

CINDICATOR LTD TOKEN SALE TERMS

PLEASE READ THESE TOKEN SALE TERMS CAREFULLY. NOTE THAT SECTION 18 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE TOKENS.

Your purchase of CND tokens (“**Tokens**”) during the Token Sale (as defined below) from Cindicator LTD, a private limited company organized under the laws of Gibraltar, acting as the issuer of CND Tokens, and Vote, Inc., a Delaware Corporation, acting as the operating company, (referred together as the “**Company**,” “**we**,” or “**us**”) is subject to these terms of sale (“**Terms**”). Each of you and Company is a “**Party**” and, together, the “**Parties**.”

By purchasing Tokens from us during the Token Sale, you will be bound by these Terms and any terms incorporated by reference. If you have any questions regarding these Terms, please contact us at hello@cindicator.com.

You and Company agree as follows:

1. **Commencement and Duration of Token Sale.**

(a) The Company will not sell Tokens in a traditional public crowdsale. Instead, the Company will sell its Tokens to pre-approved White List participants in four distinct stages or tiers (each a “Tier”). Each Tier is different in regard of the maximum and the minimum amount of individual contribution by such Tier’s purchasers. Each Tier will have the same Token price (in USD equivalent). There are no bonuses or discounts available to any Tier.

(b) Each Tier will be purchasing Tokens in order one after another. This ensures an orderly token sale process, without artificial rush or high pressure sales tactics. Each Tier has its own maximum cap, allowing all of such Tier’s White List participants to purchase their allotted Tokens.

(c) Full address of the Company’s ETH contract for each Tier will be published only on the Token Sale lending page. Parts of the ETH contract will also be published on the Company’s Twitter, Telegram channel and in the email sent to each Tier’s White List participants. Please make sure that the ETH address on the website you see consists of the parts published by the Company’s Twitter, Telegram channel and in the email you received. Please do not send any ETH to the address if you see any discrepancies.

(d) Each Tier is only accessible for approved White List participants – we will add their ETH addresses to the Company smart contract and only such addresses will be able to purchase Tokens.

(f) The maximum hard cap of this Token Sale remains unchanged – it is USD \$15,000,000.

2. **Eligibility.**

(a) **White-Listing Process.** In order to be eligible to participate in the Token Sale and to log into the Token Sale portal to make a purchase, you will have to undergo our white-listing process to verify that you are a unique individual or entity (“**White-Listing Process**”). On the Token Sale portal via the www.cindicator.com website, you will be prompted to provide us with your full name or the name of an entity you represent, address and country of residence, if any, and email address (your “**User Credentials**”). In addition, you will be asked to indicate the amount in USD you are planning to contribute to Tokens and your public Ethereum wallet address. You may choose to share some optional information with us such as your public LinkedIn account, your public Twitter account, your professional background, Cindicator’s products and services you might be interested in, your thoughts on how you can contribute to our Ecosystem. Once you submit the form with all mandatory information, we will process it and send an email to your email address provided in order to verify it. You need to have access to your email address in order to verify it. You will have to click on a unique link provided in our email to start Token Sale process.

(b) **Token Receipt Address.** You must also have an Ethereum wallet that supports the ERC-20 token standard in order to receive any Tokens you purchase from us and provide the address for that wallet (the “**Token Receipt Address**”). We reserve the right to prescribe additional guidance regarding specific wallet requirements.

3. **Purchase and Sale of Tokens.**

(a) **Price; Payment Currencies.** The USD price per Token is \$0.01 (“**Price Per Token**”). While the Price Per Token is set in USD, you must pay for Tokens in Ethereum (“**ETH**”) (a “**Payment Currency**”).

(b) **Purchase Procedure.** At the time and dates indicated at the welcoming email, you will have an option to follow a unique link provided in the welcoming email (“**Unique Link**”). You will be prompted to select a number of Tokens for purchase within stated limits. After you have selected a number of Tokens, the Token Sale portal will display the Exchange Rate (as defined below) that will be applied to calculate your Purchase. We reserve the right, in our sole discretion, to modify any of the procedures described herein to account for network congestion or other technical challenges.

