uncertain. You must seek your own tax advice in connection with purchasing OPTI, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

## 9. Risk of Competing Platforms

It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the platform and attempt to facilitate services that are materially similar to the OptiToken services.

## 10. Risks Arising from Lack of Governance Rights

Because OPTI confer no governance rights of any kind with respect to the OptiToken platform or the Company, all decisions involving the Company's products or services within the platform or the Company itself will be made by the Company at its sole discretion. These decisions could adversely affect the platform and the utility of any OPTI you own, including their utility for obtaining services.

## 11. Unanticipated Risks

Cryptographic tokens such as OPTI are a new and untested technology. In addition to the risks included in this Annex A of these Terms, there are other risks associated with your purchase, possession and use of OPTI, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Annex A of these Terms.

#### Further Information

For further information regarding the OPTI sale, please contact [info@optitoken.io](mailto:info@optitoken.io).

## ANNEX B PRIVACY POLICY

Opti Token, an exempted company registered under the laws of the Cayman Islands ("we") are committed to protecting and respecting your privacy.

This policy (together with our terms of use available at <https://optitoken.com/en/> ("Website") and any other documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. By visiting the Website you are accepting and consenting to the practices described in this policy.

### INFORMATION WE COLLECT FROM YOU

We will collect and process the following data about you:

Information you give us. This is information about you that you give us by filling in forms on the Website (<https://optitoken.com>) or by corresponding with us by phone, e-mail or otherwise. The information you give us may include your name, address, e-mail address and phone number, financial and credit card information, personal description and photograph

Information we collect about you. With regard to each of your visits to our site we will automatically collect the following information:

technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;

information about your visit, including the full Uniform Resource Locators (URL), clickstream to, through and from our site (including date and time), products you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from the page, and any phone number used to call our customer service number.

Information we receive from other sources. We are working closely with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies) who may provide us information about you.

### COOKIES

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site.

### USES MADE OF THE INFORMATION

We use information held about you in the following ways:

Information you give to us. We will use this information:

- to carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us;
- to comply with applicable laws and legislation;
- to provide you with information about other goods and services we offer that are similar to those that you have already purchased or enquired about;
- to notify you about changes to our service;
- to ensure that content from our site is presented in the most effective manner for you and for your computer.

Information we collect about you. We will use this information:

- to administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- to comply with applicable laws and legislation;
- to improve our site to ensure that content is presented in the most effective manner for you and for your computer;
- to allow you to participate in interactive features of our service, when you choose to do so;
- as part of our efforts to keep our site safe and secure;
- to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you;
- to make suggestions and recommendations to you and other users of our site about goods or services that may interest you or them.

Information we receive from other sources. We will combine this information with information you give to us and information we collect about you. We will use this information and the combined information for the purposes set out above (depending on the types of information we receive).

## DISCLOSURE OF YOUR INFORMATION

You agree that we have the right to share your personal information with:

Any member of our group, which means respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors, and assigns (“OptiToken.io Team”).

Selected third parties including business partners, suppliers, and sub-contractors for the performance of any contract we enter into with them or you;

We will disclose your personal information to third parties:

In the event that we sell or buy any business or assets, in which case we will disclose your personal data to the prospective seller or buyer of such business or assets.

If OptiToken.io or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.

If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use of the Website and other agreements; or to protect the rights, property, or safety of OptiToken.io or OptiToken.io Team, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

## YOUR RIGHTS

You have the right to ask us not to process your personal data for marketing purposes. You can also exercise the right at any time by contacting us at [info@optitoken.io](mailto:info@optitoken.io).

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

## CHANGES TO OUR PRIVACY POLICY

Any changes we make to our privacy policy in the future will be posted on this page. Please check back frequently to see any updates or changes to our privacy policy.

## CONTACT

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to [info@optitoken.io](mailto:info@optitoken.io).

## OPTI SALE APPLICATION

### Confidentiality

I will keep confidential and will not disclose to third parties (other than my tax or other financial advisors under like conditions of confidentiality) any and all information regarding Opti Token, an exempted company registered under the laws of Cayman Islands, (“optitoken”) or (name at any time should it ever change) along with any affiliates provided, however, that this confidential treatment shall not apply to the tax treatment and tax structure of an acquisition of OPTI tokens and all materials of any kind (including opinions or other tax analyses) that are provided to me relating to such tax treatment and tax structure.

