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## **DI FOUNDATION Contribution and DIP Allocation Terms and Explanatory Note**

### **1. Principles**

- 1 The following Terms (“Terms”) govern the contribution procedure (“Contributions” collectively, and “Contribution” individually) to the Decentralized Insurance Foundation (“DI FOUNDATION”) by contributors (“Contributors” collectively, and “Contributor” individually, including Early Contributors) and the subsequent genesis allocation of transferable cryptographic blockchain-based digital information units called DIP Token (“DIP”) to Contributors (“Token Generating Event”, “TGE”).
- 2 The DI FOUNDATION promotes and develops new technologies and applications, especially in the fields of new open and decentralized software architectures. A dominating, but not exclusive focus is set on the promotion and development of the so-called DIP protocol and the related technologies, which will play a fundamental role in an ecosystem of insurance companies, service providers and customers which form a decentralized platform, as well as the promotion and support of applications using the DIP protocol.
- 3 The DI FOUNDATION intends to establish one or more insurance companies that build decentralized insurance applications, making the purchase and sale of insurance more efficient, enable lower operational costs, provide greater transparency into the industry of insurance compared to traditional operations, and democratize access to reinsurance investments. These intended activities are subsumed under the term “DI Platform”.
- 4 In what follows, a “U.S. Person” is considered:
  - a. a natural person resident in the United States;
  - b. a partnership, corporation or LLC organized in 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 non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person;
  - g. a discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; or

- h. Any partnership or corporation organized or incorporated in a non-U.S. jurisdiction and formed by a U.S. person principally for the purpose of investing in securities not registered under the U.S. securities laws.
- 5 By transferring Ether (ETH) to the Smart Contract System (“SCS”) and the Smart Contract System creating DIP Token (“DIP”), the Contributor understands and accepts that the Contributor makes a Contribution into a Smart Contract System for the development of new technologies and applications, among others on the promotion and development of the so-called DIP protocol (“Contribution”), as further described in the Etherisc Whitepaper (“the Whitepaper”). For the Whitepaper and/or further information on the planned project, visit <https://etherisc.com>. The information contained in the Whitepaper and on the website are of descriptive nature only, are not binding and do – unless explicitly referred to herein – not form part of the Terms as set forth under para. (6) below.
  - 6 The Contributor understands and accepts that while the individuals and entities, including involved entities assigned to this task, will make reasonable efforts to develop and complete the DI Platform, it is possible that such development may fail and that the DI Platform and any DIP will not be created, become useless and/or valueless due to technical, commercial, regulatory or any other reasons (see also section 7 regarding Risks).
  - 7 The Contributor is also aware of the risk that even if all or parts of the DI Platform are successfully developed and released in full or in parts, due to a lack of public interest, the DI Platform could be fully or partially abandoned, remain commercially unsuccessful, or shut down for lack of interest or other reasons. The Contributor therefore understands and accepts that the Contribution to DI FOUNDATION, and/or the allocation, use and ownership of DIP, carries significant financial, regulatory and/or reputational risks (including the complete loss of value (if any) of DIP and attributed features).
  - 8 The Contributor understands and accepts that a portion of the proceeds from the TGE may be used to repay earlier contributors.
  - 9 By contributing to DI FOUNDATION, the Contributor expressly agrees to all the terms and conditions set forth in the “Smart Contract System” or “SCS”, existing on the blockchain at the addresses published before the start of the Contribution Period on <https://etherisc.com>, and in this document (together the “Terms”). The Contributor further confirms to have carefully reviewed the Terms and fully understands the risks and costs of making a Contribution to DI FOUNDATION.
  - 10 The Contributor also understands and accepts that - as the issuance of allocation proposals of DIP is software based - the functions, terms and conditions applicable thereon are set forth in the SCS. To the extent the terms contained herein or in any other document or communication contradict to the ones set forth in the SCS, the terms of the SCS prevail. Furthermore, no other document or communication may modify or add any additional obligations or covenants to DI FOUNDATION beyond those set forth in the SCS or in this document.

