

## TERMS AND CONDITIONS OF D'COIN TOKEN INITIAL COIN OFFERING (ICO) AND TOKEN ACQUISITION

**PLEASE READ THESE TERMS AND CONDITIONS OF D'COIN TOKEN ICO ("TERMS") CAREFULLY. NOTE THAT THE TERMS CONTAIN BINDING CLAUSES WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE D'COIN TOKENS.**

- A.** This document includes binding terms and conditions of the transaction between you ("Purchaser", "User", "trader" "you") and, as the case may be, (1) D'Fintec Global Pte. Ltd. a company incorporated in Singapore, having its registered address at: No.1 North Bridge Road #07-09 High Street Centre, Singapore 179094 ( company number 2002200944K,) or (2) D&D Group, a company organized and existing under the laws of Cambodia, the Outsourced OPCO company, and shall be referred to as the "Companies" and each of them separately the "Company", and also may be referred to as "we" or "us"). Each of you and the Company are a "Party", and together the "Parties." You accept these Terms when you purchase D'COIN tokens ("D'COIN Token", "Tokens").

D'COIN Tokens are digital products (digital goods, digital commodities), developed by the Company as a variety of digital tokens, specified by standard Ethereum ERC20 Token Standard (ERC20). The existence of these goods maintained by smart contract developed by the Company and Ethereum blockchain developed by third parties

The Purchaser states that he knows all the aspects of such goods. The D'COIN Tokens can be issued by the Company once during token sale period and within the limits stipulated by token sale. D'COIN Tokens issuance is technically impossible DCO token sale neither for the Company nor for any other persons including the developers of Ethereum.

D'COIN Tokens functions are determined by standard ERC20 and possibilities included into smart contract D'COIN Tokens of the Company – this is, for example, receiving and storing, termination ("burning"), transfer to the other user of Ethereum and other crypt Tokens/Coins. Some of those mentioned above of others sphere of application of D'COIN Tokens may appear in course of time – upon an initiative of the Company or without the participation and intention of the Company in accordance with blockchain technology. Since the moment of receiving of D'COIN Tokens by the Purchaser into its ownership for the aim of individual usage, the Company loses the possibility as well as instruments of full influence on D'COIN Tokens – since that moment D'COIN Tokens are considered to be Purchaser's property, and the deal on the creative and transfer of such property form the Company to the Purchaser is considered to have been paid and legally closed.

D'COIN Tokens are proposed for utilitarian usage and are integral element of the DFG Platform- D'CRYPT ("Platform"). D'COIN Token is used as a fee currency of transmission and transcoding services to incentivize, decentralized and democratize the analytical computing required for selecting the 10 Best Crypto's to trade in the 10 best exchanges through our Platform D'Crypt. Usage of Platform, including, but not limited to usage of D'COIN Tokens in Platform may be guided by separate agreements with Platform users.

- B.** The D'Crypt Platform will be launched in 2018. So, D'COIN Tokens product is type of permanent tickets (certificates, coupons) for making of specified transactions on D'Crypt Platform in the future. The token sale is the form of pre-order for usage on D'Crypt Platform and also to trade on listed public Crypto Exchanges as per the Road map. Blockchain was determined as database for keeping of data about release of good, its movement and redemption due to the fact of its reliability (permanence guaranteed by decentralizing) and popularity. Purchase of D'COIN Tokens is subject to these Terms.

By purchasing D'COIN Tokens from us, you will be bound by these Terms and all terms incorporated by reference. YOU AND THE COMPANY AGREE AS FOLLOWS:

1. Purchase of D'COIN Tokens. Subject to the Terms, the Company agrees to sell to you and you agree to purchase from Company a specific number of D'COIN Tokens at the price listed on [www.dcoinico.io](http://www.dcoinico.io) or [www.dcointoken.io](http://www.dcointoken.io) live ("Site") depending on the time of purchase.
2. Scope of Terms. Unless otherwise stated herein, these Terms govern the D'COIN Tokens Initial Coin Offering (ICO) process including purchase of D'COIN Tokens from the Company during pre-sale period (pre-ICO) from 15.04.2018 to 30.04.2018 of Pre-ICO sale period (Pre-ICO) and from 01-05-2018 to 14-06-2018 (jointly "ICO Period") or until a hard cap as provided in White Paper is reached, whichever is sooner ("Hard Cap"). Any payment received by the Company after the end of the Sale Period will be accepted as if it was originated during the Sale Period. Company may request to provide evidence of payment from Purchaser with proper KYC. The Company has the right to enter into agreement with any of Purchasers on special conditions (including commercial conditions) which may be different from those stipulated by these Terms.
3. Purchase Procedure. Purchase procedure for D'COIN Tokens including registration, payment and distribution, is described in detail on the Site.
4. Terms and Conditions of D'COIN Token. Also, the D'COIN Token terms and conditions are as set forth in the White Paper (since it is custom for blockchain community in respect of sale of goods which are similar to D'COIN Tokens) located at Site, which terms are incorporated herein by reference.
5. Cancellation; Refusal of Purchase Requests. The purchase of D'COIN Tokens from the Company is final upon the distribution of D'COIN Tokens and there will be no refunds or cancellations except as specifically provided in these Terms. The Company reserves the right to cancel any D'COIN Token purchase or refuse any purchase requests at Company's sole discretion for any reason. In such case, Company will issue a refund in the same form of payments as was made by you and to the same wallet address, bank account, or a third-party payment processor where your funds were transferred from. We may deduct the transaction cost and the same day exchange loss from the refund amount, if any.
6. Acknowledgment and Assumption of Risks. You acknowledge and agree that by purchasing, owning, and using D'COIN Tokens, you expressly acknowledge and assume the following risks:
  - (a) Risk of Losing Access to D'COIN Tokens Due to Loss of Private Key(s), Custodial Error, or Your Error. A private key, or a combination of private keys, is necessary to control and dispose of D'COIN Tokens stored in your digital wallet or vault. Accordingly, loss of the requisite private key(s) associated with your digital wallet or vault storing D'COIN Tokens will result in loss of such D'COIN Tokens.

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 D'COIN Tokens.

Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store D'COIN Tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your D'COIN Tokens.

Additionally, your failure to precisely follow the procedures set forth for buying and receiving D'COIN Tokens, including, for instance, if you provide an incorrect personal wallet address, or provides an address that is not ERC-20 compatible, may result in the loss of your D'COIN Tokens.

- (b) Risks Associated with the Ethereum Protocol. Because the D'COIN Tokens are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on D'COIN Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the D'COIN Tokens, including the utility of the D'COIN Tokens, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.
- (c) Risk of Mining Attacks. As with other decentralized cryptographic tokens based on the Ethereum protocol, the D'COIN Tokens are susceptible to attacks by miners in the course of validating D'COIN Token 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 D'COIN Tokens, including, but not limited to, accurate execution and recording of transactions involving D'COIN Tokens.
- (d) Risk of Hacking and Security Weaknesses. Hackers or other malicious groups or organizations may attempt to interfere with the Site or the D'COIN Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing.
- (e) Risks Associated with Markets for D'COIN Tokens. If secondary trading of D'COIN 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 D'COIN Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.
- (f) Risk of Uninsured Losses. Unlike bank accounts or accounts at some other institutions, D'COIN Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss of D'COIN Token or loss of utility value, there is no public insurer or private insurance arranged by the initiator to offer recourse to you.
- (g) Risks Associated with Uncertain Regulations and Enforcement Actions. The regulatory status of the D'COIN Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulations with respect to such technology and its applications, including D'COIN Tokens.
- It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law or regulations affecting distributed ledger technology and its applications.
- Regulatory actions could negatively impact D'COIN Tokens in various ways, including, for purposes of illustration, through a determination that the purchase, sale and delivery of the D'COIN Tokens constitutes unlawful activity or that the D'COIN Tokens 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.
- (h) Risks Arising from Taxation. Tax treatment and characterization of D'COIN Tokens is uncertain. You must seek your own tax advice in connection with purchasing D'COIN Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes, indirect taxes and tax reporting requirements.

- (i) Risks Arising from Lack of Governance Rights. Because D'COIN Tokens confer no governance rights of any kind with respect to the Company and the owner of the Platform, all decisions involving the Platform or the Company itself will be made by the Company and the owner of the Platform at their sole discretion, including but not limited to, decisions to discontinue the Platform, to create and sell more D'COIN Tokens for use in the Platform, or to sell or liquidate the Company. These decisions could adversely affect the Platform and the utility of any D'COIN Tokens you own.
- (j) Risks Associated with Lack of Information. Purchasers may not be able to obtain all information it would want regarding the Company, the D'COIN Tokens, the Platform, or the D'COIN Token ICO on a timely basis or at all. It is possible that Purchasers may not be aware on a timely basis of material adverse changes that have occurred. While the Company has made efforts to use open-source development for the D'COIN Tokens, this information may be highly technical by nature. As a result of these difficulties, as well as other uncertainties, Purchasers may not have accurate or accessible information about the Platform.
- (k) Risks Associated with Transfer Restrictions. The D'COIN Tokens have not been registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), the securities laws of any state or the securities laws of any other jurisdiction and therefore cannot be offered, sold, pledged or otherwise transferred, except as described in the section entitled "Transfer Restrictions" in these Terms.

These restrictions may adversely impact your ability to resell the D'COIN Tokens or the price at which you may be able to resell them, if at all. D'COIN Tokens are not redeemable at the option of the holder and holders of D'COIN Tokens will not have the right to withdraw their capital.

It is not contemplated that the D'COIN Tokens will ever be registered. Each Purchaser must represent that it will only sell or transfer its D'COIN Tokens in accordance with the restrictions set forth under "Transfer Restrictions" in these Terms and in a manner permitted by applicable laws and regulations. Consequently, Purchasers must be prepared to bear the risk of an investment in D'COIN Tokens for an extended period of time.

- (l) Unanticipated Risks. Cryptographic tokens such as D'COIN Tokens are a new and untested technology. In addition to the risks included above, there are other risks associated with your purchase, possession, and use of the D'COIN Tokens, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed above.

NONE OF THE INFORMATION PRESENTED ABOVE IS INTENDED TO FORM A BASIS FOR ANY INVESTMENT DECISION, AND NO SPECIFIC RECOMMENDATIONS ARE INTENDED. THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY DIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER ARISING DIRECTLY OR INDIRECTLY FROM: (I) RELIANCE ON ANY INFORMATION CONTAINED IN THESE TERMS, (II) ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION, OR (III) ANY ACTION RESULTING FROM SUCH INFORMATION.

- 7. Representations and Warranties. In connection with the purchase of the D'COIN Tokens, you represent to Company the following:
  - (a) You are aware of the terms and conditions of the D'COIN Tokens and have acquired sufficient information about the D'COIN Tokens to reach an informed and knowledgeable decision to acquire the D'COIN Tokens.