(c) **Purchase Price.** Your quoted “**Purchase Price**” in ETH is equal to the USD value of your price per Token (e.g., \$0.01) divided by the Exchange Rate (as defined below). The “**Exchange Rate**” will be the exchange rate fixed by the Company such that for each Tier the Purchase Price of each Token equals \$0.01 in USD equivalent. When calculating the Exchange Rate between USD and your selected Payment Currency, the Company will rely on coinmarketcap.com within approximately from one (1) to twelve (12) hours prior to the time of the start of the purchase period for each Tier.

(d) **Purchase Price Must Be Received in Full Within the Tier Purchase Period.** If we have not received the payment of the full Purchase Price in accordance with these Terms within the purchase period for your applicable Tier, as disclosed to you by the Company, we reserve the right to void your purchase request and refuse to accept your payment of the Purchase Price. For the avoidance of doubt, the Purchase Price will be deemed to be paid in full once we have received three (3) network confirmations of the transaction. We reserve the right, in our sole discretion, to modify any of the timelines described herein to account for network congestion or other technical challenges.

(e) **Payment of Purchase Price.** You must pay the Purchase Price by sending the correct quantity of ETH to the unique address displayed to you via the Token Sale portal. Your purchase is not guaranteed until we receive the full amount of the Purchase Price.

(f) **User Credentials and Unique Link to Purchaser.** You agree not to share your User Credentials and your Unique Link provided in the welcoming email with any other person for the purpose of facilitating their unauthorized access to the Token Sale. If you do share your User Credentials or your Unique Link with anyone we will consider their activities to have been authorized by you. You alone are responsible for any acts or omissions that occur during the Token Sale through the use of your User Credentials or your Unique Link. We reserve the right to suspend or block your access to the Token Sale upon suspicion of any unauthorized access or use, or any attempt thereof, by anyone using your User Credentials or your Unique Link.

(g) **Delivery of Tokens.** Company will deliver the quantity of Tokens you purchase within six (6) hours of your purchase. However, the purchased Tokens will be locked for transfer until October 12, 2017 (provided, however, that the Company reserves the right to extend the Token lock period for up to two (2) additional weeks if necessary to address any unanticipated technical difficulties). For the avoidance of doubt, any such extension shall not affect the obligation of the Company and you to make and take delivery, respectively, of Tokens purchased.

(h) **Suspension of Token Sale.** At any time during the Token Sale and at its sole discretion, Company may by notice on its website mentioned in Section 3(b) above, temporarily or permanently suspend the Token Sale portal for security reasons and such suspension shall take effect from the moment of publication of such notice until the same is updated or removed from its website (“**Suspension Period**”). You agree not to send any contributions in any Payment Currency during such a Suspension Period and accept the risk that any contribution sent during such a Suspension Period may be lost in its entirety. Company is not responsible or liable for returning or refunding any losses incurred by you due to sending a contribution during a Suspension Period.

4. **Purpose and Use of Tokens in the Ecosystem.**

(a) The purpose of the Tokens is to facilitate creation of a decentralized ecosystem of Hybrid Intelligence for more efficient asset management (the “**Ecosystem**”) where Token holders can obtain a certain level of access to trading and Cindicator’s indicators, indexes,

data, services, information, and analytical products (the “**Services**”). The level of access and the available products and tools will depend on the quantity of Tokens in possession of a holder. Additional information regarding the Ecosystem, the Services, and the Company is summarized in Exhibit A and further described in the Whitepaper available at https://cindicator.com/Cindicator_WhitePaper_en.pdf (the “**Whitepaper**”).

(b) Purchase, ownership, receipt, or possession of Tokens carries no rights, express or implied, other than the expectation to use Tokens as a means to enable usage of and interaction with Services enabled by the Ecosystem, if successfully completed and deployed. In particular, you understand and accept that Tokens do not represent or confer any ownership right or stake, share, security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the Ecosystem and/or Company and its corporate affiliates, other than any rights relating to the provision and receipt of Services in the Ecosystem, subject to these Terms. The Tokens are not intended to be a digital currency, security, commodity, bond, debt instrument or any kind of financial instrument or investment carrying equivalent rights, nor are the Tokens intended to represent any form of money or legal tender in any jurisdiction, nor any representation of money (including electronic money). Accordingly, any protections offered by applicable law in relation to the purchase, holding and/or sale of the instruments and/or investments referred to in this Section (b) shall not apply to any contribution made under these Terms for the purchase of Tokens or to your holding or sale of Tokens.