- 11 This document does not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. It is a description of the functionality of a software based fundraising campaign.
- 12 Nothing herein constitutes an offer to sell, or the solicitation of an offer to buy, any securities, nor shall there be any offer, solicitation or sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful.
- 13 By donating to DI FOUNDATION, and/or by receiving, using and holding DIP, no form of partnership, joint venture or any similar relationship between the Contributors, DI FOUNDATION and/or other individuals or entities involved with the DI Platform is created.
- 14 If Contributor is a U.S. Person according to para. (4), this Agreement shall not be effective and binding until the Foundation or its agents is satisfied that Contributor is an “accredited investor” as such term is defined in rule 501 of Regulation D promulgated under the U.S. Securities Act of 1933 (“U.S. Securities Act”).
- 15 Likewise, if Contributor is a U.S. Person according to para. (4), Contributor warrants that he is not subject to any of the disqualifying events listed in Rule 506(d)(1) of Regulation D under the U.S. Securities Act (attached as Exhibit A, each a “Contributor Event”), and there is no proceeding or investigation pending or, to the knowledge of Contributor, threatened by any Governmental Authority, that would reasonably be expected to become the basis for a Contributor Event. If Contributor is a legal entity, Contributor makes the same representations with respect to its directors (or equivalent) and senior executive officers, and its affiliates and their respective directors (or equivalent) and senior executive officers.
- 16 Likewise, if Contributor is a U.S. Person according to para. (4), Contributor shall not sell or otherwise transfer DIP tokens to any other person except in compliance with a valid exemption from the U.S. securities laws or pursuant to a valid registration statement.
- 17 Likewise, if Contributor is a U.S. Person according to para. (4), all payments by Contributor under this Agreement will be made only in Contributor’s name, from a digital wallet or bank account not located in a country or territory that has been designated as a “non-cooperative country or territory” by the Financial Action Task Force, and is not a “foreign shell bank” within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 *et seq.*), as amended, and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.
- 18 Likewise, if Contributor is a U.S. Person according to para. (4), neither Contributor, nor any Person having a direct or indirect beneficial interest in Contributor or Tokens being acquired by Contributor, or any Person for whom Contributor is acting as agent or nominee in connection with Tokens, is (i) the subject of sanctions administered or enforced by the United States (including without limitation the U.S. Department of the Treasury’s Office of Foreign Asset Control), the United Kingdom, the European Union or any other Governmental Authority (collectively, “Sanctions”), (ii) organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions, or (iii)

otherwise a party with which the Foundation is prohibited from dealing with under applicable Laws.

## **2. Functionality of the DIP Token**

19 The DIP Token to be issued shall be required for the use of the Decentralized Insurance Platform, as well as for the interaction between participants on the Decentralized Insurance Platform. For more detailed information, see Etherisc Whitepaper, Sect. [4].

## **3. Representations and Warranties of Contributor**

20 The Contributor understands and accepts that the DIP Token does not represent or constitute any ownership right or stake, share or security or equivalent right in or relating to DI FOUNDATION, the DIP protocol, the DI Platform and/or any software, any public or private company, corporation, entity or property.

21 By contributing to DI FOUNDATION, and/or by receiving, using and holding of DIP Token, the Contributor represents and warrants that:

- a. the Contributor is not a citizen or resident of a country, whose legislation conflicts with the present allocation of DIP and/or the purpose of the DI FOUNDATION in general;
- b. Contributor understands that DIP are being sold pursuant to an exemption from registration under the U.S. Securities Act based in part on the Contributor's representations contained in this Agreement;
- c. the Contributor understands that DIP have not been registered under the U.S. Securities Act or the securities laws of any state of the United States of America or any other applicable jurisdiction, and the Contributor hereby agrees not to make any offer, sale, pledge, transfer or other disposition of any portion of DIP, directly or indirectly, in or into the United States or to, or for the account or benefit of, any U.S. person, unless pursuant to a transaction meeting the requirements of Rules 901 to 905 (including the Preliminary Notes) of Regulation S, DIP first shall have been registered pursuant to an effective registration statement under the Securities Act and all applicable securities laws of any state of the United States of America and any other applicable jurisdiction, or an exemption from such registration is available, and DI FOUNDATION has received such documents and agreements from the Investor and the transferee as DI FOUNDATION requests at such time;
- d. the Contributor is aware that no public market exists in the United States for DIP and DIP may not be offered, sold, pledged or otherwise transferred, directly or indirectly, in or into the United States or to, or for the account or benefit of, any "U.S. person" (as such term is defined in Regulation S under the U.S. Securities Act), without compliance with applicable federal, state and foreign securities laws. The Contributor understands that DI FOUNDATION

has made no assurance that a public market will ever exist for DIP in the United States, and that, even if a public market exists in the future, the Contributor may not readily be able to sell DIP in the United States. The Contributor is aware that the transferability of DIP is and may continue to be, extremely limited.