- (b) You have sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand the terms of these Terms and to appreciate the risks and implications of purchasing the D'COIN Tokens.
- (c) You understand that the D'COIN Tokens confer the rights described in these Terms and White Paper, and confer no other rights of any form with respect to the Company, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other or legal rights.
- (d) You shall not purchase D'COIN Tokens for any uses or purposes other than to use D'COIN Tokens as provided in the White Paper and these Terms, including, but not limited to, any investment, speculative or other purposes.
- (e) you understand that the d'coin tokens are not digital currency, security, commodity or any other kind of instrument and have not been registered under the securities law of Singapore, the securities act and securities laws of any state of the united states or the securities laws of any other country, including the securities laws of any jurisdiction in which purchaser is resident.
- (f)
  - i. You have satisfied yourself as to the full observance of the laws of your jurisdiction in connection with any invitation to purchase the D'COIN Tokens or any use of these Terms, including the legal requirements within its jurisdiction for the purchase of the D'COIN Tokens,
  - ii. any foreign exchange restrictions applicable to such purchase; and
  - iii. any governmental or other consents that may need to be obtained.
- (g) Your purchase, payment for, and continued beneficial ownership of the D'COIN Tokens will not violate any applicable laws of your jurisdiction.
- (h) You shall comply with any applicable tax obligations in all relevant jurisdiction arising from the purchase of D'COIN Tokens.
- (i) You understand these Terms and Conditions as well as White Paper, can be translated into several languages, but only the information placed in English shall bound the Parties of this Terms. Versions of websites and documents translated into other languages are for informational purposes only.
- (j) You understand that you shall be guided by that version of White Paper which is put on Site at the moments of D'COIN Tokens purchase or later.
- (k) If you are purchasing Tokens on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly).
- (l) You understand that the Company cannot comply with the requirements of all the jurisdictions worldwide while doing business. If any provisions of this document break or to transgress or to violate the law to which Purchaser is subjected to, then Purchaser's jurisdiction law shall prevail. The Purchaser entering into relationship with the Company shall be obliged under the law of its jurisdiction.

## 8. Indemnification

- (a) To the fullest extent permitted by applicable law, you shall indemnify, defend and hold harmless Company and Company's 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 (“Company Parties”) from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys’ fees) that arise from or relate to:

- i. purchase or use of D’COIN Tokens,
  - ii. your responsibilities or obligations under these Terms,
  - iii. your breach of these Terms, or
  - iv. your violation of any rights of any other person or entity, and
  - v. your violation of any laws.
  - vi. Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section
- (b) This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

9. Disclaimers.

- (a) to the fullest extent permitted by applicable law and except as otherwise specified in writing by company, (a) the d’coin tokens are sold on an “as is” and “as available” basis without warranties of any kind, and we expressly disclaim all implied warranties as to the d’coin tokens, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement;
- (b) company does not represent or warrant that the d’coin tokens are reliable, current or error-free, meet purchaser’s requirements, or that defects in the d’coin tokens will be corrected; and
- (c) company cannot and does not represent or warrant that the d’coin tokens or the delivery mechanism for d’coin tokens are free of viruses or other harmful components.
- (d) some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this section may not apply to you.

10. Limitation of liability.

- (a) to the fullest extent permitted by applicable law:
  - i. in no event will company or any of the company parties be liable for any indirect, special, incidental, consequential, or exemplary damages of any kind (including, but not limited to, where related to loss of revenue, income or profits, loss of use or data, or damages for business interruption) arising out of or in any way related to the sale or use of the d’coin tokens or otherwise related to these terms, regardless of the form of action, whether based in contract, tort (including, but not limited to, simple negligence, whether active, passive or imputed), or any other legal or equitable theory (even if the party has been advised of the possibility of such damages and regardless of whether such damages were foreseeable); and
  - ii. in no event will the aggregate liability of company and the company parties (jointly), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), or other theory, arising out of or relating to these terms or the use of or inability to use the d’coin tokens, exceed the amount you pay to the company for the d’coin tokens.

- (b) some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages accordingly, some of the limitations of this section may not apply to you.
11. Transfer Restrictions.
- (a) The issuance and sale of the D'COIN Tokens have not been registered under the Securities Act or any other applicable securities laws and, unless so registered, to the extent the D'COIN Tokens are deemed to be securities, the D'COIN Tokens may not be offered, sold, pledged or otherwise transferred, including without limitation, within the United States or to or for the account of any U.S. Person, as defined in the Securities Act ("U.S. Person"), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and any other applicable securities laws.
  - (b) Each Purchaser will be deemed to represent, warrant, and agree as follows:
    - i. I am fully in compliance with these Terms.
    - ii. I am acquiring the D'COIN Tokens solely for my own account and not as nominee or custodian for another person or entity.
    - iii. I am not:
      - A. a U.S. Person;
      - B. acquiring D'COIN Tokens as nominee or custodian for another person or entity;
      - C. executing the application for purchasing D'COIN Tokens within the United States; or
      - D. acting on behalf of a trust which has any beneficiaries or trustees that are U.S. Persons
    - iv. I did not acquire and will not transfer any D'COIN Tokens within the United States of America, its territories or possessions (jointly "United States").
    - v. I did not engage (except as specifically authorized by the Company) and will not engage in any activity relating to the sale of D'COIN Tokens in the United States.
    - vi. the acquisition of D'COIN Tokens under these Terms and further use or transfer of D'COIN Tokens do not violate the laws of my jurisdiction.
12. Release. To the fullest extent permitted by applicable law, you release Company and the Company Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between you and the acts or omissions of third parties. You expressly waive any rights you may have under statute or common law principles that would otherwise limit the coverage of this release to include D'Coin those claims, which you may know or suspect to exist in your favour at the time of agreeing to this release.
13. Governing Law. The validity, interpretation, construction and performance of these Terms, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Republic of Singapore, without giving effect to its principles of conflicts of law.
14. Dispute Resolution; Arbitration. PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE ALL DISPUTES WITH THE COMPANY TO THE EXTENT THIS IS POSSIBLE AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM COMPANY ACCORDINGLY.
- (a) The law of the Republic of Singapore shall apply to these Terms.

- (b) All disputes arising from these Terms will be settled by negotiations between the parties. If the disputes resulting from these Terms could not be settled by such negotiations within a reasonable timeframe, the parties shall refer such dispute to arbitration and the parties hereby submit to its jurisdiction and the jurisdiction of the Courts of Singapore.
- (c) Arbitration Procedure: If allowed under the applicable law, any and all Dispute shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") and in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator(s). The language of the arbitration shall be English.

15. Miscellaneous.

- (a) Entire Agreement. These Terms set forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.
- (b) Amendments. These Terms may be modified by Company at any time for any reason by placing modified Terms on the Site. We will provide notice of any amendment to these Terms by posting any revised terms to the Site or by any other method we deem appropriate. We are not obligated to provide notice in any other method beyond these. Any change to these Terms will be effective immediately upon such notice and apply to any ongoing or subsequent purchases of D'COIN Tokens.
- (c) Binding Agreement. These Terms provide the legally binding terms and conditions for the sale and purchase of the D'COIN Tokens. By purchasing the D'COIN Tokens, you acknowledge its understanding and acceptance. You are bound by the Terms in existence at the time of your purchase of D'COIN Tokens. If you are making a purchase on behalf of the legal entity, you understand and accept these Terms on behalf of that entity (to which refers to "you" shall also apply) and warrant that you are duly authorized to act on behalf of that legal entity.
- (d) Successors and Assigns. Except as otherwise provided in these Terms, these Terms and the rights and obligations of the parties hereunder will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. Company may assign any of its rights and obligations under these Terms. No other party to these Terms may assign, whether voluntarily or by operation of law, any of its rights and obligations under these Terms, except with the prior written consent of the Company.
- (e) Severability. In the event any provision of these Terms is found to be invalid, illegal, or unenforceable the remaining provisions of these Terms shall nevertheless be binding upon Company and you with the same effect as though the void and unenforceable part had been severed and deleted.
- (f) Headings. The article headings of these Terms are included for the convenience of D'Coin and shall not affect the construction or interpretation of these Terms.
- (g) Acceptance. You expressly agree with and accept these Terms and all terms incorporated herein by reference by proceeding with the purchase of D'COIN Tokens.
- (h) Termination. Company may terminate this Agreement with any one of you, i.e. to refuse the further service

# TERMS AND CONDITIONS OF TOKEN ACQUISITION

## PREAMBLE: TO BE READ AS ONE DOCUMENT

1. These Token Acquisition Terms and Conditions (hereinafter: “Terms”) have been prepared by D’FINTECH® Global PTE Ltd. solely for use by prospective purchasers to whom D’FINTECH GLOBAL PTE Ltd. is offering (the “Offering”) the opportunity to purchase the right to acquire in the future, pursuant to an Agreement for Future Tokens (hereinafter: “DCO”), digital utility tokens to be used in an independent marketplace having a smart contract depository, which records all trading and non-trading transactions in blockchain, (hereinafter: “D’CRYPT® System”), the D’Crypt System to be developed, produced, and offered by D’Fintech Incorporated (hereinafter: “D’COIN® tokens”). Unless the context requires otherwise, in this Terms the terms “D’FINTECH ,” “we,” “us” and “our” refer to Singapore Incorporated, Singaporean corporation, and its subsidiaries, and all dollar (\$) amounts set forth herein refer to United States dollars.
2. The offering period will expire on the earlier to occur of:
  - i. the date on which the maximum sale amount has been paid for and accepted by, and a final sale closing is conducted, or
  - ii. June 15<sup>th</sup>, 2018, unless extended by up to twenty (20) days in the discretion of D’FINTECH.
3. This Offering has not been registered or qualified under the securities laws of any jurisdiction anywhere in the world. It is being offered and sold only in jurisdictions where such registration or qualification is not required, including pursuant to applicable exemptions that generally limit the purchasers who are eligible to purchase an DCO and that restrict its resale. To the best knowledge of D’FINTECH , this Offering presumes a simple sale of future digital assets called D’Coin tokens, whereby D’FINTECH becomes bound to the Purchasers thereof solely to the extent of being obliged to provide the product and/or a service called D’Crypt, D’Crypt System in a reasonably foreseeable future. Purchasing a D’Coin token involves a high degree of risk, see “Risk Factors” starting on page 19, as the product and/or service is not available at the time of sale of the D’Coin tokens. This Offering may be governed by consumer protection laws in jurisdictions where such regulation is applicable.
4. These Terms do not constitute an offer to sell, or a solicitation of an offer to buy, an DCO or D’Coin token in any jurisdiction in which it is unlawful to make such an offer or solicitation. Neither the U.S. Securities and Exchange Commission nor any other federal, state or foreign regulatory authority has approved the purchase of the DCO or the D’Coin tokens. Furthermore, no such authority has confirmed the accuracy or determined the adequacy of this Terms. Any representation to the contrary is a criminal offense.
5. Each recipient hereof acknowledges and agrees:
  - i. that the information herein constitutes proprietary and confidential information of D’FINTECH ,
  - ii. to maintain the same in strict confidence, and
  - iii. to use the same only for the purpose of considering whether to purchase the right to acquire D’Coin tokens.
6. This Terms may not be reproduced or distributed, in whole or in part, or the contents disclosed, by the recipient to any other person, without the prior written consent of D’FINTECH. The existence and nature of all conversations regarding D’FINTECH and this Offering must also be kept confidential. This Terms may contain a summary of the DCO, the D’FINTECH tokens and certain other documents referred to herein.

