

DINARI, INC. TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THE SALE OF DINARI TOKENS ("TOKENS") BY WAY OF ONE OR MORE SALES (THE "SALES") HELD BY Dinari, Inc. ("Dinari" or "Company"), hereafter referred to as "TERMS".

The Terms shall govern the sale and purchase of Tokens between DINARI and you (the "purchaser" or the "participant"), such sale to be conducted by way of one or more Sales to be conducted by DINARI. The detailed terms and parameters of each of the Sales shall be announced by DINARI in a Sales Announcement, which the Parties agree shall be part of the Terms. Please read the Terms carefully in conjunction with any Sales Announcement. If you are a Disqualified Person, please note that you are not eligible and you are not to participate in the Sales.

If you as the Purchaser or Participant are making any purchase with a view to compliantly distribute any Tokens purchased in a Sale, you must also comply with the Additional Terms for "Distributors" (Defined as "any underwriter, dealer, or other person who participates, pursuant to a contractual arrangement, in the distribution of the securities offered or sold in reliance on SEC Regulation S, found in 17 C.F.R. §§ 230.901 through 230.905.") set out at Annex 3.

If you as the Purchaser or Participant are making any purchase as an Aggregator, with a view to compliantly hold Tokens on behalf of one or more third party individuals, you also comply with the Additional Terms for Aggregators set out at Annex 4.

Each of you and DINARI shall hereinafter be referred to as a "Party", and collectively, you and DINARI shall hereinafter be referred to as the "Parties".

YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL, TAX AND/OR OTHER PROFESSIONAL ADVISOR(S). IF YOU DO NOT AGREE TO THESE TERMS OR THE TERMS OF A SALES ANNOUNCEMENT, PLEASE DO NOT PARTICIPATE IN THE SALE(S).

THE INFORMATION CONTAINED IN THE TERMS IS CONFIDENTIAL AND PROPRIETARY TO DINARI AND IS PROVIDED TO YOU SOLELY FOR CONFIDENTIAL USE WITH THE EXPRESS UNDERSTANDING THAT, WITHOUT THE PRIOR EXPRESS WRITTEN PERMISSION OF DINARI, SUCH PERSONS WILL NOT RELEASE THIS DOCUMENT OR DISCUSS THE INFORMATION CONTAINED HEREIN OR MAKE REPRODUCTIONS OF OR USE OF THE TERMS FOR ANY PURPOSE OTHER THAN EVALUATING A POTENTIAL PURCHASE OF TOKENS.

RECEIPT OF THESE TERMS CONSTITUTES YOUR AGREEMENT THAT THE INFORMATION CONTAINED IN THE TERMS WILL BE MAINTAINED IN STRICT CONFIDENCE BY YOU.

THESE TERMS DO NOT PURPORT TO BE ALL-INCLUSIVE OR TO CONTAIN ALL OF THE INFORMATION THAT A POTENTIAL PURCHASER MAY DESIRE TO HAVE IN INVESTIGATING A POTENTIAL PURCHASE OF TOKENS. IN ADDITION TO CONSIDERING THE RISK FACTORS DESCRIBED HEREIN, EACH POTENTIAL PURCHASER MUST CONDUCT AND RELY ON HIS/HER OWN DUE DILIGENCE AND EVALUATION OF TOKENS, INCLUDING THE MERITS AND RISKS INVOLVED WITH RESPECT TO TOKENS. CERTAIN PROVISIONS OF VARIOUS DOCUMENTS (AND DOCUMENTATION RELATED TO THE DINARI PLATFORM) ARE SUMMARIZED IN THESE TERMS, BUT POTENTIAL PURCHASERS SHOULD NOT ASSUME THAT THE SUMMARIES ARE COMPLETE OR THAT THE TERMS WILL NOT CHANGE PRIOR TO CLOSING. SUCH SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE COMPLETE TEXT OF SUCH DEFINITIVE, EXECUTED AGREEMENTS AND DOCUMENTS.

TOKENS PURCHASED IN THE SALES WILL BE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY.

ANY ACQUISITION OR TRANSFER OF TOKENS MADE IN VIOLATION OF THE ELIGIBILITY AND TRANSFER RESTRICTIONS CONTAINED IN THESE TERMS OR MADE BASED UPON ANY FALSE OR INACCURATE REPRESENTATION MADE BY THE YOU WILL BE VOID AND OF NO FORCE OR EFFECT.

THESE TERMS DO NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY TOKENS IN ANY JURISDICTION WHERE, OR TO ANY PERSON TO WHOM, IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION IN SUCH JURISDICTION. EXCEPT AS OTHERWISE INDICATED, THESE TERMS SPEAK AS OF THE DATE HEREOF. NEITHER THE DELIVERY OF THESE TERMS NOR ANY SALE MADE IN THE SALE(S) SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF DINARI OR RELATED TECHNOLOGY AFTER THE DATE HEREOF. DINARI EXPRESSLY DISCLAIMS ANY DUTY OR OBLIGATION TO UPDATE, AMEND OR CHANGE ANY OF THE INFORMATION CONTAINED IN THESE TERMS.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE REPRESENTATIONS IN CONNECTION WITH THE SALE(S) OTHER THAN THE INFORMATION AND REPRESENTATIONS CONTAINED IN THESE TERMS, INCLUDING ANY ANNEXES HERETO. IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY DINARI.

YOU ARE CAUTIONED THAT FORWARD-LOOKING STATEMENTS ARE ONLY PREDICTIONS AND ARE NOT GUARANTEES OF FUTURE PERFORMANCE AND INVOLVE RISKS AND UNCERTAINTIES. YOU ARE CAUTIONED NOT TO PLACE RELIANCE ON ANY PROJECTIONS OR FORWARD-LOOKING STATEMENTS. NO REPRESENTATION OR WARRANTY OF ANY KIND IS OR CAN BE MADE WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF, AND NO REPRESENTATION OR WARRANTY SHOULD BE INFERRED FROM, FUTURE, PROJECTED OR FORWARD-LOOKING OPERATING AND FINANCIAL INFORMATION, INCLUDING PERFORMANCE OR RESULTS, CONTAINED IN THESE TERMS OR ANY ASSUMPTIONS UNDERLYING THEM.