5. **Possible Migration of Tokens.**

(a) The Tokens are being created as ERC-20 tokens on the Ethereum protocol. We reserve the right to migrate the ERC-20 based Tokens (the “**Pre-existing Tokens**”) to another protocol and to generate replacement Tokens on the new protocol (the “**Replacement Tokens**”) in the future, should we determine, in our sole discretion, that doing so is necessary or useful to the operation of the Ecosystem.

(b) Should we decide to migrate the Tokens, we will notify you via the email address you provided to us at the time of the Token Sale. You are solely responsible for updating us should your contact information change.

6. **Scope of Terms.**

(a) Unless otherwise stated herein, these Terms only govern your purchase of Tokens from Company during the Token Sale.

(b) Any use of Tokens in connection with providing or receiving Services in the Ecosystem may be governed by other applicable terms and conditions and policies.

(c) **Cancellation: Refusal of Purchase Requests.** All purchases of Tokens from us during the Token Sale are final, and there are no refunds or cancellations except as set forth herein or as may be required by applicable law or regulation. We reserve the right to refuse or cancel Token purchase requests at any time in our sole discretion. To the extent the Company, in its sole discretion, decides to make a refund, any refunds will be made in the

Payment Currency not in USD. We are not responsible for any delays, losses, costs, non-delivery of refunds or of Tokens, or other issues arising from the failure to provide, or providing an inaccurate or incomplete Refund Address or Token Receipt Address.

7. **Token Creation and Allocation.** Important information about the Company's creation and intended use of the Tokens is provided in Exhibit B. By purchasing Tokens, you acknowledge that you have read, understand, and have no objection to Exhibit B.

8. **Acknowledgment and Assumption of Risks.** You acknowledge and agree that there are risks associated with purchasing, owning, and using Tokens for the provision or receipt of Services in the Ecosystem, as disclosed and explained in Exhibit C. BY PURCHASING TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

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

10. **Personal Information.** We may determine, in our sole discretion, that it is necessary to obtain certain information about you in order to comply with applicable laws or regulations in connection with selling Tokens to you. You agree to provide us such information promptly upon request and acknowledge that we may refuse to sell Tokens to you until you provide such requested information and we have determined that it is permissible to sell you Tokens under applicable laws or regulations.

11. **Taxes.** Any amounts that you pay for Tokens are exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of Tokens, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from the your purchase of Tokens.

12. **Representations and Warranties.** By sending ETH to purchase Tokens from us, you represent and warrant that:

(a) You have read and understand these Terms (including all Exhibits):

(b) YOU ACKNOWLEDGE AND AGREE THAT THERE ARE RISKS ASSOCIATED WITH PURCHASING TOKENS, OWNING TOKENS, AND USING TOKENS FOR THE PROVISION OR RECEIPT OF SERVICES IN THE ECOSYSTEM INCLUDING (BUT NOT NECESSARILY LIMITED TO) THE RISKS DESCRIBED IN EXHIBIT C:

(c) You have sufficient understanding of technical and business matters (including those that relate to the Services and Ecosystem), cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand these Terms and to appreciate the risks and implications of purchasing Tokens;

(d) You understand the restrictions and risks associated with the creation of Tokens as set forth herein, and acknowledge and assume all such risks;

(e) You have obtained sufficient information about the Tokens, the Services and the Ecosystem to make an informed decision to purchase Tokens;

(f) You understand that the Tokens confer only the right to provide and receive Services in the Ecosystem (and potentially contribute to the technical development of the Ecosystem), and confer no other rights of any form with respect to the Ecosystem or the Company, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;

(g) You are purchasing Tokens solely for the purpose of receiving Services, participating in the Ecosystem, and supporting the development, testing, deployment and operation of the Ecosystem, being aware of the commercial risks associated with the Company and the Ecosystem. You are not purchasing Tokens for any other purposes, including, but not limited to, any investment, speculative or financial purpose;