However, these summaries do not purport to be complete and are subject to and qualified in their entirety by reference to the actual text of the relevant document, copies of which will be provided to purchasers upon request. Each prospective purchaser should review these documents for complete information. D'FINTECH reserves the right to modify the terms of the offering, the DCO and the D'Coin tokens described in this Terms, and the DCO are offered subject to D'FINTECH ability to reject any commitment in whole or in part.

Prior to purchasing D'Coin tokens via DCO, a prospective purchaser is required to consult with its own legal, tax, accounting, and other advisors regarding the applicable limitations on purchasers who are eligible to purchase it and that restrict its resale or other transfer; the income and other tax consequences of acquiring, holding and disposing of D'Coin tokens; and the other potential consequences of acquiring D'Coin token.

Purchasers are required to carefully consider whether purchasing a D'Coin token is suitable to their business situation and goals. No person has been authorized to make any statement concerning D'FINTECH or the sale of the D'Coin tokens discussed herein other than as set forth in this Terms, and any such statements, if made, must NOT be relied upon.

7. Purchasers are required to make their own investigations and evaluations of the DCO and the D'Coin tokens, including the merits and risks of a purchasing thereof. Prior to any purchase, purchasers have the opportunity to ask questions of and receive answers and additional information from D'FINTECH concerning the terms and conditions of this Offering and other relevant matters.
8. DCO purchase amounts may be denominated in U.S. dollars (\$) or digital assets, such as Ether, and purchasers may purchase D'Coin tokens for any currency such as U.S. dollars or may exchange Ether cryptocurrency or any other digital asset for D'Coin tokens pursuant to the DCO.
9. Currencies and/or moneys are subject to fluctuation in the rate of exchange and, in the case of digital assets, the exchange valuations. Such fluctuations may have an adverse effect on the price or value of an DCO or a D'Coin token if a purchaser decides to resell a D'Coin token at any point in the future. To prevent any speculation of D'COIN tokens, token purchasers agree to use the D'COIN tokens solely on the D'CRYPT System.

D'COIN understands that it cannot control the decision of how D'COIN token holders will use their D'COIN tokens once tokens are purchased and the holders come to possess the D'COIN tokens, as it will be their property, however, at least until the D'COIN tokens have vested and deposited on the token holder's digital wallet, the Use Restriction as described in DCO applies, at most the Use Restriction applies until D'COIN lifts the Use Restriction and advises token holders thereof as described in DCO.

It is understood that the purpose of the Use Restriction is at least for ensuring that the Offering to purchase D'COIN tokens is not confused with being anything else than a sale of digital assets, i.e. a sale of goods, and that no other interest of purchasing the D'COIN tokens exists than that of using the D'COIN tokens on the D'FINTECH System solely for the purposes, which are limited by the services offered on the D'CRYPT System.

#### CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

10. Certain statements in this Terms constitute "forward-looking information" under applicable laws. Except for statements of historical fact, information contained herein constitutes forward-looking statements, including:
  - i. the completion of, and the use of proceeds from, the sale of the DCO;
  - ii. the expected development of D'FINTECH business, projects, and/or joint ventures;
  - iii. the projected performance of D'FINTECH ;

- iv. the execution of D'FINTECH vision and strategy, including with respect to future global launch of the D'CRYPT System;
  - v. the sources and availability of third-party financing for D'FINTECH 's projects;
  - vi. the completion of D'FINTECH 's projects that are currently underway, in development or otherwise under consideration;
  - vii. D'FINTECH 's ability to launch a functional platform, which includes the related creation and issuance of D'COIN tokens and the associated economic value thereof;
  - viii. renewal of D'FINTECH 's current customer, supplier, and other material agreements; and
  - ix. the future liquidity, working capital, and capital requirements.
11. Forward looking statements can also be identified by words such as "can," "expected," "will" and other identifiers of non-historical events. Forward-looking statements are provided to allow potential purchasers of the DCO the opportunity to understand management's beliefs and opinions in respect of the future.
  12. D'FINTECH is a startup company with a product in development, and a purchase in DCO is inherently risky, to the best knowledge of D'FINTECH does not constitute investment and/or any known and accepted instrument, and is acquired solely for use on the D'FINTECH System and constitutes an acquisition of a digital good that will be created in the future. Any reference to DCO in terms that may be interpreted as an investment and/or any known and/or accepted instrument, such as a security for example, is inherently false and must be viewed as untruth and as misleading.
  13. Forward looking statements are not guarantees of future performance, and undue reliance should not be placed on them. Such forward-looking statements necessarily involve known and unknown risks and uncertainties, which may cause actual performance on D'FINTECH obligations, market projections and startup results in future periods to differ materially from any projections of future performance or result expressed or implied by such forward looking statements. Although forward-looking statements contained herein are based upon what management believes may be reasonable assumptions, forward-looking statements may prove to be inaccurate, as actual results and future events could differ materially from those anticipated in such statements. D'FINTECH undertakes no obligation to update forward-looking statements if circumstances or management's estimates or opinions should change, except as required by applicable laws.

#### OVERVIEW OF D'CRYPT

14. D'CRYPT is an independent analytical trading platform with a smart contract depository, which records all trading and non-trading transactions in blockchain. D'CRYPT System is designed to become a standardized system for analyzing Coins and exchanges to invest in and to eliminate the possibility of misuse of client funds. Blockchain technology provides a certain level of transparency to a chain of transactions and sometimes may provide certain level of pseudo anonymity to members of a network.
15. The D'CRYPT System will be able to record all trading and non-trading operations and/or transactions between individual Seller and buyers / traders that have been processed through its network. Analyzing such historical data and links between operations and/or transactions may reduce the possibility of retroactive counterfeiting in operations and/or transactions, and may provide a reliable tool to engage between individual traders
16. D'CRYPT has been working on analyzing all trends of the coins and Exchanges and recording all transactions and operations on traditional trading platforms, i.e. non-cryptocurrency trading platforms, for several years. D'CRYPT System approach to, transaction monitoring and insuring risky operations has been developed based on understanding of the nature of issues surrounding crypto-currency trading.

Particularly, at the date of the Offering, classical securities regulation does not apply to crypto-currency trading, thus at least some operations and/or transactions need to be monitored to protect the interests of traders and companies involved therein.

As an important number of brokerage companies is not regulated, this creates a risk of being able to manipulate trader's funds to trader's detriment without remedies available to such trader.

D'CRYPT System aims to resolve this lack of regulation by creating a blockchain powered network that will work as follows:

- i. A prospective trader registers on the D'CRYPT System and chooses any of the coins and exchanges that have been previously selected and approved by D'CRYPT ;
  - ii. The trader creates an account with D'crypt and selects D'CRYPT as a funds deposit system and uses D'Coins to trade in.
  - iii. D'CRYPT then generates a single Ethereum smart contract or a series thereof for the trader, by either recording the transaction or recording and insuring the transaction or recoding and putting the transaction amount in D'CRYPT System escrow platform. The smart contract code is published through Etherscan.
  - iv. Each smart contract is coded such that the transfer of funds to the client, requires approval from at least two smart contact signatories, which may be either be D'CRYPT, or the trader. Therefore, if there's no dispute between the traders, they can withdraw the funds on their own without the signature of D'CRYPT, however, if a dispute arises, no withdrawals are possible until the dispute is settled by at least two signatories.
  - v. Once a withdrawal is authorized, the trader's account receives same amount of funds as coded within the smart contract.
17. Within D'CRYPT System, the forecast of the 1000+ Coins and 45+ exchanges approximately will be analyzed in three category , In the First category D'CRYPT gives a forecast of a choice of 10 best Coins with 10 best Exchanges that it can trade in may transfer the funds from an wallet or exchange. Thus, the traders are required to install the D'CRYPT System plugin to the server-side and the client-side portions of any trading platform connected to D'CRYPT System. The plugin transmits the data on all the trader's trading orders and their processing by the traders to D'CRYPT System in real time. All the trading data is registered in a distributed database that has copies, which are simultaneously accessible by the traders and D'CRYPT. Every hour a cryptographic signature of the data from D'CRYPT's server is recorded in Ethereum blockchain via another smart contract. If the trader A files a claim against Trader B for a trade, and the cryptographic signature does not match the database, the dispute is resolved in favor of the Trader A. Category A services are Paid services and can be paid in any Crypto currencies but only to use to buy D'Coins while paying for services of using D'Crypt.
18. IN the second category D'CRYT also will gives a forecast of the best 5 Coins and 5 best exchanges that it can trade in , if a client receives a profit, D'CRYPT transfers the earned funds onto the smart contract. This provides a possibility of withdrawal of trader's funds, including the profit. Category B services are Paid services and can be paid in any Crypto currencies but only to use to buy D'Coins while paying for services of using D'Crypt.
19. For the third category traders gets a forecast of the best 3 Coins and best 3 exchanges that it can trade in, all of the above the amount of funds in the smart contract remains unchanged until the trader submits a withdrawal request. This provides a possibility of withdrawal of the trader's initial deposit. All Category services are Paid services and can be paid in any Crypto currencies but only to use to buy D'Coins while paying for services of using D'Crypt.

20. Additionally, if a trader has claims against any other trader regarding any trade, the trader can appeal to D'CRYPT. At initial revision of the claim, the trades in question are automatically analyzed with D'crypt system. If the trader and/or the client do not come to an agreement with the results, either of them may appeal to D'FINTECH's risk committee that will be instituted to analyze that trade. The Risk Committee is paid service that may be paid for solely via the D'COIN tokens. Commission experts will receive all data connected to the trade's execution, request additional documents from the trader and/or individual if necessary, and announce their decision. This ruling cannot be appealed.
21. The dispute resolution service may only be paid for by D'COIN tokens.
22. D'FINTECH/D'crypt is not a hedge-fund. D'FINTECH/D'crypt does not access its trader's funds. Trader's funds are not transferred to any account belonging and/or controlled by D'FINTECH, unless an escrow service is selected by the trader. The fact of using or not using the D'Crypt System with any Trader and/or Individual buyer and seller for any coins on any exchange does not jeopardize and/or affect in anyway trader's ownership and/or control of their funds.