ANY FORWARD-LOOKING STATEMENT SPEAKS ONLY AS OF THE DATE AS OF WHICH IT IS MADE. WE DO NOT ASSUME ANY OBLIGATION TO UPDATE ANY FORWARD-LOOKING STATEMENTS. WE UNDERTAKE NO OBLIGATION TO UPDATE OR REVISE ANY INFORMATION HEREIN TO REFLECT EVENTS OR CIRCUMSTANCES IN THE FUTURE, EVEN IF NEW INFORMATION BECOMES AVAILABLE, OR TO REFLECT THE OCCURRENCE OF UNANTICIPATED EVENTS EVEN IN THE EVENT THAT ANY OR ALL OF OUR UNDERLYING ASSUMPTIONS PROVE TO BE INVALID. FURTHER, WE DO NOT INTEND TO UPDATE OR REVISE SUCH INFORMATION TO REFLECT CHANGES IN COMPETITION, MARKET CONDITIONS OR INDUSTRY OR GENERAL ECONOMIC CONDITIONS.

BY ACCEPTING THESE TERMS AND PARTICIPATING IN THE SALE(S), YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS (INCLUDING THE ANNEXES HERETO) AND ANY RELATED SALES ANNOUNCEMENTS AND YOU EXPRESSLY ACKNOWLEDGE AND REPRESENT THAT YOU HAVE CAREFULLY REVIEWED THESE TERMS, THE RELATED SALES ANNOUNCEMENTS AND FULLY UNDERSTAND THE RISKS, COSTS, AND BENEFITS OF PARTICIPATING IN THE SALES.

The headings in these Terms are included for convenience only and shall not be taken into account in construing these Terms. References to "Sections" and "Annex" are to be construed as references to the sections of and the annexes to these Terms.

The Parties HEREBY AGREE as follows:

1. INTRODUCTION, SCOPE OF TERMS AND DEFINITIONS

- 1.1** Capitalized terms in these Terms shall bear the meanings as ascribed to them in Annex 1.
- 1.2** These Terms (including the Annexes hereto) and the terms of the Sales Announcements shall govern the sale and purchase of Tokens via one or more Sale(s) between you and DINARI to be conducted on the Sales Website Address.
- 1.3** No information contained in or on, and no part of the following:
- (a)** the finalized, published, and adopted version or drafts of any Dinari-related publications or the theoretical papers available at [Link Provided] or any other documents uploaded on the Website, any Dinari-related Telegram channel, and/or any Dinari-related Twitter accounts, and/or any Dinari-related blogs, and/or any other medium where Dinari-related publications or theoretical papers may be available as set out on the Website (collectively, the “Channels”);
 - (b)** any website or other social media channels directly or indirectly linked to the Whitepaper or the Channels; or
 - (c)** any other information or document;

shall constitute a part of these Terms, and no representations, warranties, or undertakings are or are intended or purported to be given by DINARI in respect of any information contained in or on, or any part of, the items as stated in this Section.

2. ELIGIBILITY TO PARTICIPATE IN THE SALES (DISQUALIFIED PERSONS)

- 2.1** You shall not participate in the Sale(s) and you shall not make any Requests or purchase any Tokens if there are applicable legal restrictions in your country of residence or domicile. It is your sole responsibility to ensure that your participation in the Sale(s) is not prohibited, restricted, curtailed, hindered, impaired, or otherwise adversely affected in any way by any applicable law, regulation, or rule in your country of residence or domicile. If you distribute tokens to your users, you must ensure that each such ultimate beneficial owner is eligible to own any such Token.
- 2.2** You are not eligible and you are not to participate in the Sale(s) if:
- (a)** you are an individual who is citizen, domiciled in, resident of, or physically present / located in an Excluded Jurisdiction;
 - (b)** you are a body corporate which is incorporated in, or operates out of, an Excluded Jurisdiction, or such entity was created for the purpose of purchasing unregistered securities and the beneficial owners having majority control of the corporation are citizens of, domiciled in and residents of an Excluded Jurisdiction;
 - (c)** you are a person who is otherwise prohibited or ineligible in any way, whether in full or in part, from participating in the Sale(s); or
 - (d)** such Sale(s) is/are prohibited, restricted, or unauthorized in any form or manner whether in full or in part under the laws, regulatory requirements, or rules in any jurisdiction applicable to you, at the time of your participation in a Sale,

collectively, the “Disqualified Persons”.

- 2.3** You have been granted access to view these Terms because you have passed or are expected to pass KYC and AML verification to the satisfaction of DINARI. Only participants who are not Disqualified Persons and who can successfully pass and maintain KYC and AML verification shall be eligible to participate in the Sale(s).
- 2.4** For Distributors and Aggregators, unless you have engaged DINARI to conduct and maintain KYC and AML verification on the wallets of individuals and entities to whom you distribute Tokens, you are solely responsible to perform such verification and represent that you have done so (and that no person receiving distributed Tokens is a Disqualified Person) prior to any Distribution. DINARI may require you to immediately void any Distribution to any Disqualified Person or any contractual arrangement between an Aggregator and the persons such Aggregator represents.