- e. the Contributor confirms not to be resident of, citizen of or located in a geographic area that is subject to UN-, US-, EU-, Swiss or any other sovereign country sanctions or embargoes;
- f. the Contributor confirms not being listed or being associated with any person or entity being listed on any of the US Department of Commerce's Denied Persons or Entity List, the US Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, the US Department of State's Debarred Parties List, the EU Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions or the Swiss SECO's Overall List of Sanctioned Individuals, Entities and Organizations;
- g. the Contributor has a deep understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, like bitcoin (BTC) and ether (ETH), and blockchain-based software systems and intends to use DIP to participate in the DI Platform;
- h. the Contributor is legally permitted to receive and hold and make use of DIP in the Contributor's jurisdiction;
- i. the Contributor is legally permitted to receive software and contributing to DI FOUNDATION;
- j. the Contributor is of a sufficient age to legally obtain DIP;
- k. the Contributor will take sole responsibility for any restrictions and risks associated with the receiving and holding of DIP;
- l. the Contributor is not contributing to DI FOUNDATION to obtain DIP for the purpose of speculative investment;
- m. the Contributor is not obtaining or using DIP for any illegal purposes;
- n. the Contributor waives the right to participate in a class action lawsuit or a classwide arbitration against any entity or individual involved with the Contribution to DI FOUNDATION, with the allocation of DIP and with the operation of the DI Platform;
- o. the Contributor understands the Contribution to DI FOUNDATION and the allocation of DIP do not involve the purchase of shares or any equivalent in



any existing or future public or private company, corporation or other entity in any jurisdiction;

- p. the Contributor understands and expressly accepts that there is no warranty whatsoever on DIP and/or the success of the DI Platform, expressed or implied, to the extent permitted by law, and that DIP is created and obtained at the sole risk of the Contributor on an “as is” and “under development” basis and without, to the extent permitted by law, any warranties of any kind, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose;
- q. the Contributor understands and accepts that the Smart Contract System and/or underlying protocols and/or any other software involved may either delay and/or not execute a Contribution due to the overall Contribution volume, mining attacks and/or similar events.
- r. the Contributor understands with regard to DIP no market liquidity may be guaranteed and that the value of DIP over time (if any) may experience extreme volatility or depreciate in full;
- s. the Contributor understands that the Contributor bears the sole responsibility to determine if the Contribution to DI FOUNDATION, the allocation, use or ownership of DIP, the potential appreciation or depreciation in the value of DIP over time (if any), the sale and purchase of DIP and/or any other action or transaction related to the DI Platform have tax implications; by contributing to DI FOUNDATION, and/or by receiving, using or holding DIP, and to the extent permitted by law, the Contributor agrees not to hold any associated party (including developers, auditors, contractors or founders) liable for any tax liability associated with or arising from the Contribution to DI FOUNDATION, the allocation, use or ownership of DIP or any other action or transaction related to the DI Platform;
- t. the Contributor is aware that the Contributor will not receive money or any other compensation for any DIP Token that is not sold, not used or that remains unused. All such DIP tokens go to DI FOUNDATION and may be sold by DI FOUNDATION at any time later.

#### **4. DI FOUNDATION Contribution Procedure**

##### **4.1. Qualification**

22 Any contribution made to DI FOUNDATION during the Contribution Period as described below is qualified as a **non-refundable donation**, except a respective portion of a non-refundable administration support fee of USD 150,000 in total, calculated using the

exchange rates as reported by <https://www.coindesk.com/price/> at the end of the Contribution Period.