#### D'FINTECH TOKENS-D'Coins

23. D'COIN tokens are designed to be used solely to acquire access to the D'CRYPT System. No assurances can be given to any D'COIN token economics that may come to existence be outside of the D'CRYPT System. The detailed D'COIN token economics may be developed over the next several months to make sure there is a necessary balance between supply and demand for D'COIN tokens with the sole goal of providing most desirous individuals from the public with the possibility of acquiring access to the D'CRYPT System dispute resolution service, transaction and/or operations recording service and/or trading service. The D'COIN tokens are issued solely to provide a payment tool within the D'CRYPT System, such an in-system currency. No assurances can be given that D'FINTECH will be successful in achieving a balance between supply and demand for D'COIN tokens.
24. Future holders of the D'COIN tokens will initially have access to the D'CRYPT System products, which will have the following paid services,
  - i. forecast of the 10 best coins and exchanges
  - ii. Forecast of the 5 best exchanges and Coins
  - iii. forecast of the 3 best tokens and exchanges, as well as monitor and arbitrage for a fee the following:
    - (a) dispute resolution service,
    - (b) transaction and/or operations monitoring service,
    - (c) and trade and/or escrow service.

Each of those services will be paid for by the D'Coin tokens and a trader that registered within the D'crypt System will not be able to use any of the D'Crypt System services for any other currency than D'Coin tokens. At least on a yearly basis, D'FINTECH management reserves the right to modify the cost of accessing the D'Crypt services via the D'Coin tokens.

25. To maintain access to the D'CRYPT System services, it may be possible acquire additional D'COIN tokens directly from D'FINTECH or from other token holders. It may be possible to exchange D'COIN tokens with potential interested parties who may express a desire in acquiring thereof for any currency or any digital asset such as Ether on both publicly and privately held digital asset exchange platforms. D'FINTECH takes

no responsibility, makes no warranties or representations as to the authenticity of D'COIN tokens acquired from other parties other than D'FINTECH.

26. D'Coin token is a utility token based on Ethereum ERC20 standard. Keys to D'Coin tokens may be stored in digital wallets on the D'Crypt System, as well as in any Ethereum client. Please check opinion attached by Legal lawyers in Singapore

#### INITIAL LAUNCH OF D'FINTECH TOKENS AND THE D'CRYPT SYSTEM

27. At the time of the D'COIN tokens launch the D'COIN token are distributed to a crowd of persons and D'FINTECH's goal is for the D'CRYPT System to have the following functionality (the "Minimum Viable Product"): D'CRYPT System the version 1 release. The version 1 will have a custom developed blockchain capable of recording trader's trading transactions with any connected Coins and exchange's on the D'Crypt system.
28. There may be and Introductory series, or Pre ICO and ICO series of DCO that regulate the Offering of the totality of D'Coin tokens. Tokens may be acquired during times of Offering known as Rounds of Offering, particularly, each of the Rounds is regulated as follows:
- i. during the Round One of the Token Offering, Tokens may be acquired solely pursuant USD 1- DCO;
    - (a) an exchange of digital asset of D'Coin token (DCO) to ETH/BTC/FIAT and will be held on Dec 14<sup>th</sup>, 2017 as an introductory launch.
    - (b) It is a closed Offering to a limited number of individuals who have been personally invited to participate therein.
  - ii. during the Round Two of the PRE-ICO Token Offering, Tokens may be acquired solely pursuant to the PRE-ICO;
    - (a) an open crowd Offering to individuals who have been invited to participate therein, which will raise the soft cap of the Pre ICO timelines.
  - iii. during the Round Three of the ICO Tokens Offering, Tokens may be acquired solely pursuant to;
    - (a) an open crowd Offering to individuals and Corporates and others who have been invited to participate therein for the ICO period.

D'FINTECH may at any time and without notice increase or decrease the number of Rounds of Offering of D'COIN tokens. Any of the Rounds of Offering may be a crowd Offering and each and every DCO should be read carefully at each and every Round of Offering. Every DCO is published on an individually assigned page or pages of the website <https://www.dcoinico.io>, where the individually assigned page or pages pertain to a specific Round of Offering and a specific DCO series. Anyone accepting to exchange D'COIN tokens at a crowd offering, the Offering being either closed or open, is not permitted to do so solely after: reading, understanding and accepting the respective DCO series applicable to that specific Round of Offering; and reading, understanding and accepting the present Token Acquisition Terms and Conditions and only after the ICO closes.

#### TERMS OF SALE

29. The summary below describes the principal terms of the DCO and the rights to purchase D'Coin tokens contained therein. Certain of the terms and conditions described below are subject to important limitations and exceptions. Prospective purchasers should review the entirety of form of DCO, available from D'FINTECH. The summary below is qualified in its entirety by reference to the actual text of the form of DCO. Capitalized terms not defined herein will have the meaning ascribed to such term in the DCO.

30. D'FINTECH Incorporated provides purchasers with an opportunity acquire a right to hold future D'Coin tokens pursuant to an DCO agreed to by D'FINTECH and a purchaser.
31. Each Purchaser:
  - i. if in the United States, or a U.S. Person (as defined in Regulations under U.S. Securities Act of 1933, as amended (the "Securities Act")), must verify if the requirement of being an accredited investor (as defined in Regulation D under the Securities Act) is applicable thereto in view of the DCO and must be eligible to purchase DCO and D'Coin tokens under applicable law, otherwise abstain from participating in current Offering, or
  - ii. if outside of the United States, must be a non-U.S. Person who is not purchasing for the account or benefit of a U.S. Person (as defined under Regulation S under the Securities Act) and who is eligible to purchase DCO and D'Coin tokens under the applicable laws of the Purchaser's jurisdiction, and must verify if the requirement of being an accredited investor in its jurisdiction is applicable thereto in view of the DCO, otherwise abstain from participating in current Offering.
32. Purchase Price:
  - I. For In the Round One, D'Coin token will be exchanged at USD 1 equivalent of ETH/BTC/FIAT
  - II. In the Round Two, of the Pre-ICO D'Coin token will be exchanged at USD 1 equivalent of ETH/BTC/FIAT for x 1 D'Coin token.
  - III. In the Round Three, D'Coin will be exchanged from USD1 equivalent of ETH/BTC/Fiat for 1 D'Coin token.
33. Legal moneys or Fiat currency are accepted as of payment for D'Coin tokens under these Terms.
34. Form of exchange for D'Coin token for digital assets: Ether or any other acceptable crypto-currency.
35. If the value of the purchase amount is in legal money, that final value of the D'FINTECH token will be calculated in Ether according to the applicable exchange rate for Ether at the time of D'Coin token acquisition.
36. A significant portion of the proceeds of the Offering will be used by D'FINTECH to achieve a minimally viable D'Crypt System, a decentralized computer analysis product employing the technology of blockchain for solving complex algorithms. The management reserves the right to any portion of the proceeds as it seems fit to achieve the goal of minimally viable D'Crypt System.
37. Termination: D'FINTECH obligations to purchasers following the DCO agreements will terminate upon the earlier of
  - i. the D'Crypt System launch or listing of D'Coin in any of the Public Exchanges;
  - ii. November 31st, 2019 is the D'Crypt System launch, if it has not occurred by such date, provided that, D'FINTECH will have the right to extend by 180 (one hundred eighty) days in its sole discretion; or
  - iii. the payment or setting aside of payment of amounts due to the creditors upon a Dissolution Event, which will include:
    - (a) a voluntary termination of operations of D'FINTECH ,
    - (b) a general assignment for the benefit of D'FINTECH 's creditors or
    - (c) any other liquidation, dissolution or winding up of D'FINTECH, whether voluntary or involuntary.
38. Refunds of D'FINTECH tokens Purchases
  - i. In case of termination without D'Crypt System launch, no assurances can be given that D'FINTECH will have funds to refund the D'Coin tokens to the purchasers. If, immediately prior to the

consummation of the Dissolution Event, the assets of D'FINTECH that remain legally available for distribution to the creditors, as determined in good faith by D'FINTECH management, are insufficient to permit the refunding of the D'Coin tokens to the purchasers in the amount of their respective purchase amounts, then the remaining assets of D'FINTECH legally available for distribution will be distributed with equal priority and pro rata among the purchasers in proportion to the refunding of the purchase amounts they would otherwise be entitled to receive.

- ii. Purchase and sale of the rights will be on the terms and conditions set forth in the DCO agreements, which are prepared by D'FINTECH, and which will contain certain representations, warranties and covenants of D'FINTECH and the purchasers and other provisions.

39. Total number of D'FINTECH tokens

- i. Total of 2,000,000 D'Coin tokens will be issued as per the tokenization and distribution and allocation.

### RISK FACTORS

40. There are numerous risks involved in the development, maintenance and operation of D'FINTECH-D'Crypt System, many of which are beyond the control of D'FINTECH. You are required to consider carefully the risks described herein, in addition to other information publically available regarding the risks generally associated with digital assets and blockchain technologies, before deciding to use, purchase or hold D'Crypt tokens.
41. D'Coin tokens are utility tokens however it may be considered securities in various jurisdictions. Digital tokens are being closely scrutinized by various regulatory bodies around the world, including by the United States Securities and Exchange Commission. There is a substantial risk that in numerous jurisdictions, including the United States, D'Coin tokens may be deemed to be a security. For example, applicable securities laws may limit the ability to hold more than certain amounts of D'Coin tokens, restrict the ability to transfer D'Coin tokens, require disclosure or other conditions on you in connection with any sale of D'Coin tokens, and may restrict the businesses that facilitate exchanges or effect transfers of your D'Coin tokens. Every user, purchaser, and holder of D'Coin token is required to make diligent inquiry into determine if the acquisition, possession and transfer of D'Coin tokens is legal in its jurisdiction and to comply with all applicable laws.
42. The legal ability to provide D'Coin tokens and D'CRYPT System in some jurisdictions may be eliminated by future regulation or legal actions. In response to such action, D'FINTECH may take actions that adversely impact you and the D'Coin tokens you hold, including:
  - i. ceasing operations or restricting access in certain jurisdictions,
  - ii. adjusting D'COIN tokens and the D'CRYPT System in a way to comply with applicable rules and regulations, or
  - iii. cease operations entirely.
43. This Offering may result in a requirement that D'FINTECH register its DCO or D'COIN tokens as securities under the Securities Exchange Act of 1934, as amended, depending on its level of assets, its number of holders, and whether the DCO and D'COIN tokens are considered equity securities.
44. Companies with total assets above \$10 million and more than 2,000 holders of record of its equity securities, or 500 holders of record of its equity securities who are not accredited investors, as the last day of their fiscal year must register that class of equity securities with the SEC under the Exchange Act of 1934, as amended (the "Exchange Act"). With the capital raised from the Offering, D'FINTECH may surpass \$10 million in assets as it builds the D'CRYPT System. Furthermore, there is the possibility that this Offering or future transactions in DCO or D'COIN tokens may result in more than 2,000 holders of record. While it is possible that the DCO may not be considered equity securities, there is no clear

guidance from the SEC on this issue. Furthermore, D'FINTECH believes that D'COIN tokens, when issued on conversion of the DCO, will be utility tokens and not securities (equity or otherwise), but there is no clear guidance from the SEC on this point. In addition, if the DCO is deemed by the SEC to be equity securities but D'COIN tokens are not, it may not be possible to expedite development of the D'CRYPT System such that conversion of the DCO into D'COIN tokens may occur by the last day of D'FINTECH's fiscal year or within three years from that date, due to the unpredictable nature of complex software development such as the D'CRYPT System. Any requirement that D'FINTECH register a class of equity securities with the SEC would require significant time and expense.