3. MECHANICS OF THE SALES – HOW SALES WORK

- 3.1** DINARI may, in its sole and absolute discretion, sell Tokens to Purchasers by way of one or more Sale(s). The detailed terms and parameters of each Sale shall be set forth on the Sales Announcement.
- 3.2** Announcements relating to the Sales shall be posted on the Sales Website containing terms and parameters for a specific Sales that may be reproduced from time to time on the Sales Website, the Channels, and our Website and sent to the email address provided by you in your Sales Account (“Sales Announcement”).
- 3.3** You agree and acknowledge that it is your responsibility (and the responsibility of those to whom you may distribute Tokens) to stay informed of the occurrence of any Sales and the details of any Sales Announcement, including any changes and amendments by DINARI to such Sales Announcement. We shall not be liable if for any reason you are not made aware of the occurrence of any Sales or Sales Announcement or any changes or amendments in relation thereto.
- 3.4** The parameters for each of the Sales shall be determined by DINARI and displayed on the Sales Website prior to the commencement of each Sales.

Pricing and Methodology. Dinari determines the price of each Token (with such price being set out in the applicable Sale Announcement on the Website) using a commercially reasonable pricing source, which may include real-time or near-real-time data from Nasdaq, Polygon.io, or any other national securities exchanges, or consolidated market data feeds in its sole discretion. Dinari shall use reasonable efforts to minimize synthetic price deviations from the reference market. Token prices may diverge from the live market price of the corresponding underlying security due to FX movements, on-chain liquidity, trading fees, or other synthetic market inputs. Dinari uses reasonable efforts to minimize such variances but does not guarantee parity with any exchange-listed reference price.

- 3.5** Managed Accounts; Sales of Yield-Bearing USD+ Tokens: Sales of Tokens for yield-bearing USD+ into Managed Accounts for Aggregators and Distributors are governed by these following additional terms.

- (a)** Managed Wallet Creation: Once you create a Managed Account in the DINARI Partner Dashboard via the partner API, this will create a wallet according to the terms of the third party that DINARI uses for this service. Transfers of any US-denominated stablecoin that is supported by DINARI (such as USDC) will automatically be swept into USD+ Tokens (“USD+”). These automatic sweeps happen every ten (10) minutes. There is no way to opt out of these sweeps. All

Managed Account holders that transfer supported stablecoin into their wallet will have those stablecoins swept into USD+.

- (b) USD+: Upon the completion of the sweep, DINARI will issue the equivalent amount of USD+ as set forth in the term, less any feed required for such sweep. The DINARI yield-bearing USD+ Token is a digital asset designed to facilitate transactions within the DINARI blockchain ecosystem. DINARI and User agree that USD+ is being treated as a security and as such is exempt from registration pursuant to Reg S and is sold to User in the same manner as dShares. Users can purchase, hold, and redeem USD+ on the Platform. Users can redeem one USD+ for a price equal to one U.S. Dollar on our Platform. USD+ is held in your Managed Wallet.
- (c) USD+ Yield: The yield rate set for USD+ (as may be changed from time to time by Dinari in our sole discretion) will be set out on the Platform and is published via the API. Yield on USD+ increases the number of USD+ in the wallet in which it is held. The USD+ smart contract rebases daily, tallying user balances using the concept of “shares” and the formula below:

$$\text{BalanceOf(account)} = \text{shares[account]} * \text{BalancePerShare}$$

“BalancePerShare” is a global variable controlled by an oracle solely managed by Dinari. You will not be entitled to receive any interest or other fees on any USD+ held in your account other than as set out in this, even if we receive interest or other amounts from any third parties on the USD+ Reserves we hold. You acknowledge and agree that interest or other amounts earned in respect of the USD+ Reserves that do not form part of the rewards as set out in this paragraph is paid to Dinari as a management fee and no USD+ holder has an entitlement to such amounts.

Any withdraw of USD+ on any day prior to the yield payment makes such withdrawn funds ineligible for yield for that withdraw day.

- (d) No Reversal. Digital currency transfers cannot be reversed once they have been broadcast to the relevant blockchain, although they may be in a pending state and designated accordingly, while the transaction is processed by network operators. DINARI does not control any blockchain or digital asset network and makes no guarantees that a Digital Asset Transfer will be confirmed by a digital asset network. Dinari may refuse to process or cancel any pending Outbound Transfers as required by law or any court or other authority to which Dinari is subject in any jurisdiction. Additionally, DINARI may require you to wait some amount of time after completion of a Digital Asset Transfer before permitting you to use further products and services of DINARI and/or before permitting you to engage in transactions beyond certain volume limits.
- (e) Funding Review. We reserve the right to investigate the source of any funds in your account and determine, in our sole and absolute discretion, how to handle the disposition of those funds. If a review is needed, then this may delay the settlement of these funds. Following our review of any funds in question and the circumstances by which you received them, we may determine that you are not the owner of such funds. If such a determination is made, we reserve the right to dispose of these funds in accordance with applicable laws and regulations and in our sole discretion, which may include, but is not limited to, returning them to the destination of their origin.

- (f) Limitations: By using the services provided by DINARI, you acknowledge and agree that the availability and functionality of these products and services may be subject to limitations, delays, and other issues inherent in the use of blockchain technology, digital assets, compliance and speed of services of vendors, especially financial partners. DINARI is not responsible for any losses or damages arising from such issues, and your use of our products and services is at your own risk.
- (g) Availability: DINARI strives to provide consistent and reliable access to our products and services. However, we cannot guarantee that our products and services will be available at all times, without interruption, or that they will always function as intended. By using our products and services, you acknowledge and accept the risk of potential service disruptions or unavailability.
- (h) USD+ Fee Structure: DINARI provides transparency in its fee structure by ensuring that all fees, including those charged by the company and any applicable partners, are netted from the yield quoted to users. By using our services, you acknowledge and agree that the yield displayed to you already accounts for these fees, providing a clear understanding of the net yield you can expect. Fee schedules may either be set out on the API or in a standalone USD+ Agreement.
- (i) USD+ Fee Changes: DINARI reserves the right to change fees on a daily basis, in line with market conditions.
- (j) USD+ Third-Party Fees: DINARI passes through transactional fees to users. This can include transfer fees related to blockchain transactions, as well as banking fees.