#### **4.2. Contribution Period**

23 The start of the contribution period will be announced by the DI FOUNDATION. The contribution period will last for a duration of four [4] weeks or until Contributions amounting to the Maximum Contribution Amount (see para. 25) have been made, whichever is earlier (“Contribution Period”). It will consist of one [1] round with two [2] phases (see below para. 26).

24 Contributions can only be made using Ether (ETH).

25 The Contribution Period shall end automatically after USD 30 million [USD 30,000,000] have been reached pursuant to the conversion rate USD/ETH 24 hours before the start of the TGE, calculated by the DI FOUNDATION on a best effort basis (“Maximum Contribution Amount”). DI FOUNDATION has discretion to adjust the Maximum Contribution Amount prior to the TGE. The conversion rate USD/ETH will be communicated by a separate announcement as soon as it has been determined.

#### **4.3. Smart Contract System and Contribution Procedure**

26 In order to get their Ethereum addresses whitelisted and admitted to participate in the TGE, all Contributors, including the Early Contributors, must first register at <https://etherisc.com> and undergo a KYC process in which the Contributor’s identity shall be verified. The registered Contributors can contribute up to a specific amount in the first phase of the TGE. This amount will be calculated before the TGE by the DI FOUNDATION at its own discretion. Registered Contributors can apply to become an Early Contributor, sign an Early Contribution Agreement upon agreement with DI FOUNDATION and register with a different amount, however without any guarantee that they in fact will be able to contribute their desired amount. If the Maximum Contribution Amount has not been contributed during the first phase, a second phase will be conducted. In the second phase, registered Contributors (including Early Contributors) may contribute up to the Maximum Contribution Amount. The registration process is designed for up to ten thousand [10,000] registrations. DI FOUNDATION cannot guarantee that registrations exceeding this amount can be accepted.

27 Contributions in ETH must be made directly to the smart contract system (“Smart Contract System”, “SCS”) provided by the DI FOUNDATION (“Smart Contract”). The technical details will be published in due time before the TGE.

28 For every successfully made Contribution in ETH, the corresponding amount in DIP shall be created and allocated by the Smart Contract System to the address used for the Contribution (“Contribution Wallet”). The conversion rate ETH/DIP will be communicated by a separate announcement as soon as it has been determined (see above para. 25). Contributor therefore shall assure to use a Contribution Wallet to which the Smart Contract System can send back DIP Tokens (e.g. not an address of a currency exchange

like Poloniex, Coinbase, Bitfinex etc.). If the Contributor fails to do so, he will not gain access to the DIP created.

- 29 Any ETH Contribution to DI FOUNDATION without using the SCS will not lead to an allocation of DIP. DI FOUNDATION is aware that Contributors may be able to participate via exchangers and other intermediaries. For the sake of clarity, it has to be stated that DI FOUNDATION does not assume any responsibility arising from this relationship.
- 30 The information recorded by the SCS regarding the Contributions, especially source, amount, value and timing, will be used by the SCS in order to allocate DIP to the respective Contributor according to para. (28).
- 31 During the Contribution Period, the DI FOUNDATION team (everyone involved with the execution of this Contribution process), may at any time stop the contribution function for security reasons. As long as such contribution freeze is upheld or if the Contribution Period is aborted, no further Contribution will be possible. The Contribution Period can be resumed by the DI FOUNDATION Team, as soon as it decides, according to its own discretion, that the security issues have been resolved.

#### 4.4. DIP Allocation

- 32 The maximum amount of DIP Tokens created is 1,000,000,000 [1 billion] (Total Token Supply, in the SCS: totalSupply). The allocation of DIP Tokens takes place as set forth below:

**Pool A** consisting of a maximum of 30 [thirty] % of the DIP Tokens, i.e. a maximum of DIP 300 million [DIP 300,000,000]. DIP Tokens of Pool A will be created during the Contribution Period and will be allocated to Contributors (including Early Contributors) during the TGE (Public Pool Token). In addition to the DIP Tokens allocated to them as a result of the TGE, Early Contributors who have signed an Early Contribution Agreement and who have agreed to lock up the allocated DIP Tokens for twelve [12] consecutive months after the TGE shall receive an additional ten [10] % of the already allocated DIP Tokens as a long-term commitment bonus ("Bonus"). In addition, the first Early Contributors who have signed the Early Contribution Agreement up to a total sum of contributions of USD 10 million [USD 10,000,000] (i.e. all the individual Contributions from the first Early Contributors *together* amount to USD 10 million) and who agree as well to lock up the allocated DIP Tokens for twelve [12] consecutive months after the TGE shall receive an additional fifteen [15] % of the already allocated DIP Tokens as an early commitment bonus ("Additional Bonus"). The Bonus and Additional Bonus amount together to a total of twenty-five [25] % of the DIP Tokens allocated as a result of the TGE. The Bonus and Additional Bonus Tokens will be locked for 12 consecutive months.