45. Blockchain technologies may be subject to unfavorable regulatory actions. Blockchain technologies have been the subject of intense scrutiny by various regulatory bodies around the world. The functioning of the Ethereum network, associated blockchain networks, and D'FINTECH tokens may be adversely impacted by regulatory actions, including restrictions or prohibitions on their use, purchase, or possession. For example, some U.S. jurisdictions regulate providers of prepaid access or money transmission services who create a medium of exchange or a method by which value is transferred from one person to another person or location.

The implications of triggering such requirements may include registration with a federal agency, FinCEN, and implementing an anti-money laundering/know-your-customer compliance program that meets federal standards, including transaction monitoring, designation of a compliance officer, employee training, and periodic auditing and testing.

At the state-level, there are various compliance obligations, including the need for a license, meeting minimum net worth requirements, bonding, biographical and approval of officers and directors, and other ongoing compliance, examination, and reporting obligations.

The application of these regulatory regimes to D'COIN tokens is unclear, but if D'FINTECH tokens implicate these requirements we will need to expend time and resources to comply with them or face adverse regulatory action. In addition, D'COIN tokens are expected to be based on the Ethereum blockchain, and D'FINTECH tokens are subject to risks related to regulatory inquiries or actions taken with regard to the Ethereum blockchain.

46. D'COIN tokens may be subject to malfunction or function in an unexpected or unintended manner. D'COIN tokens, and any network with which D'COIN tokens are interacting, may malfunction or function in an unexpected or unintended manner. This may be caused by the D'COIN token itself, the Ethereum protocol, other networks, or a number of other causes, some of which are unforeseeable. Any malfunction or unintended function could result in the complete loss of D'COIN tokens.
47. Loss of private keys may render D'COIN tokens worthless. If a private key is lost, destroyed or otherwise compromised and no backup of the private key is accessible, you will not be able to access the blockchain asset associated with the corresponding address, and D'FINTECH System will not be capable of restoring the private key. Any loss of private keys relating to digital wallets used to store blockchain assets could have an adverse effect on you, D'COIN tokens, and D'FINTECH. The Ethereum blockchain, which will be used for
48. D'COIN tokens are susceptible to mining attacks. The Ethereum blockchain, which will be used for D'COIN tokens, is susceptible to mining attacks, including double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks, as well as other new forms of attack that may be created.

Any successful attacks present a risk to D'COIN tokens, expected proper execution and sequencing of D'COIN tokens, and expected proper execution and sequencing of Ethereum contract computations in general. Mining attacks may also target other blockchain networks with which D'COIN tokens interact, which may consequently significantly impact D'COIN tokens. A lack of a central regulatory authority and structure and the global nature of digital assets and blockchain technologies limit legal remedies and

recourses. Because there is a lack of a central regulatory authority and structure and due to the global nature of digital assets and blockchain technologies, you may have no legal remedies or recourse against D'FINTECH, other users, holders, purchasers or sellers of D'COIN tokens, and any other person or entity that may interfere with D'FINTECH, D'COIN tokens, or your digital wallet.

49. The DCO may not be transferred. The terms of the DCO prohibit transfer of the DCO. As a result, you will be required to hold your DCO until the earlier of the D'CRYPT System launch and the delivery of all of the D'COIN tokens, or the termination of the DCO pursuant to the provisions set forth therein. Consequently, you must be prepared to bear the risk of purchasing a D'COIN token pursuant an DCO until the termination of the DCO pursuant to the terms set forth therein. If legal exchanges or permissible transfers develop, they may be exposed to fraud or other criminal schemes. In the event the DCO does not convert into D'COIN tokens or there is no D'CRYPT System launch, you may not receive meaningful value for your purchase.
50. The DCO provide that, if D'FINTECH faces a voluntary termination of operations, a general assignment for the benefit of its creditors, or any other liquidation, dissolution or winding up (a "Dissolution Event") before the DCO terminates, D'FINTECH will not refund the purchase amount to any purchaser.
51. In addition, the DCO includes an ultimate termination date of APRIL 31<sup>st</sup>, 2018 if the D'FINTECH System launch has not occurred as of such date, regardless of any conditions, D'FINTECH not would become obligated to refund to the purchasers their purchase amounts. D'FINTECH intends to use the proceeds of this Offering to develop the D'CRYPT System.
52. If there is a Dissolution Event or the D'CRYPT System does not launch prior to NOVEMBER 31<sup>st</sup> 2018 D'FINTECH would not expect to have cash on hand adequate to refund the purchase amounts, and the liquidation value of the D'CRYPT System may not be sufficient to cover any shortfall. Therefore, no purchaser will receive the purchase amount or any meaningful amount or value.
53. D'COIN Tokens may be valueless. It is possible that, upon the D'CRYPT System launch, D'CRYPT tokens will not be used by a large number of individuals, businesses, and other organizations and that there will be limited public interest in the creation and development of its functionalities. Further, the D'CRYPT System may never be completed, released, or become operational. These or other unforeseen factors may significantly decrease or eliminate any value of D'COIN tokens. D'FINTECH does not guarantee any specific value of D'COIN tokens and cautions purchasers of D'COIN tokens that there is a significant likelihood their value may vanish if the D'CRYPT System will not be operational to the satisfaction of the D'COIIN token holders.
54. There is a high risk of volatility of digital assets. Digital assets are extremely volatile, and D'COIN tokens may suffer from such volatility. Further, D'COIN tokens may be significantly influenced by microeconomic and macroeconomic market factors.
55. D'COIN tokens will be entirely uninsured. D'COIN tokens are not like bank accounts or other similar accounts. D'COIN tokens are entirely uninsured and any value they may hold at any time may decrease or be eliminated in the future.
56. D'COIN tokens and the D'CRYPT System, as may be developed, may not meet your expectations. The D'CRYPT System is currently under development and may undergo significant changes before release. Your expectations and market expectations regarding the form and functionality of the product and D'COIN tokens may not be met upon the deployment, if at all. If the D'CRYPT System does not meet market expectations then the value of the D'COIN tokens could be adversely affected. D'FINTECH<sup>®</sup>, D'COIN<sup>®</sup> tokens, and the D'CRYPT<sup>®</sup> System may be subject to security weaknesses, hackers and theft. Hackers or other groups or organizations may attempt to interfere with D'FINTECH, D'COIN tokens, the D'CRYPT System and your digital wallet in any number of ways, including denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks. There is a risk that D'COIN tokens and the D'CRYPT System and technology infrastructure may include security weaknesses or bugs,

which may interfere with the use, or cause the complete loss, of D'COIN tokens. Advances in cryptography may present risks to cryptocurrencies, digital tokens, Ethereum, D'COIN tokens, the D'CRYPT System and D'FINTECH's technology infrastructure, which may result in the theft or complete loss of D'COIN tokens.

57. D'FINTECH is subject to privacy and data security laws. We anticipate that the D'FINTECH System will receive, transmit and store a large volume of personally identifiable information and other sensitive data. Federal, state, and foreign laws regulate the storing, sharing, use, disclosure and protection of such data. Any violations of these laws and regulations may require D'FINTECH to change its business practices or operational structure, address legal claims, and sustain monetary penalties and other harms to its business.
58. Security breaches or unauthorized access to personal information may also expose D'FINTECH token to liability related to the loss of the information, time-consuming and expensive litigation, and negative publicity. Because techniques used to obtain unauthorized access or to sabotage systems change frequently and generally are not recognized until after they are launched against a target, D'FINTECH may be unable to anticipate, detect, or adequately address them. In addition, certain jurisdictions have laws requiring companies to notify individuals of data security breaches involving their personal data. These mandatory disclosures are costly to implement and often lead to widespread negative publicity.
59. D'FINTECH may be required to disclose information about D'FINTECH token users, purchasers, and holders. D'FINTECH may be required by law, subpoena, or court order to disclose personal information received from D'FINTECH Token holders to law enforcement, government officials, and other third parties. Any such disclosure could have an adverse effect on the reputation or valuation of D'FINTECH.
60. Smart contracts are subject to limitations. Smart contract technology is still in its early stages of development, and its application is experimental in nature. This carries significant operational, technological, regulatory, reputational, and risks. Smart contracts may not be fit for the purpose intended by D'FINTECH and may contain flaws, vulnerabilities, or other issues, which may cause technical problems or the complete loss of D'COIN tokens.
61. D'FINTECH has a limited operating history in an evolving industry that may not develop as expected. Assessing its business and future prospects is challenging in light of the risks and difficulties it may encounter. These risks and difficulties include D'FINTECH's ability to:
  - i. navigate complex and evolving regulatory and competitive environments;
  - ii. obtain and retain customers;
  - iii. successfully maintain and evolve internal controls to manage compliance with an evolving and complex regulatory environment;
  - iv. increase the effectiveness of its ability to identify market trends;
  - v. successfully develop and deploy the D'CRYPT System and new products;
  - vi. successfully maintain its funding strategy;
  - vii. favorably compete with other companies;
  - viii. successfully navigate economic conditions and fluctuations in the market;
  - ix. effectively manage the growth of its business;
  - x. successfully expand its business;
  - xi. continue to develop, maintain and scale the Neuron Network;
  - xii. effectively use limited personnel and technology resources;
  - xiii. effectively maintain and scale its and risk management controls and procedures;