4. DELIVERY OF TOKENS AND RIGHTS OF TOKENS HOLDERS

- 4.1** DINARI shall, on a best commercially reasonable efforts basis, deliver Tokens for Valid Requests, to the Dinari-compatible Wallet address registered in your Sales Account, on a date falling no later than the post Sales Settlement Date or such other later date as may be announced by DINARI in a Sales Announcement. Tokens shall be deemed to be received by you upon validation and verification of receipt of Tokens in your Dinari compatible Wallet Address.
- 4.2** The delivery of the Allocated Tokens to you in accordance with the preceding Section shall be subject to your continued compliance with these Terms.
- 4.3** You understand and expressly accept that Tokens are “UNDER DEVELOPMENT” and will be created and delivered to you on an “AS IS” basis and without any express or implied representation or warranty, except as expressly provided herein. DINARI and the Indemnified Parties expressly disclaim all implied warranties as to Tokens, including implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. DINARI and the Indemnified Parties do not represent or warrant that Tokens will be reliable, current or error-free, or will meet your requirements, or that defects in Tokens will be corrected. DINARI and the Indemnified Parties cannot and do not represent or warrant that the delivery mechanism for Tokens will be free of viruses or other harmful components. THE RISK OF LOSS IN BUYING, HOLDING AND TRADING DIGITAL ASSETS AND RIGHTS THEREIN, INCLUDING TOKENS, CAN BE IMMEDIATE AND SUBSTANTIAL. THERE IS NO GUARANTEE AGAINST LOSSES FROM PARTICIPATING IN THE SALES. YOU SHOULD THEREFORE CAREFULLY CONSIDER WHETHER TRADING OR HOLDING DIGITAL ASSETS IS SUITABLE FOR YOU IN LIGHT OF YOUR FINANCIAL CONDITION.

- 4.4** No warranties are given regarding the availability, transferability, or tradability of Tokens on any cryptocurrency exchange, which shall not be construed, interpreted or deemed by you as an indication of the merits of DINARI, the Dinari Platform, the Whitepapers, the Channels, the Sale(s), or Tokens.
- 4.5** Holders of Tokens may use Tokens to access certain functions within the Dinari Platform as described in the Whitepapers and Tokens shall carry no other rights, express or implied, in relation to you, to DINARI, or to any other person or entity. Without limiting the information in the Whitepapers, the Tokens will have the following rights:
- (a)** The Value of the Underlying Asset. The Tokens issued will be tied to a particular asset held in an account by Dinari (the “Underlying Asset”) that you choose on the Website. While you will not have any claim of right or title to the actual Underlying Asset, you do have a claim to the value of said underlying asset, at the market value that is set out on the Dinari Website when you sell the Token. Sales mechanics are set out on the Dinari Website, and only a user that has undergone KYC and AML checks is eligible to request a Token repurchase by Dinari.
 - (b)** Dividend Payments. If at any time the underlying asset of any Token you hold receives a dividend, and if you are eligible to receive that dividend, the dividend will be deposited in the wallet that is tied to your Dinari Account. Dividend payments may be deposited in any US-denominated stablecoin in Dinari’s sole discretion. Dinari reserves the right to deduct a portion of your dividend for the services rendered. Dividends under \$1.00 USD per customer per dividend event will not be distributed. Dinari may retain such amounts or aggregate them for future payments at its discretion. If required by applicable law, Dinari may withhold a certain percentage to remit to the U.S. Internal Revenue Service. Dinari may be required to receive certain tax identification from you or cause you to complete any applicable IRS or other tax forms it deems necessary in its discretion prior to delivering any such dividend payments.
 - (c)** Corporate Actions and Voting Rights. Dinari does not support voting rights or proxy mechanisms for Token holders unless otherwise agreed in writing. All corporate actions (splits, dividends, etc.) shall be reflected via token mint/burn adjustments as needed. Voting rights shall be retained by Dinari or the underlying custodian. Aggregators or Distributors may disclose to their Users that Tokens confer no voting rights and that Dinari is the holder of record.
 - (d)** Other Rights. From time to time, Dinari may make certain additional rights available upon notice to you.
- 4.6** To the extent that DINARI determines, in its sole discretion, that it is necessary to obtain certain information about you or any other holder of Tokens due to a Distribution by you in order to comply with applicable laws or regulations in connection with the Sale(s) under these Terms, you shall provide such information promptly upon such request in such form or manner as DINARI may require, and you acknowledge and accept that DINARI may refuse to accept any Requests or withhold delivery of Tokens to you until such requested information has been provided to the satisfaction of DINARI. It is your responsibility to ensure that, with respect to any other holder of Tokens due to a Distribution, you have the rights to gather and provide such information to DINARI.

5. WITHDRAWALS, CANCELLATIONS, REJECTION OF SALES

- 5.1** Notwithstanding anything in these Terms to the contrary, DINARI reserves the right, in its sole and absolute discretion, to reject any Valid Requests or abort a Sale at any time after your acceptance of these Terms and prior to the delivery of Tokens on the post Sales

Settlement Date. DINARI further reserves the right, in its sole and absolute discretion, to treat the Sale(s) and any Requests or Valid Requests and any Distributions therein as being invalid, notwithstanding any delivery of Tokens which may have been effected, in the case where there is any change in any applicable law, regulation, or rule after such delivery which prohibits, restricts, curtails, hinders, impairs, or otherwise adversely affects the Sales and delivery of Tokens to you (or the Distribution of Tokens by you) to any extent.