**Pool B** consisting of a maximum of 15 [fifteen] % of the DIP Tokens, i.e. maximal DIP 150 million [DIP 150,000,000]. DIP Tokens of Pool B will be created after the end of the Contribution Period and will be allocated to the team and further early supporters. The DIP Tokens allocated to the team will have a 12-month lock-up period (Early Supporters Pool Token).

**Pool C** consisting of 10 % of the DIP Tokens, i.e. DIP 100 million [DIP 100,000,000]. DIP Tokens of Pool C will be created after the end of the Contribution Period, will be allocated to the founders and will have a 24-month lock-up period (Founders Pool Token).

**Pool D** consisting of a minimum of 45 [fortyfive]% of the DIP Tokens, i.e. a minimum of DIP 450 million [DIP 450,000,000], as well as all residual Tokens of the Total Token Supply, and reduced by the amount of Bonus Tokens of Pool A, that were not created and allocated to other Pools. DIP Tokens of Pool D will be created after the end of the Contribution Period and will be allocated to the DI FOUNDATION, to be used for future strategic plans for the created ecosystem, to fund platform, application or business development and bounties, as remuneration for persons providing support during the TGE and as a reserve for the DI FOUNDATION (Foundation Pool Token).

- 33 The SCS has an implemented "Pause-Function". Upon deactivation of this Pause-Function by DI FOUNDATION, the DIP will become transferable for the relevant Contributor.
- 34 Should a minimum contribution necessary for the planned development of the DI Plattform not be reached by the end of the Contribution Period, DI FOUNDATION may in its own discretion decide to amend and limit the intended activities. In such a case, there would be no refund of the Contribution.
- 35 Once ETH in the equivalent of USD 30 million [USD 30,000,000] have been contributed ("Maximum Contribution Amount"), the SCS shall automatically reject any further transfers.

## **5. DI FOUNDATION Project Execution**

- 36 All Contributions made to DI FOUNDATION will be held for security reasons in a multisignature wallet, whose keys will be controlled by authorized officers of DI FOUNDATION or trusted third parties. All Contributions made to the SCS will be forwarded as donations to the DI Foundation.
- 37 The Contributor understands and accepts that he may not have any expectation of influence over governance on the DI FOUNDATION.
- 38 DI FOUNDATION has the right to engage subcontractors to perform the entire or partial development and execution of the DI Platform.
- 39 The Contributor understands and accepts that the DI Platform will need to go through substantial development works as part of which it may become subject of significant conceptual, technical and commercial changes before release.

## 6. Audit of the SCS

40 The SCS have been, on a reasonable effort basis, audited and approved by technical experts with regard to their functionality. The technical experts have further confirmed that the SCS have, with regard to both accuracy and security, been programmed according to the current state of the art.

41 However, the Contributor understands and accepts that the used software and technology is still in an early development stage and its application of experimental nature which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, while the audit conducted raises the level of security and accuracy, the Contributor understands and accepts that the audit does not amount to any form of warranty, including direct or indirect warranties that the SCS are fit for a particular purpose or do not contain any weaknesses, vulnerabilities or bugs which could cause, inter alia, the complete loss of ETH and/or DIP.