(h) Your purchase of Tokens complies with applicable laws and regulations in your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction for the purchase of the Tokens and entering into contracts with the Company, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;

(i) You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of Tokens;

(j) 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);

(k) You are not citizen, lawful permanent resident or domiciled in the United States of America, Singapore, China, or in any jurisdiction or country where such distribution of Tokens or use would be contrary to any law or regulation, or which would subject the Company, including their affiliates, or any of their products or services to any registration, licensing or other authorization requirement within such jurisdiction or country; and

(l) You are not (i) a citizen or resident of a geographic area in which access to or use of the Services or the acceptance of delivery of the Tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to the U.S. or other sovereign country sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Services. If you are registering to use the Services on behalf of a legal entity, you further represent and warrant that (i) such legal entity is duly organized and validly existing

under the applicable laws of the jurisdiction of its organization, and (ii) you are duly authorized by such legal entity to act on its behalf.

(m) making a contribution and receiving Tokens under these Terms is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject and any contribution shall be made in full compliance with applicable laws (including, but not limited to, in compliance with any tax obligations to which you may be subject in any relevant jurisdiction);

(n) any contribution to be made by you for the purchase of Tokens is not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing activities;

(o) you shall not use the Tokens to finance, engage in, or otherwise support any unlawful activities;

(p) your Payment Currency shall be transferred to Company from a digital wallet that:

- i. is registered in your name or in the name of a person who is duly authorized by you to transfer the Payment Currency and is eligible to do so under Section 2;
- ii. is not located in or that is not registered in the name of a person located in or resident of any country or territory that has been designated by the Financial Action Task Force as a “non-cooperative country or territory”.

13. **Indemnification.**

(a) To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Company and our respective past, present and future employees, officers, directors, contractors, consultants, attorneys, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “**Company Parties**”) from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys’ fees) that arise from or relate to (i) your purchase or use of the Tokens, (ii) your responsibilities or obligations under these Terms, (iii) your violation of these Terms, or (iv) your violation of any rights of any other person or entity.

(b) Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 14(a). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

14. **Disclaimers.**

(a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) THE 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 TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, (B) WE DO NOT REPRESENT OR WARRANT THAT THE TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE TOKENS WILL BE CORRECTED, AND (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

(b) 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 14 may not apply to you.

(c) Neither these Terms nor the Whitepaper constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction. Tokens should not be acquired for speculative or investment purposes with the expectation of making a profit on immediate or future re-sale.

(d) No regulatory authority has examined or approved of any of the information set out in these Terms and/or the Whitepaper. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of these Terms and/or the Whitepaper does not imply that applicable laws, regulatory requirements or rules have been complied with.

15. **Limitation of Liability.**

(a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (I) IN NO EVENT WILL THE 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 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 THE

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 TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR THE TOKENS.

(b) THE LIMITATIONS SET FORTH IN SECTION 16(a) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE COMPANY.

(c) Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section 16 may not apply to you.

16. **Release.** To the fullest extent permitted by applicable law, you release the Company and the other 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 participants in the Ecosystem and the acts or omissions of any third parties.

17. **Dispute Resolution: Arbitration.**

(a) **Binding Arbitration.** Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “**Disputes**”) in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company (i) waive your and the Company’s respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and the Company’s respective rights to a jury trial. Instead, you and the Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

(b) **No Class Arbitrations, Class Actions or Representative Actions.** Any Dispute arising out of or related to these Terms is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

(c) **Gibraltar Arbitration Act.** The enforceability of this Section 18 will be both substantively and procedurally governed by and construed and enforced in accordance with the Gibraltar Arbitration Act 1895, to the maximum extent permitted by applicable law.

(d) **Notice: Informal Dispute Resolution.** Each Party will notify the other Party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to

the Company shall be sent by e-mail to the Company at hello@cindicator.com. Notice to you shall be by email to the email address you provide to us as part of the White-Listing process. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and the Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or the Company may, as appropriate and in accordance with this Section 18, commence an arbitration proceeding or, to the extent specifically provided for in Section 18(a), file a claim in court.