### Authorization and Indemnification

I hereby authorize and instruct each of optitoken and its affiliates to accept and execute any instructions given in relation to any OPTI acquired for by me. I agree to keep each of them indemnified against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon such instructions and they may each rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions or other instrument believed in good faith to be genuine or to be signed by properly authorized persons.

I indemnify and hold harmless each of optitoken, its affiliates against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon instructions given in relation to any OPTI token purchased by me.

I indemnify and hold harmless optitoken and its affiliates and their respective directors, members, partners, shareholders, officers, employees, agents, and affiliates (collectively, the Indemnified Parties) from and against any and all losses, liabilities, damages, penalties, costs, fees and expenses (including legal fees and disbursements) that may result, directly or indirectly, from any inaccuracy in or breach of any representation, warranty, covenant or Application set forth in this Application or in any other document I deliver to optitoken and the its affiliates, or from my assertion of my proper authorization to act.

I indemnify and hold harmless optitoken and its affiliates and each of its agents and delegates and each of their respective principals, members, managers, officers, directors, stockholders, employees, and agents and hold them harmless from and against any withholding and any related liability, action, proceeding, claim, demand, costs, damages, expenses (including legal expenses) penalties or taxes whatsoever which an Indemnified Party may suffer or incur as a result of any action or

inaction on my part (or on the part of any person related to me). This indemnification shall survive my death or the disposition of my OPTI token(s).

I indemnify and hold harmless the “opti token” and the its affiliates against any loss arising as a result of a delay or failure to process this application or a redemption request if I have failed to provide such evidence as is required by such parties to satisfy applicable anti-money laundering rules.

I understand, acknowledge and agree that:

any Indemnified Party or other identifiable person who is not a party to this Application may enforce any rights granted to it pursuant to this Application in its own right as if it was a party to this Application. Except as expressly provided in the foregoing sentence, a person who is not a party to this Application shall not have any rights under the Contracts (Rights of Third Parties) Law, 2014 (as amended) to enforce any term of this Application. Notwithstanding any term of this Application, the consent of or notice to any person who is not a party to this Application shall not be required for any termination, rescission or Application to any variation, waiver, assignment, novation, release or settlement under this Application at any time;

optitoken and the it's affiliates may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions or other instrument believed in good faith to be genuine, howsoever given; and

optitoken and the it's affiliates will protect and indemnify its agents, delegates, service providers, officers, directors and other representatives against liability.

Acknowledgments

I understand, acknowledge and agree as follows:

Interpretation

Terms not defined herein will be as defined in the White Paper and Terms and Conditions (collectively, the Token Sale Terms) located at <https://optitoken.com> (the Website).

References to Token Sale Terms and the Articles are to those documents as they may be amended from time to time.

White Paper and/or Terms and Conditions

I have received and reviewed: (i) the Token Sale Terms and have taken appropriate legal and tax advice with respect to the same.

I understand that OPTI tokens do not represent nor do they entitle the holder, in any way whatever, to a:

Depository Account;

Custodial Account;

Cash Value Insurance Contract;

Annuity Contract; or

Equity and/or Debt Interest in optitoken;

as such terms are defined in the Tax Information Authority (International Tax Compliance) (Common Reporting Standard) Regulations, 2015, BTLG1-8265751-5.

Terms of Tokens

OPTI tokens are held subject to the terms and conditions of the Token Sale Terms and this Application (this Application).

No certificate will be issued to in relation to my OPTI tokens and my personal OPTI token holding will not be reflected, recognized or recorded in any account or ledger maintained by optitoken.

Acquisition and Reversion

I understand that Acquisitions and Reversions will be processed by optitoken as per its Token Sale Terms. For the purposes of this Application, a "Reversion" means a transaction directly between optitoken and you whereby OPTI token registered on your public key revert back to a public key owned or controlled by optitoken or its affiliates in accordance with the Terms and Conditions.

I understand that, prior to any purchase of OPTI tokens, I must pay cash or Digital Currency (Contributed Amount) to optitoken in accordance with the Token Sale Terms to the cryptocurrency address indicated by optitoken.

Upon acceptance of my request to buy OPTI tokens, the Contributed Amount will be converted for OPTI tokens in accordance with the Token Sale Terms.