- xiv. maintain the security of its technology infrastructure and the confidentiality of the information provided and utilized across its technology infrastructure; and
  - xv. attract, integrate, and retain qualified employees and contractors.
62. In its limited history D'FINTECH has operated at a loss, and it may never be profitable. D'FINTECH may require additional capital to support operations or the growth and may need to create and sell additional D'COIN tokens in the future. From time to time, D'FINTECH may need additional capital to operate or grow its business. D'FINTECH's ability to obtain additional capital will depend on investor and lender demand, operating performance, the condition of the capital markets, and other factors. Additional capital may not be available on favorable terms when required, or at all.
63. There is and will be limited information related to the business of D'FINTECH and the development of the D'CRYPT System. You may not be able to obtain all information it would want regarding D'FINTECH, D'COIN tokens, or the D'CRYPT System, on a timely basis or at all. It is possible that you may not be aware on a timely basis of material adverse changes that have occurred with respect to certain of its investments. While D'FINTECH has made efforts to use open-source development for Tokens, this information may be highly technical by nature. D'FINTECH is not obliged, and does not intend, to keep users, purchasers, and holders of D'COIN tokens updated on its business and the development of the D'CRYPT System (including progress and expected milestones). As a result of these difficulties, as well as other uncertainties, you may not have accurate or accessible information about the D'CRYPT System.
64. You will have no control of D'FINTECH and the D'CRYPT System, and D'FINTECH may only have limited control of the D'CRYPT System if the D'CRYPT System launch occurs. D'FINTECH D'CRYPT System will be comprised of open-source technologies that depend on a network of computers to run certain software programs to process transactions. Because of this less centralized model, D'FINTECH will have limited control over Tokens and the D'CRYPT System once launched. In addition, you are not, and will not be, entitled to vote or receive dividends or be deemed the holder of capital stock of D'FINTECH for any purpose, nor will anything be construed to confer on you any of the rights of a stockholder of D'FINTECH or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise.
65. Alternative systems may be established that compete with or are more widely used than the D'CRYPT System. It is possible that alternative networks could be established that utilize the same or similar open source code and protocol underlying the Network and attempt to facilitate services that are materially similar to the D'CRYPT Network's services. The open source Network may compete with these alternative networks, which could negatively impact the D'crypt Network and the D'Coin Tokens.
66. Intellectual property rights claims may impede D'FINTECH's business. Third parties may assert intellectual property claims against D'FINTECH. Regardless of the merit of any intellectual property or other legal action, any threatened action that reduces confidence in D'FINTECH's long-term viability may adversely affect the value of D'COIN tokens. There are risks and uncertainties related to the tax and accounting treatment of D'COIN tokens.
67. Because of the shifting regulatory environment, it is uncertain what tax and accounting treatment or classification D'COIN tokens will have in various jurisdictions. For example, D'FINTECH may not intend for DCO to convert into D'COIN tokens until such time, as D'COIN tokens may be adequately used as to provide a login for the D'CRYPT System or to trade in existing listed stock exchanges, such that they are not deemed to be securities, but there is no clear guidance as to when that moment will exist. If such conversion is determined to result in the issuance of securities (rather than D'FINTECH assets), our securities, tax, accounting and other positions may be incorrect. This uncertainty may, for example, impact our ability to obtain audits, or result in unanticipated tax liabilities to D'FINTECH, when we transact in D'COIN tokens, or to you when you transact in D'COIN tokens. Each potential user, purchaser,

and holder of D'COIN tokens is urged to consult with, and must rely solely upon the advice of, its own legal, and tax advisors with respect to D'COIN tokens.

#### HOW TO PURCHASE

68. To participate in the Offering, purchasers will need to first register on a token subscription page on our website <https://D'FINTECH-io> or our token sales website [www.tokensale.d-coin.io](http://www.tokensale.d-coin.io) which is not incorporated by reference. Purchasers will follow the prompts on our website, which is not incorporated here by reference, to specify their purchase amount, confirm their purchase, and make payment to finalize the transaction.
- i. D'FINTECH reserves the right to require providing for U.S. Persons evidence of accreditation status pursuant to Section 506(c) of the Securities Act standards. This can be satisfied in one of two manners: submitting evidence proving asset worth, or providing the contact information for their lawyer or CPA to attest on such purchaser's behalf. Additionally, purchasers may need to provide entity information such as address and social security number or tax ID number to pass a KYC (Know Your Customer) and AML (Anti Money Laundering) checks. Since KYC/AML due diligence requirements are risk based, only purchasers deemed in risk zone will be asked to complete KYC/AML steps.

#### IMPORTANT NOTICES TO PURCHASERS

69. In some jurisdictions purchaser are required to have specific qualifications to purchase D'coin tokens. For example, only persons of adequate means who have no need for present liquidity should consider purchasing the purchase rights set forth in the DCO offered hereby because:
- i. purchasing an DCO involves a number of significant risks (see "Risk Factors"); and
- ii. no market exists for the DCO or the purchase rights contained therein, and none is likely to develop in the reasonably foreseeable future. This Offering is intended to be a private offering that is exempt from registration under the Securities Act and applicable state securities laws.
70. In the United States there may be purchaser suitability requirements as outlined below. It is the responsibility of each purchaser to verify if any of those requirements apply.
- i. For U.S. Persons (as defined below), this Offering is limited solely to "accredited investors" as defined in Regulation D under the Securities Act, meaning only those persons or entities coming within any one or more of the following categories:
- (a) Any bank, as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; any broker-dealer registered pursuant to Section 15 of the Exchange Act; any insurance company, as defined in Section 2(13) of the Securities Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the United States Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; and any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, that is either a bank, savings and loan association, insurance company or registered investment advisor, if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by person(s) that are accredited investor(s);

- (b) Any private business development company as defined in Section 202(a)(22) of the Investment Advisors Act of 1940;
  - (c) Any organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, any corporation, Massachusetts or similar business trust, or company, not formed for the specific purpose of acquiring the Common Stock, with total assets in excess of \$5,000,000;
  - (d) Any director or executive officer of D'FINTECH ;
  - (e) Any natural person whose individual net worth, or joint net worth with that person's spouse, exclusive of the value of the person's primary residence net of any mortgage debt and other liens, at the time of his or her purchase exceeds \$1,000,000;
  - (f) Any natural person who had an individual income in excess of \$200,000, or joint income with that person's spouse in excess of \$300,000, in each of the two most recent years and who reasonably expects to reach the same income level in the current year;
  - (g) Any trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Common Stock, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D; or
  - (h) Any entity all of whose equity owners are accredited investors. The term "net worth" means the excess of total assets over total liabilities, exclusive of the value of your primary residence net of any mortgage debt and other liens. In determining income, you should add to your adjusted gross income any amounts attributable to tax-exempt income received, losses claimed as a limited partner in any limited partnership, deductions claimed for depreciation, contributions to an IRA or Keogh retirement plan, alimony payments and any amount by which income from long-term capital gains had been reduced in arriving at adjusted gross income. You will be required to represent to D'FINTECH in writing that you are an accredited investor under Regulation D, as described above, and may also be required to provide certain documentation in support of such representation. In addition to the foregoing requirement, you must also represent in writing that you are acquiring the DCO for your own account and not for the account of others and not with a view to resell or distribute such securities.
- ii. The term "U.S. Person" (as defined in Regulation S under the Securities Act) means:
- (a) A natural person resident in the United States;
  - (b) A partnership or corporation organized or incorporated under the laws of the United States;
  - (c) An estate of which any executor or administrator is a U.S. Person;
  - (d) A trust of which any trustee is a U.S. Person;
  - (e) An agency or branch of a foreign entity located in the United States;
  - (f) A nondiscretionary 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;
  - (g) A discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated and (if an individual) resident in the United States; and
  - (h) A corporation or partnership organized under the laws of any foreign jurisdiction and formed by a U.S. Person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the Securities Act) who are not natural persons, estates or

trusts. "United States" or "U.S." means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia.

iii. Non-U.S. Purchaser Eligibility Requirements

(a) Each Purchaser who is a Non-U.S. Person (as defined below) must represent in writing that he, she, or it has satisfied and is in full observance of the laws of such Purchaser's jurisdiction in connection with any invitation to purchase an DCO, including (i) the legal requirements within such purchaser's jurisdiction for the purchase of DCO and the subsequent conversion into D'FINTECH Tokens, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale or transfer of the DCO. The Purchaser's subscription and payment for, and the Purchaser's continued beneficial ownership of, the DCO and D'coin Tokens will not violate any applicable securities or other laws of such Purchaser's jurisdiction. The term "Non-U.S. Person" (as defined in Rule 902(k)(2) of the Securities Act) means:

- I. A 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;
- II. A estate of which any professional fiduciary acting as executor or administrator is a U.S. Person if:
  - (1) 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
  - (2) The estate is governed by foreign law;
- III. Any trust of which any professional fiduciary acting as trustee is 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;
- IV. 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;
- V. An agency or branch of a U.S. Person located outside the United States if:
  - (1) The agency or branch operates for valid business reasons; and
  - (2) 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;
- VI. 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.

71. There may other purchaser eligibility requirements. It is the responsibility of each purchaser to verify if any of those requirements apply.

72. The USA PATRIOT Act may apply to determine the eligibility of each purchaser. The USA PATRIOT Act is designed to detect, deter and punish terrorists in the United States and abroad. The Act imposes new anti-money laundering requirements on brokerage firms and institutions. Since April 24, 2002, all United

States brokerage firms have been required to have comprehensive anti-money laundering programs in effect. To help you understand these efforts, D'FINTECH wants to provide you with some information about money laundering and D'FINTECH's efforts to help implement the USA PATRIOT Act. Money laundering is the process of disguising illegally obtained money so that the funds appear to come from legitimate sources or activities. Money laundering occurs in connection with a wide variety of crimes, including illegal arms sales, drug trafficking, robbery, fraud, racketeering and terrorism. The use of the United States system by criminals to facilitate terrorism or other crimes could taint our markets. According to the United States State Department, one recent estimate puts the amount of worldwide money laundering activity at \$1 trillion a year.