- 5.2** DINARI reserves the right, in its sole and absolute discretion, to reject any Valid Requests by you at any time after your acceptance of these Terms and prior to the delivery of Tokens on the post Sales Settlement Date in the event that you (or any potential holder of Tokens due to a Distribution by you) become a Disqualified Person or become prohibited or ineligible in any way, whether in full or in part, from participating in the Sales or in a Distribution.
- 5.3** In the event of any such rejection of your Requests or Valid Requests, abortion of the Sale(s), or completed Sale(s) being treated as invalid, where you have made any transfer of any accepted digital asset or USD for such rejected Valid Requests or such Valid Requests which is the subject of the aborted Sales or a reason for the completed Sales being treated as invalid (as the case may be), you acknowledge and agree that:

(a) provided that:

- (i) in the case of a transfer of USD, such consideration has been duly received by DINARI in the Designated Bank Account and you have received an email confirmation on DINARI's receipt of such consideration;
- (ii) in the case of a transfer of an accepted digital asset, your transfer of an accepted digital asset to the Designated Address has been validated and verified on the relevant blockchain as successful and complete,

DINARI may, notwithstanding any provision in these Terms, elect in its sole and absolute discretion to provide a refund in full or in part without interest and net of all administrative and/or third party charges and/or other transaction fees (if any) that may be incurred in connection with such refund, in which case such administrative and/or third party charges and/or other transaction fees (if any) incurred in connection with such refund shall be borne by you. Additionally, the value of any allowed refund may be reduced due to a Token value decrease that may have occurred between the time that a sale was initiated and a refund allowed.

- (b) save for your right to such refund under Section 5.3(a), you hereby waive, and agree that any other holder of Tokens due to a Distribution by you will agree to waive, all rights, claims, and/or causes of action (present or future) under law (including any tortious claims) or contract against DINARI and the Indemnified Persons in connection with or arising from your Requests, Valid Requests, the Sales, and/or any Distribution, and shall further hold harmless, DINARI and the Indemnified Persons from and against any and all losses, damages, taxes, liabilities, and expenses that may be incurred by you in connection with or arising from your Requests, Valid Requests, Sales or Distribution.

6. REFUND POLICY

Tokens sold at the Sale(s) shall not be subject to a refund.

7. REPRESENTATIONS AND WARRANTIES

7.1 By accepting these Terms, you represent and warrant to DINARI as follows.

- (a) You are acquiring the Tokens for investment for your own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, other than for an approved Distribution. Notwithstanding the foregoing, if you plan to conduct an approved Distribution, you represent and warrant that any other holder of Tokens due to an approved Distribution by you will agree to terms that are substantially similar to these Terms, including these representations and warranties, prior to making any such Distribution.
- (b) You do not presently have any intention, contract, undertaking, agreement or arrangement with any Person to sell, Transfer or grant participations to such Person or to any third Person, with respect to any of the Token, other than as permitted pursuant to an approved Distribution.
- (c) You are the sole owner and in control of the Designated Address and no person, other than you, has any right, title or interest in or to the Designated Address.
- (d) You acknowledge that you have sufficient knowledge and experience in financial, business and technology matters, including a sufficient understanding of blockchain technology, the Consensus Rules, blockchain protocol governance, the Designated Blockchain, the Designated Blockchain Client, the Designated Blockchain Network, blockchain tokens and other similar digital assets, decentralized autonomous organizations or “DAOs”, smart contracts, decentralized protocols, transactional scripts and other similar blockchain-based software and digital wallets, Designated Blockchain Network Account Addresses or other software, methods or devices for storing, transferring or otherwise interacting with or utilizing blockchain tokens or blockchains to be able to evaluate the economic risks and merits of your purchase of the Tokens and of making an informed decision in respect thereto, including the risk factors set forth on Annex 2 and all other matters set forth in this TERMS and is able to bear the risks thereof, including loss of the Total Purchase Price, loss of the Tokens, and liability to the Company and others for its acts and omissions, including those constituting breach of this TERMS, negligence, fraud or willful misconduct.
- (e) You have been provided an opportunity to discuss and review information to evaluate the Tokens and have been provided an opportunity to obtain any additional information concerning the foregoing to the extent the Company possesses such information or can acquire it without unreasonable effort or expense, and have been given the opportunity to ask questions of, and receive answers from, the Company concerning the Tokens, including their expected features, functions and limitations; and, without prejudice to the foregoing, the Purchaser is aware of the risks associated with the purchase of the Tokens hereunder.
- (f) Your purchase of the Tokens complies with applicable laws and regulations in your jurisdiction.
- (g) You understand that it is possible that regulatory authorities in the United States might deem certain transactions in the Tokens to be securities transactions under current U.S. law. As such, you and Company have elected to comply with the exemption framework provided for by Rule 902 et seq. of Regulation S (“Regulation S”) under the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (the “Securities Act”) in connection with the

purchase of Tokens to ensure compliance, if deemed applicable, with the Securities Act.