## 7. Risks

42 The Contributor understands and accepts the risks in connection with the Contribution to DI FOUNDATION, and/or with the allocation, use and ownership of DIP, as exemplary set forth above and hereinafter. In particular, but not concluding, the Contributor understands the inherent risks listed hereinafter:

- **Risk of software weaknesses:** The Contributor understands and accepts that the underlying software application and software platform, the DI Platform, the DIP protocol, the Contribution Software, the SCS and other involved software and technology and technical concepts and theories are still in an early development stage and unproven, why there is no warranty that the process for receiving, use and ownership of DIP will be uninterrupted or error-free and why there is an inherent risk that the software and related technologies and theories could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of DIP.
- **Regulatory risk:** The Contributor understands and accepts that the blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the SCS and which may, inter alia, result in substantial modifications of the DI Platform, including its termination and the loss of DIP for the Contributor. Further, the Contributor accepts and bears risks with respect to US regulations that may regulate Contribution and/or potential custody of DIPs.
- **Risk of abandonment / lack of success:** The Contributor understands and accepts that the allocation of the DIP and the development of the DI Platform may be abandoned for a number of reasons, including lack of interest from industry and/or the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). The Contributor therefore understands that there is no

assurance that, even if the DI Platform is partially or fully developed and launched, the Contributor will receive any functionality through the DIP held by him.

- **Risk associated with other applications:** The Contributor understands and accepts that the DI Platform may give rise to other, alternative projects, promoted by unaffiliated third parties, under which DIP will have no intrinsic value.
- **Risk of loss of private key:** DIP may only be accessed using a private key that corresponds to the address at which it is stored. Contributor understands and accepts that if his private key, or the “seed” used to create his address and corresponding private key got lost or stolen, the obtained DIP associated with the Contributor’s address will be unrecoverable and will be permanently lost.
- **Risk of theft:** The Contributor understands and accepts that the underlying software application and software platform, the DI Platform, The DIP protocol, the Contribution Software, the SCS, other involved software, other technology components and/or platforms may be exposed to attacks by hackers or other individuals that could result in theft or loss of DIP, or the theft or loss of Contributions, impacting the ability to develop and launch the DI Platform.
- **Risk of blockchain mining attacks:** The Contributor understands and accepts that, as with other public blockchain based systems that depend upon independent miners, the DI Platform may be susceptible to mining attacks including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks. Any successful attacks present a risk to the DI Platform, expected proper execution and sequencing of DIP transactions, and expected proper execution and sequencing of software computations.
- **Risk of governance attacks and failure:** The Contributor understands and accepts that the DI Platform may use an in-built decentralized governance system (“Governance System”). For these reasons, it is possible that the Governance System adopts proposals that have an adverse effect on the useful functioning of the DI Platform and/or the value of DIP. If the Governance System is attacked, or becomes controlled either directly or indirectly by some party who makes unwise decisions, or the community generally makes unwise decisions, the value of DIP held by a Contributor might be greatly reduced or even permanently lost.

## 8. Taxation

<sup>43</sup> The Contributor bears the sole responsibility to determine if his Contribution to DI FOUNDATION, the allocation, use or ownership of DIP, the potential appreciation or depreciation in the value of DIP over time (if any), the sale and purchase of DIP and/or any other action or transaction related to the DI Platform have tax implications for him.

<sup>44</sup> By donating to DI FOUNDATION, and/or by receiving, using or holding DIP, and to the extent permitted by law, the Contributor agrees not to hold any third party (including developers, auditors, contractors or founders) liable for any tax liability associated with or

arising from the Contribution to DI FOUNDATION, the allocation, use or ownership of DIP or any other action or transaction related to the DI Platform.

## **9. No Liability**

45 The Contributor acknowledges and agrees that, to the fullest extent permitted by any applicable law, the Contributor will not hold DI FOUNDATION, any developers, auditors, contractors or founders and/or the DI Platform liable for any and all damages or injury whatsoever caused by or related to the use of, or the inability to use, the Contribution Software, the SCS, the DIP or the DI Platform under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence) and that developers, auditors, contractors or founders of the Contribution Software, the SCS, the DIP or the DI Platform shall not be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or the inability to use of the Contribution Software, the SCS, the DIP or the DI Platform.

46 The Contributor further specifically acknowledges that developers, auditors, contractors or founders of the Contribution Software, the SCS, the DIP or the DI Platform are not liable, and the Contributor agrees not to seek to hold them liable, for the conduct of third parties, including other creators of DIP, and that the risk of creating, holding and using DIP rests entirely with the Contributor.