(e) **Process.** Any arbitration will occur in Gibraltar and in the English language. Arbitration will be conducted confidentially by a single arbitrator in accordance with the Gibraltar Arbitration Act, which is hereby incorporated by reference. The courts of competent jurisdiction located in Gibraltar will have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

(f) **Authority of Arbitrator.** Subject to the Gibraltar Arbitration Act and these Terms, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

18. **Governing Law and Venue.** These Terms will be governed by and construed and enforced in accordance with the laws of Gibraltar, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out or relating to these Terms or its subject matter or formation (including non-contractual Disputes or claims) that is not subject to arbitration shall be exclusively resolved by the courts of Gibraltar.

19. **Severability.** If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

20. **Data Protection.**

(a) As part of the White-Listing Process, we may request certain information from you, such as your User Credentials and Additional User Information, as well as additional information in order to verify your identity. This may require us to request documents to include, but not be limited to, certified copies of documents verifying: (i) your identity; (ii) your address; (iii) the source of your wealth; (iv) the source of funds used for the purposes of acquiring Tokens; and (v) any other documents or data from which you can be identified. Your User Credentials, Additional User Information as well as the items referred to in sub-paragraphs (i) to (v) of this Section 20(a) shall hereinafter be referred to as your "**Personal Data**".

(b) Company will not disclose your Personal Data except as expressly permitted under these Terms and otherwise only with your prior consent. However, we may be required to disclose your Personal Data and/or certain other information about you to relevant competent authorities to the extent required by law or by an Order of a Court or competent authority. By accepting these Terms, you expressly agree and consent to your Personal Data being disclosed to such third parties to any extent required for the purposes of compliance with applicable law.

(c) Company will process your Personal Data in accordance with the Data Protection Act 2004, as may be amended (“**Data Protection Act**”), and you agree that we, as the data controller, may directly or through our service providers or agents process your Personal Data for any one or more of the following purposes:

- i. the purchase the Tokens pursuant to these T&Cs;
- ii. providing you with information about us and our range of services;
- iii. compliance with relevant ‘Know Your Client’ and Anti-Money Laundering requirements under applicable law;
- iv. management of enquiries and complaints;
- v. processing of transactions related to the Token Sale;
- vi. opening, maintaining or operating a bank account in the Company’s name;
- vii. subject to this Section 20, resolving any disputes with you;
- viii. producing summary information for statistical, regulatory and audit purposes; or
- ix. any other reasonable purposes in accordance with applicable law.

(d) Under the Data Protection Act you have a right to access your Personal Data held by us, and it is your responsibility to inform us of any changes to your Personal Data to ensure such data remains accurate. You also have a right to object to your Personal Data being processed for the purposes of direct marketing. You agree to provide a written request to us should you wish to enforce these rights.

(e) You agree that we may, for the purposes set out in Section 20(c), permit the transfer of your Personal Data to any jurisdiction, whether or not inside the European Economic Area, and that by accepting these Terms you are authorizing and expressly consent to the processing of your Personal Data by us, our agents and/or our service providers, provided that where your Personal Data is processed by entities other than us, our agents or our service providers, we shall seek your prior written consent in respect of such processing.

(f) You acknowledge, accept and understand that these Terms, insofar as they relate to the controlling and processing of your Personal Data by the Company and/or its agents or service providers are only relevant to the processing of your Personal Data for the purposes set out in Section 20(c), and that you may be requested to sign and/or agree to a separate and additional agreement and/or additional terms and conditions (any of these a “**Supplementary Agreement**” and together “**Supplementary Agreement(s)**”) in order to access

any future Ecosystem or platform or application and provide or receive Services or otherwise use and interact with the Ecosystem (as more particularly described in Exhibit A). Such Supplementary Agreement(s) will govern the Terms under which your Personal Data is collected, stored and processed (as well as your individual rights under applicable data protection laws) in connection with your use of the Ecosystem.