Any Reversion proceeds realized and due to me following a Reversion of OPTI tokens held by me at the point of Reversion (Reversion Proceeds) in accordance with Token Sale Terms shall be paid to me as soon as practicable in the manner set forth in the Token Sale Terms. Contributed Amount or Reversion Proceeds shall be transferred and/or reflected on the same Digital Currency address from which the Contributed Amount was originally remitted unless such account or Digital Currency address has been changed and notified to optitoken and all relevant anti-money laundering and other verification procedures have been complied with prior to withdrawal. No Contributed Amount or Reversion Proceeds shall be paid to any Third Party account in respect of OPTI tokens held by me and reverted.

I acknowledge and understand that, for so long as any Reversion Proceeds are held as assets of optitoken, I shall accept the risk that a creditor of optitoken may seek to and may be successful in securing discharge of a liability of optitoken out of optitoken assets, thereby materially adversely affecting the value of my Contributed Amount and/or Reversion Proceeds and potentially reducing one or both to zero. Furthermore, I acknowledge that any interest accruing with respect to such Contributed Amount and/or Reversion Proceeds held in this manner shall be for the benefit of optitoken only.

### Anti-Money Laundering

optitoken (and/or its delegate) may request such evidence as is necessary to verify the identity and source of funds of a prospective token purchaser and to confirm the AML status of any redeeming OPTI token holder. optitoken shall not accept or repay any Contributed Amount and/or application for OPTI tokens and shall not pay any Reversion Proceeds until all information required for verification purposes has been provided.

If, as a result of any information or other matter which comes to his attention, any person resident in the Cayman Islands knows or suspects or has reasonable grounds for knowing or suspecting that another person is engaged in criminal conduct or is involved with terrorism or terrorist property and the information for that knowledge or suspicion came to their attention in the course of business in the regulated sector, or other trade, profession, business or employment, the person will be required to report such knowledge or suspicion to: (i) the Financial Reporting Authority of the Cayman Islands, pursuant to the Proceeds of Crime Law (Revised) of the Cayman Islands if the disclosure relates to criminal conduct or money laundering; or (ii) a police constable not below the rank of inspector, or the Financial Reporting Authority, pursuant to the Terrorism Law (Revised) of the Cayman Islands, if the disclosure relates to involvement with terrorism or terrorist financing and property. Such a report shall not be treated as a breach of confidence or of any restriction upon the disclosure of information imposed by any enactment or otherwise.

optitoken prohibits acceptance of funds by any persons or entities that are acting, directly or indirectly: (i) in contravention of any U.S. or international laws and regulations, including anti-money laundering regulations or conventions; (ii) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury Department's Office of Foreign Assets Control [1] ("OFAC"), as such list may be amended from time to time; (iii) for a senior foreign

political [2] figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political, unless the optitoken, after being specifically notified in writing that the Purchaser is such a person, conducts further due diligence, and determines that such acquisition shall be permitted; or (iv) for a foreign shell bank [3] (such persons or entities in (i) – (iv) are collectively referred to as "Prohibited Persons").

#### Tax Information Exchange Obligations

I acknowledge that optitoken may be subject to certain obligations (the Tax Information Exchange Obligations) to gather and disclose to the competent authorities information relating to purchasers of OPTI token 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., the U.K. 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.

I shall execute properly and provide to optitoken in a timely manner any documentation or other information that optitoken or its agents may request in writing from time to time in connection with the Tax Information Obligations. I waive any provision under the laws and regulations of any jurisdiction that would, absent a waiver, prevent or inhibit optitoken'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 optitoken and its agents of the provided information or documentation to applicable regulatory authorities.

Without limitation, I shall provide any documentation or other information regarding myself and my beneficial owners requested by optitoken or its agents in connection with the Tax Information Exchange Obligations.

If I provide information and/or documentation that is in anyway misleading, or I fail to provide optitoken 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 optitoken, or a risk of optitoken or its token holders being subject to withholding tax or other penalties), optitoken reserves the right:

to take any action and/or pursue all remedies at optitoken's disposal including, without limitation, compulsory Reversion of my OPTI 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, I shall have no claim against optitoken or it's affiliates, or either of their agents or delegates, for any form of damages or liability as a result of actions taken or remedies pursued by or on behalf of optitoken or it's affiliates in order to comply with the Tax Information Exchange Obligations.