- (h) You certify that you, and any other holder of Tokens due to a Distribution by you, are not a "U.S. Person," (a "Non-U.S. Person") as defined under Regulation S and is not acquiring the Tokens for the account or benefit of any U.S. Person.
- (i) You have been advised and acknowledge that:
- In issuing and selling and Distributing the Tokens to such Non-U.S. Person pursuant hereto, the Company is relying upon the exemption from registration provided by the Regulation S under the Securities Act;
 - it is a condition to the availability of the Regulation S safe harbor that the Tokens not be offered or sold in the United States or to a U.S. Person until the expiration of a period of one year following the Effective Date;
 - prior to the expiration of one year after the Effective Date (the "Transfer Compliance Period"), the Tokens may be Distributed, offered and sold by the holder thereof only if such offer and sale is made in compliance with the Terms and either: (A) the offer or sale is within the United States or to or for the account of a U.S. Person and pursuant to an effective registration statement, Rule 144 or an exemption from the registration requirements of the Securities Act or (B) the offer and sale is outside the United States and to other than a U.S. Person; and
 - after the Transfer Compliance Period, the Tokens may be offered or sold within the United States or to or for the account of a U.S. Person only in accordance with the Terms and pursuant to applicable securities laws.
- (j) You promise that, with respect to the Tokens, until the expiration of the Transfer Compliance Period: (i) such Non-U.S. Person, its agents or representatives have not and will not solicit offers to buy, offer for sale or sell any of the Tokens or any beneficial interest therein in the United States or to or for the account of a U.S. Person; and (ii) notwithstanding the foregoing, prior to the expiration of the Transfer Compliance Period, the Tokens may be offered and sold by the holder thereof only if such offer and sale is made in compliance with these Terms and either: (A) the offer or sale is within the United States or to or for the account of a U.S. Person and pursuant to an effective registration statement, Rule 144 or an exemption from the registration requirements of the Securities Act; or (B) the offer and sale is outside the United States and to other than a U.S. Person. Such Non-U.S. Person agrees that after the Transfer Compliance Period, the Tokens may be offered or sold within the United States or to or for the account of a U.S. Person only pursuant to applicable securities laws.
- (k) You have not engaged, and you covenant that you will not engage or cause any third party to engage, in any directed selling efforts (as such term is defined in Regulation S) in the United States with respect to the Tokens.
- (l) Neither (i) you, (ii) any of your directors, executive officers, other officers that may serve as director or officer of any company in which you invest, general partners or managing partners, nor (iii) any beneficial owner of the voting equity securities owned by you (in accordance with Rule 262 of the Securities Act) is subject to of the disqualifying events listed in Rule 506(d)(1) of Regulation D under the Securities Act (a "Purchaser Event"), and there is no proceeding or investigation

pending or, to the knowledge of Purchaser, threatened by any governmental authority, that would reasonably be expected to become the basis for a Purchaser Event.

- (m) Tokens will be deemed to bear the legend set forth below and that included in Annex 3 (in addition to any other legend required by U.S. or non-U.S. federal or state laws that may be applicable to Tokens or provided in any other agreement with DINARI):

THIS TOKEN (OR ITS PREDECESSOR) WAS ORIGINALLY ISSUED IN A TRANSACTION ORIGINALLY EXEMPT FROM REGISTRATION UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE TRANSFERRED IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON EXCEPT PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND ALL APPLICABLE STATE SECURITIES LAWS. TERMS USED ABOVE HAVE THE MEANINGS GIVEN TO THEM IN REGULATION S UNDER THE SECURITIES ACT.

- (n) These Terms constitute legal, valid, and binding obligations on you, enforceable in accordance with its terms and neither the exchange for, nor receipt, nor holding of Tokens is in breach or contravention of any applicable law, regulation, or rule in your jurisdiction.
- (o) You, and any other holder of Tokens due to a Distribution by you, are not a citizen or resident of any jurisdiction in which either the exchange for, receipt, or holding of Tokens is prohibited, restricted, curtailed, hindered, impaired, or otherwise adversely affected by any applicable law, regulation or rule.
- (p) No consent, approval, order, or authorization of, or registration, qualification, designation, declaration, or filing with, any regulatory authority in any jurisdiction (the "Approvals") is required on your part, or on the part of any other holder of Tokens due to a Distribution by you, in connection with the Sale(s) for or Distribution of Tokens, or where any Approvals are required, such Approvals have been obtained and remain valid and in full force and effect.
- (q) The funds that you will use to fund your Sales Account were not and are not directly or indirectly derived from any activities that in connection with anti-money laundering and/or terrorism financing laws or regulations or any other acts in breach or contravention of any applicable law, regulation, or rule.
- (r) None of you or (and in the case where you are accepting these Terms on behalf of a corporation) any of your Subsidiaries (if any), any of your directors or officers, or any of your employees, agents, or any other person acting on behalf of your or any of your Subsidiaries is an individual or entity that is, or is owned or controlled by an individual or entity that:
 - (i) is currently the subject of any sanction administered by the OFAC or any other United States government authority, is not designated as a "Specially Designated National" or "Blocked Person" by OFAC or subject to any similar sanctions or measures imposed or administered by the United Nations Security Council, the European Union, His Majesty's Treasury of the United Kingdom, or similar sanctions administered or imposed by the government of Singapore or any other country (collectively, the "Sanctions");

- (ii) is located, organized, or resident in a country or territory that is the subject of such Sanctions - (including, without limitation, Democratic People's Republic of Korea, Cuba, Syria, Iran, Sudan, Crimea); or
- (iii) has not engaged in and is not now engaged in any dealings or transactions with any government, person, entity, or project targeted by, or located in any country or territory, that at the time of the dealing or transaction is or was the subject of any Sanctions.
- (s) The Tokens to be delivered to and received by you will not be used for any purpose in connection with money laundering, terrorism financing, or any other acts in breach or contravention of any applicable law, regulation, or rule.
- (t) You are acquiring Tokens as principal and for your own benefit and you are not acting on the instructions of, or as nominee or agent for or on behalf of, any other person, other than a potential holder of Tokens due to an approved and planned Distribution by you.
- (u) You bear the sole responsibility to determine what tax implications your participation in the Sale(s) may have for you and any other holder of Tokens due to a Distribution by you and agree not to hold DINARI or any other person involved in the Sale(s) liable for any tax liability associated with or arising therefrom.
- (v) You agree and acknowledge that DINARI, the Indemnified Persons, and/or any person involved in the Sale(s) or Distribution are not liable for any direct, indirect, special, incidental, consequential, or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with any acceptance of or reliance on these Terms or any part thereof by you.
- (w) You waive, and will ensure that any other holder of Tokens due to a Distribution by you waives, the right to participate in a class action lawsuit or a class wide arbitration against DINARI, the Indemnified Persons, and/or any person involved in the Sale(s) and/or with the creation and distribution of Tokens.
- (x) All of the above representations and warranties are, and will continue to be, true, complete, accurate, and non-misleading from the time of your acceptance of these Terms and notwithstanding the receipt by you (or by any other holder of Tokens due to a Distribution by you) of all of the Tokens.