73. Under new rules required by the USA PATRIOT Act, D'FINTECH's anti-money laundering program will designate a special compliance officer, set up employee training, conduct audits and establish policies and procedures designed to detect and report suspicious transaction and ensure compliance with the new laws and rules. As part of D'FINTECH's required program, we may ask you to provide various identification documents or other information. Until you provide the information or documents that D'FINTECH needs, we may not be able to effect any transactions for you.
74. You should check the Office of Foreign Assets Control (the "OFAC") website at <http://www.treas.gov/ofac> before making the following representations: You represent that the amounts spent by you in this Offering were not and are not directly or indirectly derived from any activities that contravene Federal, state or international laws and regulations, including antimoney laundering laws and regulations. Federal regulations and Executive Orders administered by the OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The lists of the OFAC-prohibited countries, territories, individuals and entities can be found on the OFAC website at <http://www.treas.gov/ofac>. In addition, the programs administered by the OFAC (the "OFAC Programs") prohibit dealing with individuals<sup>1</sup> or entities in certain countries, regardless of whether such individuals or entities appear on any OFAC list:
- (i) you represent and warrant that none of: (1) you; (2) any person controlling or controlled by you; (3) if you are a privately-held entity, any person having a beneficial interest in you; or (4) any person for whom you are acting as agent or nominee in connection with purchasing an DCO is a country, territory, entity or individual named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that D'FINTECH may not accept any subscription amounts from a prospective purchaser if the purchaser cannot make the representation set forth in the preceding sentence. You agree to promptly notify D'FINTECH should you become aware of any change in the information set forth in any of these representations. You are advised that, by law, D'FINTECH may be obligated to "freeze the account" of any purchaser, either by prohibiting additional subscriptions from it, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and that D'FINTECH may also be required to report such action and to disclose such purchaser's identity to the OFAC;
  - (ii) you represent and warrant that none of: (1) you; (2) any person controlling or controlled by you; (3) if you are a privately-held entity, any person having a beneficial interest in you; or (4) any person for whom you are acting as agent or
    - a. these individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs;
    - b. nominee in connection with this Offering is a senior foreign political figure ("senior foreign political figure" is defined as a senior official in the executive, legislative, administrative, military or judicial branch 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),

or any immediate family member (“Immediate family ” of a senior foreign political figure typically includes such figure’s parents, siblings, spouse, children and in-laws) or close associate of a senior foreign political figure (“close associate ” of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with such senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international transactions on behalf of such senior foreign political figure); and

75. If you are affiliated with a non-U.S. banking institution (a “Foreign Bank”), or if you receive deposits from, make payments on behalf of, or handle other transactions related to a Foreign Bank, you represent and warrant to D’FINTECH that: (1) the Foreign Bank has a fixed address, and not solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct its banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate. D’FINTECH is entitled to rely upon the accuracy of your representations to each of them. D’FINTECH may, but under no circumstances shall it be obligated to, require additional evidence that a prospective Purchaser meets the standards set forth above at any time prior to its acceptance of a prospective Purchaser’s subscription. You are not obligated to supply any information so requested by D’FINTECH, but D’FINTECH may reject a subscription from you or any person who fails to supply such information.
76. This Offering has not been registered or qualified under the securities laws of any jurisdiction anywhere in the world. It is being offered and sold only in jurisdictions where such registration or qualification is not required, including pursuant to applicable exemptions that generally limit the purchasers who are eligible to purchase an DCO and that restrict its resale. The DCO may not be offered, sold or otherwise transferred, pledged or hypothecated except as permitted under applicable securities laws.
77. Notice to residents of the United States: the offer and sale of the DCO has not been registered under the U.S. Securities Act of 1933, as amended (the “Securities Act”), or under the securities laws of certain states and is only be sold to “accredited investors.” The DCO may not be offered, sold or otherwise transferred, pledged or hypothecated except as permitted under the act and applicable state securities laws pursuant to an effective registration statement or an exemption therefrom.
78. Notice to residents of Canada: the DCO may be sold only to purchasers purchasing as principal that are both “accredited investors” as defined in National Instrument 45-106 prospectus and registration exemptions and “permitted clients” as defined in National Instrument 31-103 registration requirements, exemptions and ongoing registrant obligations. Any resale of the securities must be made in accordance with an exemption from the prospectus requirements and in compliance with the registration requirements of applicable securities laws.
79. Notice to residents of China: the DCO are not being, and may not be, offered or sold, directly or indirectly, within the People’s Republic of China (for such purposes, not including the Hong Kong and Macau Special Administrative Regions or Taiwan), except as permitted by the securities and other laws and regulations of the People’s Republic of China. The DCO may only be offered or sold to PRC purchasers that are authorized to engage in the purchase of instruments of the type being offered or sold. PRC purchasers are responsible for obtaining all relevant government regulatory approvals/licenses, verification and/or registration themselves, and complying with all relevant PRC regulations, including any relevant foreign exchange and overseas investment regulations.
80. Notice to residents of Hong Kong: DCO may not be offered or sold in Hong Kong by means of any document other than (i) in circumstances which do not constitute any offer to the public within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (cap. 32 of the laws of Hong Kong) (the “CWUMP Ordinance”) or which do not constitute an invitation to the public within the

meaning of the Securities and Futures Ordinance (cap. 571 of the laws of Hong Kong) (“Securities and Futures Ordinance”), or (ii) to “professional investors” as defined in the Securities and Futures Ordinance and any rules made thereunder, or (iii) in other circumstances which do not result in the document being a “prospectus” as defined in the CWUMP Ordinance, and no advertisement, invitation or document relating to the DCO may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to instruments which are or are intended to be disposed of only to persons outside of Hong Kong or only to “professional investors” in Hong Kong as defined in the Securities and Futures Ordinance and any rules made thereunder.

81. Notice to residents of the European Economic Area: in relation to each member state of the European Economic Area which has implemented the prospectus directive (each, a “relevant member state”), the DCO and any related documents are being distributed only to, and directed only at (and any related purchase activity will be engaged only with: (a) a legal entity that is a qualified investor as defined in the prospectus directive, (b) fewer than 150 natural or legal persons (other than qualified investors as defined in the prospectus directive), subject to obtaining the prior consent of any representative for any such offer; or (c) person the sales to whom would be in any other circumstance falling within article 3(2) of the prospectus directive; provided that no such transaction may result in a requirement for the publication by us of a prospectus pursuant to article 3 of the prospectus directive. The expression “prospectus directive” means directive 2003/71/ec (as amended), including by directive 2010/73/eu, and includes any relevant implementing measure in the relevant member state. This European Economic Area selling restriction is in addition to any other applicable selling restrictions set out below.
82. Notice to residents of the United Kingdom: in the United Kingdom the DCO is being distributed only to, and is directed only at (and any purchase activity to which it relates will be engaged only with): (i) investment professionals (within the meaning of Article 19(5) of the Services and Markets Act 2000 (Promotion) Order 2005 as amended (the “FPO”)); (ii) persons or entities of a kind described in Article 49 of the FPO; (iii) certified sophisticated investors (within the meaning of Article 50(1) of the FPO); and (iv) other persons to whom it may otherwise lawfully be communicated (all such persons together being referred to as “relevant persons”). Persons who are not relevant persons should not take any action in connection with the DCO or based upon any documents used in connection therewith. It is a condition of your acquisition of the DCO that you warrant to D’FINTECH, its directors, and its officers that you are a relevant person. The DCO and any documents used in connection therewith have not been approved by any authorized person.
83. Notice to residents of Japan: the DCO is being offered to a limited number of qualified institutional investors (tekikaku kikan toshika, as defined in the Securities Exchange Law of Japan (law no. 25 of 1948, as amended)) and/or a small number of investors, in all cases under circumstances that will fall within the private placement exemption from the registration requirements of the securities exchange law and other relevant laws and regulations of Japan. As such, the DCO has not been registered and will not be registered under the Securities Exchange Law of Japan. The purchaser of the DCO agrees not to re-transfer or re-assign the DCO to anyone other than non-residents of Japan except pursuant to a private placement exemption from the registration requirements of, and otherwise in compliance with, the securities exchange law and other relevant laws and regulations of Japan.
84. Notice to the residents of the Russian Federation: the DCO and any related documents are not an offer, or an invitation to make offers, to sell, purchase, exchange or otherwise transfer securities or foreign instruments to or for the benefit of any person or entity resident, incorporated, established or having their usual residence in the in the Russian Federation, except “qualified investors” (as defined under Russian securities laws) to the extent permitted under Russian securities laws. The DCO and any documents used in connection therewith are not an advertisement in connection with the “placement” or a “public circulation” (as both terms are defined under Russian securities law) of any securities, and

the DCO is not intended for “placement” or “public circulation” in the Russian Federation, in each case unless otherwise permitted under Russian securities laws. Neither the DCO nor a prospectus relating hereto has been or will be registered with the central bank of the Russian Federation.

85. Notice to residents of Singapore: the DCO and any documents used in connection therewith have not been registered as a prospectus with the Monetary Authority of Singapore under the Securities and Futures Act, Chapter 289 of Singapore (“SFA”). Accordingly, the DCO and any other document in connection with the offer or sale, or invitation for subscription or purchase, thereof may not be circulated or distributed, nor may it be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor under section 274 of the SFA, (ii) to a relevant person pursuant to section 275(1), or any person pursuant to section 275(1a), and in accordance with the conditions specified in section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA. Where the DCO is subscribed for or purchased under section 275 of the SFA by a relevant person which is a trust (where the trustee is not an accredited investor (as defined in section 4A(1)(a) of the SFA)) whose sole purpose is to hold investments and each beneficiary of the trust is an accredited investor, the beneficiaries’ rights and interest (howsoever described) in that trust shall not be transferable for 6 months after that trust has acquired the shares under section 275 of the SFA except: (1) to an institutional investor under section 274 of the SFA or to a relevant person (as defined in section 275(2) of the SFA), (2) where such transfer arises from an offer that is made on terms that such rights or interest are acquired at a consideration of not less than s\$200,000 (or its equivalent in a foreign currency) for each transaction (whether such amount is to be paid for in cash or by exchange of securities or other assets), (3) where no consideration is or will be given for the transfer, (4) where the transfer is by operation of law, (5) as specified in section 276(7) of the SFA, or (6) as specified in regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005.
86. Notice to residents of South Korea: the DCO and any documents used in connection therewith are not, and under no circumstances may be construed as, a public offering of securities in South Korea. Neither D’FINTECH nor any placement agent may make any representation with respect to the eligibility of any person to acquire the DCO under the laws of South Korea, including, without limitation, Indirect Investment Asset Management Business Law, the Securities and Exchange Act and the Foreign Exchange Transaction Act and regulations thereunder. The DCO has not been registered under the Securities and Exchange Act, Securities Investment Trust Business Act or the Securities Investment Company Act of South Korea and the DCO may not be offered, sold or delivered, directly or indirectly, or offered or sold to any person for reoffering or resale, directly or indirectly, in South Korea or to any resident of South Korea, except pursuant to the applicable laws and regulations of South Korea.
87. Notice to residents of Switzerland: DCO may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange (“SIX”) or on any other stock exchange or regulated trading facility in Switzerland. DCO and any related documents have been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither DCO nor any related marketing material may be publicly distributed or otherwise made publicly available in Switzerland. DCO and any related marketing materials have not been and will not be filed with or approved by any Swiss regulatory authority, particularly including the Swiss Market Supervisory Authority (“FINMA”), and it has not been authorized under the Swiss Federal Act on Collective Investment Schemes (“CISA”). The protections afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of DCO.