#### Electronic Delivery of Reports and Other Communications.

I accept that such electronic communications are not secure and may contain computer viruses or



other defects, may not be accurately replicated on other systems, or may be intercepted, deleted or interfered with or without the knowledge of the sender or the intended recipient. optitoken and its affiliates make no warranties in relation to these matters. Each of optitoken and its affiliates reserve the right to intercept, monitor, and retain e-mail messages to and from their systems as permitted by applicable law. If I have any doubts about the authenticity of an electronic communication purportedly sent by optitoken or its affiliates I am required to contact the purported sender immediately. optitoken's acceptance of my OPTI token purchase is not conditioned on my giving consent to electronic delivery of optitoken related information. If I do not have reliable access to the internet or e-mail, I shall not acquire Tokens. I shall not be entitled to receive any information from optitoken in paper format.

#### Representations and Warranties

In consideration of the optitoken's acceptance of my offer to purchase OPTI tokens and recognizing its reliance thereon, I agree, represent, and warrant to optitoken that:

I am fully in compliance with the Token Sale Terms.

I am acquiring the OPTI tokens solely for my own account and not as nominee or custodian for another person or entity.

I am not:

a "U.S. Person" [4]

Or an individual or entity acquiring OPTI tokens as nominee or custodian for another person or entity [5]

executing this Application within the United States; or

acting on behalf of a trust which has any beneficiaries or trustees that are U.S. Persons or China.

4.4 I did not acquire and will not transfer any OPTI tokens within the United States of America, its territories or possessions (hereinafter collectively referred to as the "United States").

4.5 I did not engage (except as specifically authorized by the optitoken) and will not engage in any activity relating to the sale of OPTI tokens in the United States;

4.6 I will not transfer directly or indirectly any of my OPTI tokens or any interest therein (including without limitation any right to receive dividends or other distributions) without the consent of the directors of the optitoken and further, I shall not transfer directly or indirectly any of my OPTI tokens or any interest therein (including without limitation any right to receive dividends or other distributions) to a U.S. Person or to any other person or entity unless the proposed transferee has made the same representations and warranties as set out herein.

4.7 I did not acquire and will not transfer any OPTI tokens within [the United States, China, Cayman Islands or their respective territories or possessions (hereinafter collectively referred to as the "Restricted Territory").

4.8 I did not engage (except as specifically authorized by the optitoken) and will not engage in any activity relating to the sale of the OPTI tokens in the Restricted Territory;

#### No solicitation

4.9 I am not aware of and am in no way relying on, and did not become aware of the sale of OPTI tokens through or as a result of, from or in any of the United States, Cayman Islands or China: any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or electronic mail over the internet, in connection with the offering and sale of OPTI tokens and I am not purchasing OPTI tokens and did not become aware of the offering of OPTI tokens through or as a result of, in any of the United States, Cayman Islands or China, any seminar or meeting to which I was invited by, or any solicitation of a subscription by, a person not previously known to me in connection with investments in securities generally.

#### Capacity and experience

4.10 I am responsible for the decision to acquire OPTI tokens and I have legal competence and capacity to execute this Application.

4.11 I have the knowledge, expertise, and experience in financial matters to evaluate the risks of acquiring OPTI token, I am aware of the risks inherent in acquiring and the method by which the assets of the optitoken are held and/or traded and I can bear the risk of loss of my entire token acquisition.

4.12 I am qualified and authorized to make such acquisition decision and, to the extent deemed necessary, I have consulted my own advisors and legal counsel regarding acquisition of OPTI tokens. In making the decision to acquire OPTI tokens, I have not relied on any advice or recommendation from the optitoken, its affiliates nor any placement agent associated with the optitoken, or any of their affiliates.

4.13 To the extent that I am acting on behalf of an entity, I have the full power and authority under such entity's governing instruments to do so and that entity has the full power and authority under its governing instruments to acquire OPTI tokens.

#### Binding Application and extent of representations and warranties

4.14 This Application constitutes a valid and binding Application and is enforceable against me in accordance with its terms.

4.15 I have read and understand the optitoken's privacy policy.

4.16 (i) I am not, nor is any person or entity controlling, controlled by or under common control with me, a Prohibited Person, (ii) the funds paid for OPTI tokens on my own behalf of any of my beneficial owner(s), were not and are not derived from activities that may contravene any U.S. or international laws and regulations, including anti-money laundering laws and regulations and (iii) to the extent I have any beneficial owners, (A) I have carried out thorough due diligence to establish the identities of such beneficial owners, (B) based on such due diligence, I reasonably believe that no such beneficial owners are Prohibited Persons, (C) I hold the evidence of such identities and status and will maintain all such evidence for at least five years from the date of my complete redemption from optitoken, and (D) I will make available such information and any additional information that optitoken may require upon request in accordance with applicable regulations. If any of the representations, warranties or covenants in this section cease to be true or if optitoken no longer reasonably believes that it has satisfactory evidence as to their truth, notwithstanding any other agreement to the contrary, optitoken may, in accordance with applicable regulations, be obligated to freeze my token rights, either by prohibiting additional acquisition, declining or suspending any redemption requests, or my OPTI may immediately be involuntarily redeemed by optitoken, and optitoken may also be required to report such action and to disclose my identity to OFAC or other authority. In the event that optitoken is required to take any of the foregoing actions, I understand and agree that it shall have no claim against optitoken and its respective affiliates, directors, members, partners, shareholders, officers, employees and agents for any form of damages as a result of any of the aforementioned actions.

4.17 Having reviewed the Token Sale Terms, I hereby agree with optitoken, subject to optitoken's provisional acceptance, to acquire for as many of the OPTI tokens as the Contributed Amount shall purchase.

[1] The OFAC list may be accessed on the web at <http://www.treas.gov/ofac>.

[2] Senior foreign political figure means a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a senior foreign political figure includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure. The immediate family of a senior foreign political figure typically includes the political figure's parents, siblings, spouse, children and in-laws. A close associate of a senior foreign political figure is a person who is widely and publicly known internationally to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to

conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

[3] Foreign shell bank means a foreign bank without a physical presence in any country, but does not include a regulated affiliate. A post office box or electronic address would not be considered a physical presence. A regulated affiliate means a foreign shell bank that: (1) is an affiliate of a depository institution, credit union, or foreign bank that maintains a physical presence in the United States or a foreign country, as applicable; and (2) is subject to supervision by a banking authority in the country regulating such affiliated depository institution, credit union, or foreign bank.

[4] See Exhibit A attached hereto for the definition of a "U.S. Person".

[5] See Exhibit A attached hereto for the definition of a "U.S. Person".

[6] Beneficial owners will include, but not be limited to: (i) shareholders of a corporation; (ii) partners of a partnership; (iii) members of a limited liability company; (iv) investors in a fund-of-funds; (v) the grantor of a revocable or grantor trust; (vi) the beneficiaries of an irrevocable trust; (vii) the individual who established an IRA; (viii) the participant in a self-directed pension plan; (ix) the sponsor of any other pension plan; and (x) any person being represented by the Purchaser in an agent, representative, intermediary, nominee or similar capacity. If the beneficial owner is itself an entity, the information and representations set forth herein must also be given with respect to its individual beneficial owners. If the Purchaser is a publicly-traded company, it need not conduct due diligence as to its beneficial owners.

## EXHIBIT A

### DEFINITION OF U.S. PERSON

#### Rule 902 of the U.S. Securities Act of 1933

(1) "U.S. Person" means:

any natural person resident in the United States;

any partnership or corporation organized or incorporated under the laws of the United States;

any estate of which any executor or administrator is a U.S. Person;

any trust of which any trustee is a U.S. Person;

any agency or branch of a non-U.S. entity located in the United States;

any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person;

any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; or

any partnership or corporation if:

organized or incorporated under the laws of any non-U.S. jurisdiction; and

formed by a U.S. Person principally for the purpose of investing in securities not registered under the Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the Act) who are not natural persons, estates or trusts.

(2) Notwithstanding (1) above, any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. Person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States shall not be deemed a "U.S. Person".

(3) Notwithstanding (1) above, any estate of which any professional fiduciary acting as executor or administrator is a U.S. Person shall not be deemed a U.S. Person if:

an executor or administrator of the estate who is not a U.S. Person has sole or shared investment discretion with respect to the assets of the estate; and

the estate is governed by non-U.S. law.

(4) Notwithstanding (1) above, any trust of which any professional fiduciary acting as trustee is a U.S. Person shall not be deemed a U.S. Person if a trustee who is not a U.S. Person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no

settlor if the trust is revocable) is a U.S. Person.

(5) Notwithstanding (1) above, an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country shall not be deemed a U.S. Person.

(6) Notwithstanding (1) above, any agency or branch of a U.S. Person located outside the United States shall not be deemed a "U.S. Person" if:

the agency or branch operates for valid business reasons; and

the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located.

(7) The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans shall not be deemed "U.S. Persons."