21. **Miscellaneous.**

These Terms constitute the entire agreement between you and us relating to your purchase of Tokens from us. We may assign our rights and obligations under these Terms. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. We will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control. Purchasing Tokens from us does not create any form of partnership, joint venture, or any other similar relationship between you and us. Except as otherwise provided in herein, these Terms are intended solely for the benefit of you and us and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, will be provided in electronic form.

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EXHIBIT A

Description of the Company, Ecosystem, and Tokens

Cindicator LTD, a private limited company organized under the laws of Gibraltar, acting as the issuer of CND Tokens, and Vote, Inc., a Delaware Corporation, acting as the operating company, (referred together as the “**Company**”) were founded by CEO Mikhail Brusov, CTO Yuri Lobyntsev, and COO Artem Baranov. The Company currently offers access to Cindicator’s indicators, ratings, and internal analytical products available worldwide and seeks to develop a decentralized Hybrid Intelligence platform for more efficient asset management (the “Ecosystem”). To facilitate the internal economics of the Ecosystem, the Company introduces a token of utility for that Ecosystem known as the CND Token or “**CND.**” The Ecosystem is intended to allow CND holders exclusive access to the following parts of the infrastructure:

- indicators of traditional markets and crypto-markets (the probability of the rise or fall of asset prices, the probability of beating consensus in corporate and macroeconomic events, indicators certain price levels being reached, and indicators of the probability of significant events influencing the market);
- auxiliary service products for trading (Telegram and Slack bots, notices, and portfolio monitoring products);
- analytical products (ICO ratings, market condition analysis, ICO due diligence, and investor portfolio analysis);
- market indices and sentiments generated by Hybrid Intelligence.

When created, CND will be based on the Ethereum protocol and conform to the ERC-20 standard. Prior to the Token Sale, Company will create and deploy an Ethereum-based smart contract, which creates and maintains a ledger that maps Ethereum addresses to Token balances and implements this ERC-20 standard.

Users may use their CND to purchase services from the Company, including some or all of the exclusive services currently available. Moreover, the Company anticipates the Ecosystem will develop in such way that the Company and third-party providers will utilize it to offer their products and services to Ecosystem participants in exchange for CND. As a result, the utility of CND may grow over time to the extent that more participants and services are added to the Ecosystem.

Additionally, the Company reserves the right to modify features, functionalities, or development plans for any products or services that it may make available to Ecosystem participants in its sole and absolute discretion.

For further information on the Ecosystem, the Services, and the Company, see the Whitepaper available at https://cindicator.com/Cindicator_WhitePaper_en.pdf. Information in the Whitepaper and on the Company’s website are of a descriptive nature only, and do not, unless explicitly incorporated herein, form part of these Terms.

EXHIBIT B

Creation and Allocation of Tokens by Company

Company will create CND Tokens to be allocated as follows:

- (a) 75% will be made available for the Token Sale (the **“Sale Tokens”**).
- (b) 20% will be allocated to the Company (the **“Company Inventory”**), for its use.
 - (i) Once unlocked, Company reserves the right to use the Company Inventory for any purposes at its sole discretion.
- (e) 5% will be used to promote adoption of the Ecosystem via rewards and other incentives for participants (the **“Incentivization Supply”**). Some of the ways in which Company anticipates using the Incentivization Supply may include:
 - (i) Early adopters in the form of commercial partners (**“Partners”**) who implement Company’s solution will receive free Tokens from the Incentivization Supply, enabling them to pay some fees in Tokens and to benefit from any rise in utility brought about by greater adoption of the Ecosystem.
 - (i) Users, including current Cindicator forecasters and participants of “Bounty program” may also receive Tokens from the Incentivization Supply.
 - (ii) Company reserves the right to prescribe lockup requirements regarding the Incentivization Supply Tokens distributed to Partners or Users.