88. Notice to residents of Israel: D'FINTECH does not intend to offer the DCO to the public in Israel within the meaning of the Israeli Securities Law, 1968, or offer DCO, within any specific year, to more than 35 offerees resident in Israel. Each offeree must and hereby does warrant to D'FINTECH that it is purchasing DCO for investment purposes only and not for purposes of resale.
89. Notice to residents of Ukraine: the DCO and any documents used in connection therewith do not constitute an offer of the DCO or D'FINTECH Tokens in the Ukraine. The DCO or D'FINTECH Tokens have not been offered or sold, and will not be offered or sold, directly or indirectly, in the Ukraine, except as may be permitted by law.
90. Notice to residents of Cayman Islands: the DCO and any documents used in connection therewith do not constitute a public offer of the DCO or D'FINTECH Tokens, whether by way of sale or subscription, in the Cayman Islands. D'FINTECH will not carry on business in the Cayman Islands. The DCO or D'FINTECH Tokens have not been offered or sold, and will not be offered or sold, directly or indirectly, in the Cayman Islands, except as may be permitted by law without creating an obligation for D'FINTECH to register in the Cayman Islands.
91. Notice to residents of India: the DCO and any documents used in connection therewith and any related documents do not constitute an offer to sell to or an offer to buy interest from any person other than the person to whom this document has been sent by D'FINTECH or its authorized agents. The DCO and any documents used in connection therewith should not be construed as a prospectus. The DCO and any documents used in connection therewith are not being offered for sale or subscription but are being privately placed with a limited number of sophisticated investors, and prospective investors must obtain legal advice that they are entitled to subscribe for these instruments and must comply with all relevant Indian laws in this respect.
92. Notice to residents of Australia: no DCO, placement document, prospectus, product disclosure statement or other disclosure document has been lodged with the Australian Securities and Investments Commission (ASIC), in relation to this offering. The DCO and any documents used in connection therewith and any related documents do not constitute a prospectus, product disclosure statement or other disclosure document under the Corporations Act 2001 (or the Corporations Act) and do not purport to include the information required therefor. Any offer in Australia of The DCO and any documents used in connection therewith may only be made to "sophisticated investors" (within the meaning of Section 708(8) of the Corporations Act), "professional investors" (within the meaning of Section 708(11) of the Corporations Act) or otherwise pursuant to one or more exemptions contained in Section 708 of the Corporations Act so that it is lawful to offer the DCO and any documents used in connection therewith without disclosure to investors under Chapter 6D of the Corporations Act. The DCO and any documents used in connection therewith must not be offered for sale in Australia in the period of 12 months after the date of allotment under this offering, except in circumstances (i) where disclosure to purchasers under Chapter 6D of the Corporations Act would not be required pursuant to an exemption under Section 708 of the Corporations Act or otherwise or (ii) where the offer is pursuant to a disclosure document which complies with Chapter 6D of the Corporations Act. Any person acquiring The DCO and any documents used in connection therewith must observe such Australian on-sale restrictions.
93. Notice to residents of Thailand: the DCO and any documents used in connection therewith have not be approved by the Office of the Thai Securities Exchange Commission ("TSEC"), and no registration statement and draft prospectus have been filed with the TSEC and have become effective, in reliance on applicable exemptions from such requirements, including for offers to "institutional investors" under the Securities and Exchange Act and any related act or rules.
94. Notice to residents of all other jurisdictions: no action has been taken to permit the offer, sale, possession or distribution of the DCO or any related documents in any jurisdiction where action for that purpose is required. You are required to inform yourself about, and to observe any restrictions relating to, the DCO and any related documents in your jurisdiction.

## CERTAIN INCOME TAX CONSIDERATIONS

95. Set forth below is a summary discussion of certain U.S. federal income tax consequences relating to a purchase of an DCO and the acquisition, ownership and disposition of D'COIN Tokens issued pursuant to an DCO by Purchasers. This summary does not attempt to present all aspects of the U.S. federal income tax laws or any state, local or foreign laws that may affect the purchase of an DCO or D'COIN tokens. In addition, this summary does not consider the circumstances of particular purchasers, some of which (such as institutions, insurance companies, regulated investment companies, tax-exempt organizations, dealers, traders who elect to mark their investment to market, persons whose functional currency for U.S. federal income tax purposes is not the U.S. dollar and persons subject to the alternative minimum tax) are subject to special tax regimes. Furthermore, unless otherwise noted below, this summary does not address the U.S. federal income tax issues relevant to D'FINTECH or to members of our Community. This summary is general in nature and should not be construed as tax advice to any prospective Purchaser. No ruling has been or will be requested from the Internal Revenue Service (the "IRS") and no assurance can be given that the IRS will agree with the tax consequences described in this summary. The following discussion assumes that each prospective Purchaser will acquire D'coin tokens as a capital asset for U.S. federal income tax purposes (generally, property held for investment). This description is based on the U.S. Internal Revenue Code of 1986, as amended, (the "Code"), existing, proposed and temporary U.S. Treasury Regulations and judicial and administrative interpretations thereof, in each case as available on the date hereof. All of the foregoing is subject to change, which change could apply retroactively and could affect the tax consequences described below. The following discussion is limited to prospective Purchasers who are "United States persons" within the meaning of the Code. Each prospective Purchaser should consult with its own tax advisor in order to fully understand the United States federal, state, local and foreign income tax consequences of purchasing an DCO or D'COIN tokens. No legal or tax advice is hereby given to any prospective Purchaser. Transactions involving an DCO and similar instruments, as well as Initial Coin Offerings ("ICOs") and token transactions, are relatively new and it is more than likely that the IRS will issue guidance, possibly with retroactive effect, impacting the taxation of Purchasers of an DCO, participants in an ICO, and holders of D'COIN tokens. Future tax guidance from the IRS (or guidance resulting from future judicial decisions) could negatively impact.
96. D'FINTECH intends to treat the execution of the DCO as the execution of a contract for the purchase of D'COIN tokens, to be delivered to a purchaser upon D'CRYPT System launch, as more fully described in the DCO. D'FINTECH intends to treat the DCO neither as an equity interest nor as a debt interest in D'FINTECH for any income tax purposes. The amount paid by a purchaser upon entering into the DCO should be a nondeductible expense for assets purchasing for income tax purposes. The tax treatment of an DCO is not entirely clear. It is possible that the tax authorities may challenge D'FINTECH's intended treatment of the DCO, for example, treating amounts paid by a purchaser upon entering into the DCO as a prepayment for services to be rendered, or treating the DCO as a form of equity interest in the assets of D'FINTECH, in which case the income tax consequences to a purchaser and D'FINTECH of the execution of an DCO could differ from those described above.
97. Upon D'CRYPT System launch, D'FINTECH will issue D'COIN tokens to each holder of an DCO pursuant to the terms of the applicable DCO. D'FINTECH will treat the issuance of D'COIN tokens to a purchaser under an DCO as a purchase of property (that is, the D'COIN tokens) by the purchaser. D'FINTECH intends to treat D'COIN tokens neither as equity interests nor as debt interests in D'FINTECH for U.S. federal income tax purposes. A Purchaser should generally have a tax basis for U.S. federal income tax purposes in the Tokens it acquires from D'FINTECH equal to the amount of U.S. dollars such Purchaser advanced under the DCO or, if such purchaser exchanged D'COIN token using Bitcoin or Ether, the value thereof in U.S. dollars at the applicable exchange rate on the date of such exchange. The purchaser's holding period in the D'COIN tokens should begin on the day the D'COIN tokens are issued to the purchaser. Under this treatment, D'FINTECH would have income upon issuance of the D'COIN tokens to a Purchaser generally equal to the amount of U.S. dollars such Purchaser advanced under the DCO or, if such purchaser

exchanged for D'COIN token using Bitcoin or Ether, the value thereof in U.S. dollars at the applicable exchange rate on the date of such exchange.

98. While a purchase of property, such as D'COIN tokens, generally is not taxable to the buyer (in this case, the Purchaser) for U.S. federal income tax purposes, a purchaser that exchanges Bitcoin or Ether as its form of payment for the DCO may have taxable gain or loss on such exchange to the extent the purchaser's adjusted tax basis in Bitcoin or Ether used to purchase the DCO (expressed in U.S. dollars) is less than or greater than, respectively, the applicable exchange rate for Bitcoin or Ether (expressed in U.S. dollars) upon the acquisition of D'COIN tokens pursuant to the DCO.
99. However, the tax treatment of D'COIN tokens is not entirely clear. It is possible that the IRS may challenge D'FINTECH's intended treatment of the issuance of D'FINTECH tokens under an DCO, in which case the U.S. federal income tax consequences to a Purchaser and D'FINTECH of an issuance of D'FINTECH tokens under an DCO could differ from those described above. The remainder of this summary assumes that D'FINTECH's intended treatment of the DCO and the D'COIN tokens will be respected.
100. A Purchaser who sells, exchanges, or otherwise disposes of the D'COIN tokens for U.S. dollars or other property (including pursuant to an exchange of such D'COIN tokens for other convertible virtual currencies such as Bitcoin and Ether) should, pursuant to IRS Notice 2014-21, recognize capital gain or loss in an amount equal to the difference between the fair market value of the property received in exchange for such D'COIN tokens and the purchaser's adjusted tax basis in the D'COIN tokens, as described above. This capital gain may be long-term if the Purchaser has held its D'FINTECH tokens for more than one year prior to disposition.
101. In the event of a Network Launch failure, D'FINTECH may wind up its operations and distribute its assets to creditors, including purchase refunds to purchasers of DCO. A purchaser who receives our assets, if any, in exchange for its rights under the DCO generally should recognize taxable gain or loss in an amount equal to the difference between the fair market value of the assets the purchaser receives, if any, and the amount, expressed in U.S. dollars, it advanced under the DCO.

THE TAX TREATMENT OF THE DCO, THE PURCHASE RIGHTS CONTAINED THEREIN AND THE D'COIN TOKEN DISTRIBUTION IS UNCERTAIN AND THERE MAY BE ADVERSE TAX CONSEQUENCES FOR PURCHASERS UPON CERTAIN FUTURE EVENTS. PURCHASING AN DCO AND ACQUIRING D'COIN TOKENS PURSUANT THERETO MAY RESULT IN ADVERSE TAX CONSEQUENCES TO PURCHASERS, INCLUDING WITHHOLDING TAXES, INCOME TAXES AND TAX REPORTING REQUIREMENTS. EACH PURCHASER SHOULD CONSULT WITH AND MUST RELY UPON THE ADVICE OF ITS OWN TAX ADVISORS WITH RESPECT TO THE U.S. AND NON-U.S. TAX TREATMENT OF PURCHASING AN DCO AND THE RIGHTS CONTAINED THEREIN.

## CONTACT US

If you have any questions about these Terms, please contact us at [support@dcoinico.io](mailto:support@dcoinico.io).