47 By receiving, holding or using DIP, and to the extent permitted by law, the Contributor agrees not to hold any third party (including developers, auditors, contractors or founders) liable for any regulatory implications or liability associated with or arising from the allocation, ownership or use of DIP or any other action or transaction related to the DI Platform.

## **10. Miscellaneous**

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

49 The Contribution Software and the DIP protocol are located in Switzerland. Consequently, the contribution procedure, the DIP creation and DIP allocation is considered to be executed in Switzerland.

50 The Terms govern the Contributions to DI FOUNDATION, and the allocation, use and holding of DIP and supersede any public statements about the launch of DI Platform and/or the DIP made by anyone in the past, present and future.

51 The applicable law is Swiss law. Any dispute arising out of or in connection with the creation of the DIP and the development and execution of the DI Platform shall be

exclusively and finally settled by the ordinary courts of the registered domicile of the defendant.

<sup>52</sup> The DI FOUNDATION will act according to regulations and guidelines by the Swiss Financial Market Supervisory Authority (Eidgenössische Finanzmarktaufsicht, "FINMA"). Additional conditions potentially requested by FINMA may lead to an adjustment of these Terms.

April 19th, 2018



Exhibit A

Events listed in Rule 506(d)(1) of Regulation D under the U.S. Securities Act of 1933

Do any of the following apply to Contributor? If yes, you may not contribute to the project under this Addendum or the Agreement.

- (i) Has been convicted, within ten years before such sale (or five years, in the case of issuers, their predecessors and affiliated issuers), of any felony or misdemeanor:
  - (A) In connection with the purchase or sale of any security;
  - (B) Involving the making of any false filing with the U.S. Securities and Exchange Commission ("Commission"); or
  - (C) Arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;
- (ii) Is subject to any order, judgment or decree of any court of competent jurisdiction, entered within five years before such sale, that, at the time of such sale, restrains or enjoins such person from engaging or continuing to engage in any conduct or practice:
  - (A) In connection with the purchase or sale of any security;
  - (B) Involving the making of any false filing with the Commission; or
  - (C) Arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;
- (iii) Is subject to a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations, or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the U.S. Commodity Futures Trading Commission; or the National Credit Union Administration that:
  - (A) At the time of such sale, bars the person from:
    - (1) Association with an entity regulated by such commission, authority, agency or officer;
    - (2) Engaging in the business of securities, insurance or banking; or
    - (3) Engaging in savings association or credit union activities; or
  - (B) Constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative or deceptive conduct entered within ten years before such sale;
- (iv) Is subject to an order of the Commission entered pursuant to section 15(b) or 15B(c) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78o(b) or 78o-4(c)) or section 203(e) or (f) of the Investment Advisers Act of 1940 (15 U.S.C. § 80b-3(e)) or (f) that, at the time of such sale:

- (A) Suspends or revokes such person's registration as a broker, dealer, municipal securities dealer or investment adviser;
  - (B) Places limitations on the activities, functions or operations of such person; or
  - (C) Bars such person from being associated with any entity or from participating in the offering of any penny stock;
- (v) Is subject to any order of the Commission entered within five years before such sale that, at the time of such sale, orders the person to cease and desist from committing or causing a violation or future violation of:
- (A) Any scienter-based anti-fraud provision of the federal securities laws, including without limitation section 17(a)(1) of the Securities Act of 1933 (15 U.S.C. § 77q(a)(1)), section 10(b) of the Securities Exchange Act of 1934 (15 U.S.C. § 78j(b)) and 17 CFR § 240.10b-5, section 15(c)(1) of the Securities Exchange Act of 1934 (15 U.S.C. § 78o(c)(1)) and section 206(1) of the Investment Advisers Act of 1940 (15 U.S.C. § 80b-6(1)) or any other rule or regulation thereunder; or
  - (B) Section 5 of the Securities Act of 1933 (15 U.S.C. § 77e);
- (vi) Is suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade;
- (vii) Has filed (as a registrant or issuer), or was or was named as an underwriter in, any registration statement or Regulation A offering statement filed with the Commission that, within five years before such sale, was the subject of a refusal order, stop order or order suspending the Regulation A exemption, or is, at the time of such sale, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued; or
- (viii) Is subject to a United States Postal Service false representation order entered within five years before such sale, or is, at the time of such sale, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations.