

# CRYPTFUNDER TOKEN SALE TERMS AND CONDITIONS

The following **Terms and Conditions** ("**Terms**") govern your ("**you**" or the "**Purchaser**") purchase of cryptographic tokens ("CFND") from CRYPTFUNDER, 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 CFND token sale.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE CFND FROM THE COMPANY. BY PURCHASING CFND FROM THE COMPANY, YOU WILL BE BOUND BY THESE TERMS AND ANY TERMS INCORPORATED BY REFERENCE. By purchasing CFND, 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 "**Company Team**") liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of CFND, including losses associated with the terms set forth below.

DO NOT PURCHASE CFND IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS. PRIOR TO PURCHASING CFND, 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 CFND.

PURCHASES OF CFND 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. THE COMPANY WILL NOT BE RESPONSIBLE IN ANY WAY FOR LOSS OF BTC, ETH OR CFND RESULTING FROM ACTIONS TAKEN BY, OR OMITTED BY PURCHASERS. IF YOU DO NOT HAVE SUCH EXPERIENCE OR EXPERTISE, THEN YOU SHOULD NOT PURCHASE CFND OR PARTICIPATE IN THE SALE OF CFND. YOUR PARTICIPATION IN CFND 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 CFND TOKENS IN ACCORDANCE WITH THE FOLLOWING TERMS:

## **1. Conditions to CFND token sale**

YOU MAY NOT ACQUIRE A/ANY CFND TOKEN/S 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 CAYMAN ISLANDS.

When you purchase, or otherwise receive, a CFND 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 CFND tokens:

- neither the Company nor any of the Company Team has provided you with any advice regarding whether CFND 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 and other alternate coins (“ALTCOINS”), as well as blockchain-based software systems generally;
- you are legally permitted to receive and hold and make use of CFND 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 CFND and allocate CFND to you;
- you have not supplied us with information relating to your acquisition of CFND 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 fulfill 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 CFND, and you are not aware of any other legal reason to prevent you from obtaining CFND;
- you take sole responsibility for any restrictions and risks associated with receiving and holding CFND, including but not limited to these set out in Annex A;
- by acquiring CFND, 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 CFND for any illegal purpose, and will not use or obtain CFND 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 CFND;
- your acquisition of CFND 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 CFND and/or the Ethereum Network;

- you accept that CFND is created and you obtain CFND on an “as is” and “under development” basis. Therefore, provided the Company acts in good faith, you accept that the Company is providing CFND without being able to provide any warranties in relation to CFND, 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 CFND (ii) the potential appreciation or depreciation in the value of CFND over time, if any, (iii) the sale and purchase of CFND; and/or (iv) any other action or transaction related to CFND has tax implications.

## **2. Overview of CFND sale**

CFND is required for proper operation and comprehensive utilization of CRYPTFUNDER provided at <https://CRYPTFUNDER.io/> (the “Website”) and as defined in the white paper provided at <https://CRYPTFUNDER.io/whitepaper> (the “White Paper”) as of the date the Purchaser acquires CFND token. After the CFND sale, each CFND 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 CFND 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 rules used to select the underlying assets of the CRYPTFUNDER 30 (“CF30”) if it believes, in its sole discretion, that such selected underlying assets could adversely affect the Company or CFND from a regulatory or legal perspective. The Company shall have the right to sell any such underlying assets (if already part of CFND portfolio) and block their acquisition.

The maximum total amount of CFNDs to be issued is 40,000,000 tokens and will be fixed. Ownership of CFND during the CFND token sale carries no rights express or implied. Purchases of CFND are non-refundable.

The anticipated distribution of the CFND tokens is as follows:

- 10% administration
- 5% exchanges;
- 5% marketing
- 10% legal advisors;
- 10% retained
- 10% bounty program and Company Team; and
- 50% ICO Participants;

## **3. CFND Price**

Purchasers in the CFND token sale will be allocated their CFND tokens in exchange for ETH or BTC at the following rate:

- the first five (5) days: US\$ 2.00 per CFND token plus a bonus of tokens of 15%;
- the second five (5) days: US\$ 2.00 per CFND token plus a bonus of tokens of 10%;
- the first five (5) days: US\$ 2.00 per CFND token plus a bonus of tokens of 5%;
- the first five (5) days: US\$ 2.00 per CFND token plus a bonus of tokens of 2%;
- the first five (5) days: US\$ 2.00 per CFND token and no bonus of tokens;

The US Dollars to ETH or BTC exchange rate is used to dynamically set the ETH or BTC to CFND rate. As a result, for the duration of the CFND sale, the price to purchase a CFND will be set as an amount in ETH or BTC.