EXHIBIT C

Certain Risks Relating to Purchase, Sale, and Use of Tokens

Important Note: *As noted elsewhere in these Terms, the Tokens are not being structured or sold as securities or any other form of investment product. Accordingly, none of the information presented in this Exhibit C is intended to form the 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 this Exhibit C, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information.*

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

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

2. Risks Associated with the Ethereum Protocol

Because Tokens and the Ecosystem are based on the Ethereum protocol, any

malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the Ecosystem or Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Tokens and the Ecosystem, including the utility of the Tokens for obtaining Services, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol. Smart contracts concepts, the underlying software application and software platform (i.e. the Ethereum blockchain) is still in an early development stage and unproven. There is no warranty or assurance that the process for creating Tokens will be uninterrupted or error-free and there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses or bugs causing, inter alia, the complete loss of ETH contributions and/or Tokens.

3. *Risk of Mining Attacks*

As with other decentralized cryptographic tokens based on the Ethereum protocol, the Tokens are susceptible to attacks by miners in the course of validating 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 the Ecosystem and the Tokens, including, but not limited to, accurate execution and recording of transactions involving Tokens. You understand and accept that the network of miners will ultimately be in control of the delivery of the tokens via the smart contract mechanism, and that a majority of miners could agree at any point to make changes, updates, modifications to, or effect a deletion or destruction of the smart contract mechanism, and that such a scenario could lead to the Tokens losing intrinsic value and/or functionality.

4. *Risk of Hacking and Security Weaknesses*

Hackers or other malicious groups or organizations may attempt to interfere with the Ecosystem or the 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. Furthermore, because the Ecosystem is based on open-source software, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Ecosystem, which could negatively affect the Ecosystem and the Tokens, including the utility of the Tokens for obtaining Services.

5. *Risks Associated with Markets for Tokens*

The Tokens are intended to be used solely within the Ecosystem and the Company may not enable or otherwise facilitate any secondary trading or external valuation of Tokens. This may restrict the contemplated avenues for using Tokens to the provision or receipt of Services, and could therefore create illiquidity risk with respect to any Tokens you own. Even if secondary trading of Tokens is facilitated by third-party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third parties do ascribe an external exchange value to Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero. If you are purchasing the Tokens as a form of investment on a

speculative basis or otherwise, or for a financial purpose, with the expectation or desire that their inherent, intrinsic or cash-equivalent value may increase with time, you assume all risks associated with such speculation or actions, and any errors associated therewith, and accept that the Tokens are not offered by the Company or its affiliates on an investment or speculative basis. You further acknowledge that any funds you consider to be invested in the Company, the Ecosystem or the Tokens will not be protected, guaranteed or reimbursed by any governmental, regulatory or other entity, and will not, for instance be guaranteed by the Gibraltar Deposit Guarantee Scheme, the Gibraltar Investor Compensation Scheme, and is unlikely to be protected by any equivalent scheme in a jurisdiction outside of Gibraltar.

6. *Risks Associated with Uncertain Regulations and Enforcement Actions*

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 smart contract implemented in the Token Sale and which may, inter alia, result in substantial modifications to the smart contract and/or the Ecosystem, including its termination and the loss of your Tokens. Additionally, regulation of the business of the Company may be uncertain in various jurisdictions owing to the potential crossovers between the treatment of the business of the Company across financial services and blockchain technology laws and regulations. It is not known what regulatory framework the proposed Ecosystem and associated applications will be caught by, the nature and obligations that will be imposed on Company in order to comply with any such regulatory framework or when/if Company will even be able to apply to be regulated so that it may lawfully carry out its proposed business activities.

7. *Risk of Uninsured Losses*

Unlike bank accounts or accounts at some other financial institutions. Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer, such as the Federal Deposit Insurance Corporation, or private insurance arranged by Company, to offer recourse to you.

8. *Risks Associated with Uncertain Regulations and Enforcement Actions*

The regulatory status of the Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the Ecosystem and the Tokens. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the Ecosystem and the Tokens. Regulatory actions could negatively impact the Ecosystem and the Tokens in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of the Tokens constitutes unlawful activity or that the 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.

9. *Risks Arising from Taxation*

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

10. *Risk of Competing Ecosystems*

It is possible that alternative ecosystems could be established that utilize the same open source code and protocol underlying the Ecosystem and attempt to facilitate services that are materially similar to the Services. The Ecosystem may compete with these alternatives, which could negatively impact the Ecosystem and Tokens, including the utility of the Tokens for obtaining Services.

11. *Risk of Insufficient Interest in the Ecosystem or Distributed Applications*

It is possible that the Ecosystem will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of distributed ecosystems (such as the Ecosystem) more generally. Such a lack of use or interest could negatively impact the development of the Ecosystem and therefore the potential utility of the Tokens, including the utility of the Tokens for obtaining Services. The creation and issue of the Tokens and the development of the Ecosystem may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). You therefore understand and accept that there is no warranty or assurance that, even if the Ecosystem is partially or fully developed and launched, you will receive any benefits through the Tokens that you hold.

12. *Risks Associated with the Development and Maintenance of the Ecosystem*

The Ecosystem is still under development and may undergo significant changes over time. Although we intend for the Tokens and Ecosystem to function as described in Exhibit A, and intends to take commercially reasonable steps toward those ends, we may have to make changes to the specifications of the Tokens or Ecosystem for any number of legitimate reasons. Moreover, we have no control over how other participants will use the Ecosystem, what products or services will be offered through the Ecosystem by third parties, or how third-party products and services will utilize Tokens (if at all). This could create the risk that the Tokens or Ecosystem, as further developed and maintained, may not meet you expectations at the time of purchase. Furthermore, despite our good faith efforts to develop and participate in the Ecosystem, it is still possible that the Ecosystem will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Ecosystem and Tokens, and the potential utility of the Tokens, including the utility of the Tokens for obtaining Services. Company makes no warranties or representations and offers no assurances (in each case whether express or implied) that the Tokens shall confer any actual and/or exercisable rights of use, functionality, features, purpose or attributes in connection with the Ecosystem.

13. *Risk of an Unfavorable Fluctuation of ETH Value*

If the value of ETH fluctuates unfavorably during or after the Token Sale, we may not be able to fund development, or may not be able to develop or maintain the Ecosystem in the manner that it intended. In addition to the usual market forces, there are several potential events which could exacerbate the risk of unfavorable fluctuation in the value of ETH including uncertainties created by the lack of resolution to the bitcoin scaling debate, the possibility of a so-called “Hard Fork” of bitcoin if one of the competing camps in the scaling debate decides to force the issue; another DAO-like attack on the Ethereum network; or significant security incidents or market irregularities at one or more of the major cryptocurrency exchanges.

14. *Risk of Hard Fork*

The Ecosystem will need to go through substantial development works as part of which it may become the subject of significant conceptual, technical and commercial changes before release. As part of the development, an upgrade to the Token may be required (hard-fork of Token) and if you decide not to participate in such upgrade, you may no longer be able to use your Tokens and any non-upgraded Tokens may lose their functionality in full.

15. *Risk of Dissolution of the Company or Ecosystem*

It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of ETH (or other cryptographic and fiat currencies), decrease in the Tokens’ utility (including their utility for obtaining Services), the failure of commercial relationships, or intellectual property ownership challenges, the Ecosystem may no longer be viable to operate or the Company may dissolve.

16. *Risks Arising from Lack of Governance Rights*

Because Tokens confer no governance rights of any kind with respect to the Ecosystem or the Company, all decisions involving the Company’s products or services within the Ecosystem or the Company itself will be made by the Company at its sole discretion, including, but not limited to, decisions to discontinue its products or services in the Ecosystem, to create and sell more Tokens for use in the Ecosystem, or to sell or liquidate the Company. These decisions could adversely affect the Ecosystem and the utility of any Tokens you owns, including their utility for obtaining Services.

17. *Risks Arising from the Crowdsourced Prediction Analytics Market*

The crowdsourced prediction analytics industry, and by extension the Ecosystem, is subject to a variety of federal, state and international laws and regulations, including those with respect to KYC/AML and customer due diligence procedures, privacy and data protection, consumer protection, data security, and others. These laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting the Ecosystem could be enacted, which could impact the utility of the Tokens in the

Ecosystem. Additionally, the Ecosystem participants are subject to industry specific laws and regulations or licensing requirements. If any of these parties fails to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more stringent or are otherwise expanded, it could adversely impact the Ecosystem and the Tokens, including the Tokens' utility for obtaining Services.

18. *Unanticipated Risks*

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