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

#### **4. Timing of CFND Token Sale**

The CFND sale begins on May 25, 2018 at 9:00pm (UTC) - The CFND sale will run for 45 calendar days and will end on July 8, 2018 at 9:00pm (UTC) or when the CFND sale cap is reached. The Company reserves the right to change the sale dates or extend the sale duration for any reason, including the unavailability of the Website or other unforeseen security or procedural issues.

The general public will be able to see the total number of CFND tokens currently sold. In the spirit of openness, the Company will update the Website as to the number of tokens. In any event that updates do not occur due to unforeseen events or any reason, the Company will not be held responsible for any damages or losses.

#### **5. After the CFND Token Sale**

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

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

#### **6. The Company Will Not Purchase CFND During the CFND Sale**

The Company warrants that neither it nor its shareholders will purchase CFND during the CFND sale. Furthermore, the Company warrants that neither it nor its shareholders will purchase CFND from any third party during the period of the CFND sale.

#### **7. All purchases of CFND are final**

ALL PURCHASES OF CFND ARE FINAL. PURCHASES OF CFND ARE NON-REFUNDABLE. BY PURCHASING CFND, 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 CFND CREATES MATERIAL REGULATORY OR OTHER LEGAL RISKS OR ADVERSE EFFECTS FOR THE COMPANY AND/OR CFND, THE COMPANY RESERVES THE RIGHT TO: (A) BUY ALL CFND FROM SUCH CFND OWNERS AT THE THEN-EXISTING MARKET PRICE AND/OR (B) SELL ALL CRYPTOCURRENCY ASSETS OF THE COMPANY.

## **8. Taxation of CFND and Taxation Related to the ICO**

The Purchaser bears the sole responsibility to determine if the purchase of CFND with BTC, LTC, ETH or the potential appreciation or depreciation in the value of CFND over time has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing CFND, 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 CFND.

## **9. 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

## **10. Force Majeure**

The Company 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 CFND AT THE PURCHASER'S SOLE RISK AND THAT CFND 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 CRYPTFUNDER TEAM WARRANTS THAT THE PROCESS FOR PURCHASING CFND 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, CFND OR (ii) THE CRYPTFUNDER 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 CRYPTFUNDER 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, CFND, OR ARISING OUT OF ANY INTERACTION WITH THE SMART CONTRACT IMPLEMENTED IN RELATION TO CFND. THE PURCHASER FURTHER SPECIFICALLY ACKNOWLEDGES THAT THE CRYPTFUNDER TEAM IS NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF CFND, AND THAT THE RISK OF PURCHASING AND USING CFND RESTS ENTIRELY WITH THE PURCHASER. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ANY OF THE CRYPTFUNDER TEAM BE LIABLE TO ANY PURCHASER FOR MORE THAN THE AMOUNT THE PURCHASER HAVE PAID TO THE COMPANY FOR THE PURCHASE OF CFND. 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 CRYPTFUNDER 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 CFND. 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 CFND and supersede any public statements about the CFND token sale made by third parties or by the Company Team or individuals associated with any of the Company Team, past and present and during the CFND 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 Company 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 CFND. 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 Company 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 CFND; (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 CFND 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 Company communications is considered official. The English version shall prevail in case of differences or errors 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.

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



## **1. Risk of Losing Access to CFND 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 CFND stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing CFND will result in loss of such CFND. 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 CFND. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store CFND in, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your CFND. 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 CFND, 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 CFND and the Company 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 CFND. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the CFND and the platform, including the utility of the CFND 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, CFND are susceptible to attacks by miners in the course of validating CFND 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 CFND, including, but not limited to, accurate execution and recording of transactions involving CFND.

## **4. Risk of Hacking and Security Weaknesses**

Hackers or other malicious groups or organizations may attempt to interfere with the platform or CFND 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 CFND, including the utility of CFND for obtaining services.

## **5. Risks Associated with Markets for CFND**

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 CFND (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, CFND 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 CFND 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 Company platform and CFND. 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 CFND. Regulatory actions could negatively impact the platform and CFND in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of CFND constitutes unlawful activity or that CFND 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 CFND is uncertain. You must seek your own tax advice in connection with purchasing CFND, 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 Company services.

## **10. Risks Arising from Lack of Governance Rights**

Because CFND confer no governance rights of any kind with respect to the Company 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 CFND you own, including their utility for obtaining services.

## 11. Unanticipated Risks

Cryptographic tokens such as CFND 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 CFND, 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 CFND sale, please contact [CRYPTFUNDER.io](https://CRYPTFUNDER.io)

# PRIVACY POLICY

CRYPTFUNDER, 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://CRYPTFUNDER.io/> (“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://CRYPTFUNDER.io>) 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 (“CRYPTFUNDER 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 the Company 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 the Company or the Company Team, our customers, or others. This includes exchanging information with other companies and organizations 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 unauthorized 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@CRYPTFUNDER.io](mailto:info@CRYPTFUNDER.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@CRYPTFUNDER.io](mailto:info@CRYPTFUNDER.io)

# CFND SALE APPLICATION

## 1. Confidentiality

1. 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 the Company, an exempted company, registered under the laws of Cayman Islands, provided, however, that this confidential treatment shall not apply to the tax treatment and tax structure of an acquisition of CFND 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.

## 2. Authorization and Indemnification

1. I hereby authorize and instruct each of the Company and Smart Contract Supporter to accept and execute any instructions given in relation to any CFND 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.
2. I indemnify and hold harmless each of the Company, Smart Contract Supporter 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 CFND token purchased by me.
3. I indemnify and hold harmless the Company and the Smart Contract Supporter 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 the Company and the Smart Contract Supporter, or from my assertion of my proper authorization to act.
4. I indemnify and hold harmless the Company and the Smart Contract Supporter and each of its agents and delegates and each of their respective principals, members, managers, officers, directors, stockholders, employees, and agents (each a FATCA Indemnified Party) and hold them harmless from and against any withholding and any FATCA (or other withholding or information reporting) related liability, action, proceeding, claim, demand, costs, damages, expenses (including legal expenses) penalties or taxes whatsoever which a FATCA 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 CFND token(s).
5. I indemnify and hold harmless the Company and the Smart Contract Supporter 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.

6. I understand, acknowledge and agree that:
  - a. any Indemnified Party, FATCA 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;
  - b. Company and the Smart Contract Supporter 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
  - c. The Company and the Smart Contract Supporter will protect and indemnify its agents, delegates, service providers, officers, directors and other representatives against liability.

### 3. Acknowledgments

I understand, acknowledge and agree as follows:

#### Interpretation

1. Terms not defined herein will be as defined in the White Paper and Terms and Conditions (collectively, the Token Sale Terms) located at <https://CRYPTFUNDER.io> (the Website).
2. 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

3. I have received and reviewed: (i) the Token Sale Terms and have taken appropriate legal and tax advice with respect to the same.
4. I understand that CFND tokens do not represent nor do they entitle the holder, in any way whatever, to a:
  - . Depository Account;
    - a. Custodial Account;
    - b. Cash Value Insurance Contract;
    - c. Annuity Contract; or
    - d. Equity and/or Debt Interest in the Company;

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

#### Terms of Tokens

5. CFND tokens are held subject to the terms and conditions of the Token Sale Terms and this Application (this **Application**).
6. No certificate will be issued to in relation to my CFND tokens and my personal CFND token holding will not be reflected, recognized or recorded in any account or ledger maintained by the Company.

#### Acquisition and Reversion

7. I understand that Acquisitions and Reversions will be processed by the Company as per its Token Sale Terms. For the purposes of this Application, a "Reversion" means a transaction directly between the Company and you whereby CFND token registered on your public key revert back to a public key owned or controlled by the Company or its affiliates in accordance with the Terms and Conditions.
8. I understand that, prior to any purchase of CFND tokens, I must pay cash or Digital Currency (Contributed Amount) to the Company in accordance with the Token Sale Terms to the cryptocurrency address indicated by the Company.
9. Upon acceptance of my request to buy CFND tokens, the Contributed Amount will be converted for CFND tokens in accordance with the Token Sale Terms.
10. Any Reversion proceeds realized and due to me following a Reversion of CFND 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 the Company 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 CFND tokens held by me and reverted.
11. I acknowledge and understand that, for so long as any Reversion Proceeds are held as assets of the Company, I shall accept the risk that a creditor of the Company may seek to and may be successful in securing discharge of a liability of the Company out of the Company 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 the Company only.



## Anti-Money Laundering

12. CRYPTFUNDER (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 CFND token holder. The Company shall not accept or repay any Contributed Amount and/or application for CFND tokens and shall not pay any Reversion Proceeds until all information required for verification purposes has been provided.
13. If, as a result of any information or other matter which comes to his attention, any person resident in the Cayman Islands or the United States 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.
14. The Company 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 Company, 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

15. I acknowledge 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 CFND 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.

16. I shall execute properly and provide to the Company in a timely manner any documentation or other information that the Company PTFUNDER 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 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.
17. Without limitation, I shall provide any documentation or other information regarding myself and my beneficial owners requested by the Company 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 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 my CFND tokens in full or in part; and
    - a. 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 the Company or Smart Contract Supporter, 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 the Company or Smart Contract Supporter in order to comply with the Tax Information Exchange Obligations.

Electronic Delivery of Reports and Other Communications.

18. 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. The Company and Smart Contract Supporter make no warranties in relation to these matters. Each of the Company and Smart Contract Supporter 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 the Company or Smart Contract Supporter I am required to contact the purported sender immediately. The Company's acceptance of my CFND token purchase is not conditioned on my giving consent to electronic delivery of the Company 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 the Company in paper format.

#### 4. Representations and Warranties

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

1. I am fully in compliance with the Token Sale Terms.
2. I am acquiring the CFND tokens solely for my own account and not as nominee or custodian for another person or entity.
3. I am not:
  - a. a "U.S. Person" [4]
  - a. a member of the public in the Cayman Islands or a resident or citizen of the Cayman Islands
  - b. acquiring CFND tokens as nominee or custodian for another person or entity [5]
  - c. executing this Application within the United States; or
  - d. acting on behalf of a trust which has any beneficiaries or trustees that are U.S. Persons

4.4 I did not acquire and will not transfer any CFND 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 Company) and will not engage in any activity relating to the sale of CFND tokens in the United States;

4.6 I will not transfer directly or indirectly any of my CFND tokens or any interest therein (including without limitation any right to receive dividends or other distributions) without the consent of the directors of the Company and further, I shall not transfer directly or indirectly any of my CFND 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 CFND tokens within the Cayman Islands,

its territories or possessions (hereinafter collectively referred to as the “Restricted Territory”).

4.8 I did not engage (except as specifically authorized by the Company) and will not engage in any activity relating to the sale of the CFND 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 CFND tokens through or as a result of, from or in any of the United States, Cayman Islands: 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 CFND tokens and I am not purchasing CFND tokens and did not become aware of the offering of CFND tokens through or as a result of, in any of the United States, Cayman Islands, 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 CFND 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 CFND token, I am aware of the risks inherent in acquiring and the method by which the assets of the Company 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 CFND tokens. In making the decision to acquire CFND tokens, I have not relied on any advice or recommendation from the Company, Smart Contract Supporter nor any placement agent associated with the Company, 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 CFND 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 Company'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 CFND 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, the 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 the Company, and (D) I will make available such information and any additional information that the Company 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 the Company no longer reasonably believes that it has satisfactory evidence as to their truth, notwithstanding any other agreement to the contrary, the Company 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 CFND may immediately be involuntarily redeemed by the Company, and the Company may also be required to report such action and to disclose my identity to OFAC or other authority. In the event that the Company is required to take any of the foregoing actions, I understand and agree that it shall have no claim against the Company 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 the Company, subject to the Company's provisional acceptance, to acquire for as many of the CFND 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

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

(1) “U.S. Person” means:

- i. any natural person resident in the United States;
- ii. any partnership or corporation organized or incorporated under the laws of the United States;
- iii. any estate of which any executor or administrator is a U.S. Person;
- iv. any trust of which any trustee is a U.S. Person;
- v. any agency or branch of a non-U.S. entity located in the United States;
- vi. 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;
- vii. 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
- viii. any partnership or corporation if:
  - A. organized or incorporated under the laws of any non-U.S. jurisdiction; and
  - B. 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:

- i. 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
- ii. 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:

- i. the agency or branch operates for valid business reasons; and
- ii. 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.