7.2 DINARI does not make, and hereby disclaims, any representation or warranty in any form whatsoever, including without limitation any representation or warranty in relation to:

- (a) the information set out on the Whitepapers, the Channels, or any other place;
- (b) DINARI;
- (c) the Sale(s);
- (d) the Sales Account;
- (e) Tokens;
- (f) your sale and purchase of Tokens;

- (g) the Sales Website;
- (h) Any information related to a security that is backing any Token, even if such information is displayed on the Sales Website;
- (i) Any information that you as a Distributor provided to any other holder of Tokens due to a Distribution by you;
- (j) Any information that you as an Aggregator provided to any persons that utilize you as an Aggregator;

8. DISCLAIMERS

8.1 To the maximum extent permitted by all applicable laws, regulations, and rules and except as otherwise provided in these Terms, DINARI hereby expressly disclaims its liability and shall in no case be liable to you or any person (including any other holder of Tokens due to a Distribution by you) for:

- (a) any sale or transfer of any Tokens acquired by you hereunder to any person at any time, including any sale or transfer pursuant to a Distribution;
- (b) the funds used by you to make Requests being obtained through any acts in connection with money laundering, terrorism financing, or any other acts in breach or contravention of any applicable law, regulation or rule;
- (c) the use of Tokens for any purpose in connection with money laundering, terrorism financing or any other acts in breach or contravention of any applicable law, regulation or rule;
- (d) rejection of Requests or Valid Requests, or abortion of the Sale(s);
- (e) failure or delay in the receipt by you of Tokens in accordance with these Terms;
- (f) failure, malfunction, or breakdown of, or disruption to, the operation of DINARI, Tokens, or any technology on which DINARI, the Dinari Platform, Tokens, the Sales Website, the Designated Bank Account, the Dinari-compatible Wallet, the Ethereum Wallet, the Bitcoin Wallet, the Sale(s), or Sales Account relies, due to occurrences of hacks, mining attacks (including but not limited to double-spend attacks, majority mining power attacks and "selfish-mining" attacks), cyber-attacks, distributed denials of service, errors, vulnerabilities, defects, flaws in programming or source code or otherwise, regardless of when such failure, malfunction, breakdown, or disruption occurs;
- (g) failure, malfunction, or breakdown of or disruption to, the operation of any blockchain, any blockchain-based software systems or any blockchain technology in connection with the operations of DINARI, the Dinari Platform, Tokens, the Sales Website Address, the Sales Account, the Designated Bank Account, the Dinari-compatible Wallet, the Ethereum Wallet, the Bitcoin Wallet, the Sales or the Sales Account, due to occurrences of hard forking, hacks, mining attacks (including but not limited to double-spend attacks, majority mining power attacks, and "selfish-mining" attacks), cyber-attacks, distributed denials of service, errors, vulnerabilities, defects, flaws in programming or source code or otherwise, regardless of when such failure, malfunction, breakdown, or disruption occurs;

- (h) any virus, error, bug, flaw, defect, or other issue adversely affecting the operation, functionality, usage, storage, transmission mechanisms, transferability, or tradeability (after Tokens have been made available for trading including trading on a cryptocurrency exchange (if applicable)) of any material characteristics of Tokens;
- (i) decreases or volatility in traded prices or trading volume of Tokens (after Tokens have been made available for trading including trading on a cryptocurrency exchange (if applicable));
- (j) failure or unfitness of Tokens for any specific purpose;
- (k) the manner of use of the proceeds received by DINARI from the Sale(s);
- (l) failure to disclose information relating to the progress of any Sales;
- (m) loss of possession of the credentials for accessing, loss, or destruction of the private keys of any wallet referred to in Section 5 in any manner and to any extent;
- (n) failure or delay in the availability of Tokens for trading on a cryptocurrency or other exchange;
- (o) any rejection of trading of Tokens by any cryptocurrency exchange;
- (p) any prohibition, restriction, or regulation by any government or regulatory authority in any jurisdiction that restricts the operation, functionality, usage, storage, transmission mechanisms, transferability, or tradeability or other material characteristics of Tokens;
- (q) any risks associated with the Whitepapers, the Channels, DINARI, the Sale(s), Tokens, your Requests or Valid Requests, the sale and purchase of Tokens, any bank account or wallet referred to in Section 5, your provision of the details of any bank account or address to any wallet referred to in Section 5, the Sales Website Address, the Sales Account the Designated Bank Account and the Dinari Platform, including but not limited to the risks set out in Annex 2 hereto; and
- (r) all other risks, direct, indirect, or ancillary, whether in relation to the Whitepapers, the Channels, DINARI, the Sales, Tokens, your sale and purchase of Tokens, any bank account or wallet referred to in Section 5, your provision of the details of any bank account or address of any wallet referred to in Section 5, the Sales Website Address, your Sales Account and the Dinari Platform which are not specifically or explicitly contained in or stated in these Terms or set out in Annex 2 hereto.

8.2 In the event of any loss, hack, or theft of cryptocurrencies from any cryptocurrency wallet provided by you to DINARI for the purposes of any refunds or withdrawals, you acknowledge and confirm that you shall have no right(s), claim(s) or causes of action in any way whatsoever against DINARI.

9. LIMITATION OF LIABILITY AND INDEMNIFICATION

9.1 To the maximum extent permitted by applicable law:

- (a) DINARI and Indemnified Persons shall not be liable for any indirect, special, incidental, consequential, or other losses of any kind, in tort, contract, or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with the Sale(s) or the sale and purchase of, use, receipt, or holding of Tokens by you or by any other holder of Tokens due to a Distribution by you;
- (b) the aggregate liability of DINARI, in tort, contract, or otherwise, arising out of or in connection with the Sale(s) or sale and purchase of, use, receipt, or holding of Tokens by you shall be limited to the amount of USD consideration transferred by you for your Valid Requests hereunder; and
- (c) you hereby agree to waive all rights to assert any claims under the applicable laws, regulations and rules and you may make claims based only on these Terms.

9.2 To the maximum extent permitted by the applicable laws, regulations, and rules, you shall (and shall contractually ensure that any other holder of Tokens due to a Distribution by you shall) indemnify, defend, and hold DINARI and/or Indemnified Persons harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable legal fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by you or any third party against any of DINARI or the Indemnified Persons arising out of a breach of any warranty, representation, or obligation hereunder.

10. NO ASSIGNMENT

Subject to these Terms, only you and no other person shall have the right to any claim against DINARI in connection with the Sale(s) and your sale and purchase of Tokens hereunder. You shall not assign, trade, or transfer, or attempt to assign, trade, or transfer, your right to any such claim. Any such assignment or transfer shall not impose any obligation or liability of DINARI to the assignee or transferee.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 These Terms shall not entitle you to any intellectual property rights, including the rights in relation to the use, for any purpose, of any information, image, user interface, logos, trademarks, trade names, Internet domain names, or copyright in connection with the Whitepapers, the Channels, DINARI, the Sale(s), Tokens, your sale and purchase of Tokens, and/or the Dinari Platform.

11.2 There are no implied licenses under these Terms, and any rights not expressly granted to you hereunder are reserved by DINARI.

12. SURVIVING TERMS

Notwithstanding the expiry or termination of the Sale(s), any delivery of Tokens to you or any abortion of the Sale(s) pursuant to these Terms, Sections 7 to 19, and the Annexes hereto shall remain valid and in full force and effect.

13. NO WAIVER

Any failure of DINARI to enforce these Terms or to assert any right(s), claim(s) or causes of action against you under these Terms shall not be construed as a waiver of the right of DINARI to assert any right(s), claim(s) or causes of action against you.

14. ENTIRE AGREEMENT

- 14.1** These Terms and any additional terms contained on the Sales Website shall contain the entire agreement and the understanding between the Parties and supersedes all prior agreements, understandings or arrangements (both oral and written) in relation to the Sale(s) and the sale and purchase of Tokens.
- 14.2** In the event that DINARI discovers that you, in your participation in the Sale(s), have engaged in unfair, excessive, or abusive usage or conduct, DINARI reserves the right to take such actions as may be necessary, to the fullest extent possible under law, to protect DINARI from losses, damages, harm, or degradation of any form and manner including, without limitation, rejecting your Valid Requests and refusing any refunds under these Terms.

15. TAXES

- 15.1** All amounts that you transfer as consideration for your Valid Requests for Tokens shall be exclusive of all taxes that are applicable to your purchase of, receipt and holding of Tokens in any jurisdiction ("Payable Tax").
- 15.2** You shall be responsible for determining any Payable Tax and declaring, withholding, collecting, reporting and remitting the correct amount of Payable Tax to the appropriate tax authorities. You shall be solely liable for all penalties, claims, fines, punishments, or other liabilities arising from the non-fulfilment or non-performance to any extent of any of your obligations (or the obligations of any other holder of Tokens due to a Distribution by you) in relation to the Payable Tax.
- 15.3** DINARI shall not be responsible for determining any Payable Tax and declaring, withholding, collecting, reporting and remitting the correct amount of Payable Tax to the appropriate tax authorities for you or for any other holder of Tokens due to a Distribution by you.

16. NOTICES

- 16.1** Any notice or other communication to be given under these Terms shall be in writing, and shall be deemed to have been duly served on, given to or made in relation to a Party if it is:
- (a)** left at the address of that Party or posted by pre-paid, airmail/first-class/registered post addressed to that Party at such address, in which case such notice shall be deemed to have been delivered and received at the time of delivery; or
 - (b)** transmitted by email or facsimile, in which case such notice shall be deemed to be delivered and received at the time of transmission in legible form.

provided that where, in the case of delivery by hand, the delivery occurs after 6.00 p.m. on a business day or on a day which is not a business day, receipt shall be deemed to occur at 9.00 a.m. on the next business day.

- 16.2** For the purposes of these Terms, the contact details of DINARI shall be the contact details (including, if applicable, the details of the person for whose attention a notice or communication is to be addressed) as DINARI may announce on the Sales Website or the Channels or notify to you in writing from time to time in accordance with the requirements of this Section.

- 16.3** For the purposes of these Terms, your contact details shall be such contact details as you may notify to DINARI in writing from time to time in accordance with the requirements of this Section.

17. GOVERNING LAW AND JURISDICTION

- 17.1** These Terms shall be governed by, and construed in accordance with, the laws of Delaware.
- 17.2** Any dispute, controversy or claim arising out of or relating to these Terms, or the breach thereof, including the determination of the scope or applicability of the agreement to arbitrate ("Dispute") shall be resolved in accordance with this Section.
- 17.3** A Party shall give prompt written notice of any Dispute to the other Party (a "Dispute Notice"). Such Dispute Notice will include sufficient details of the Dispute to enable the other Party to consider its position in relation to the Dispute.
- 17.4** Each Party agrees to use its best efforts to settle any Dispute amicably between the Parties within a period of 30 days from receipt of the Dispute Notice given under the preceding Section.
- 17.5** During such time as any Dispute is being resolved or determined under this Section, whether by negotiation, mediation or arbitration, the Parties shall continue to comply with their respective obligations under these Terms.

18. AMENDMENT AND RIGHTS OF THIRD PARTIES

- 18.1** DINARI HAS THE RIGHT TO AMEND THESE TERMS WITHOUT CONSENT FROM ANY OTHER PERSON FROM TIME TO TIME.
- 18.2** Save for the Indemnified Persons who shall have rights to the extent accorded thereto under these Terms, a person who is not a Party shall not have any rights to enforce any term of these Terms.
- 18.3** Notwithstanding any term of these Terms, the consent of or notice to any Indemnified Persons shall not be required for any termination, rescission or agreement to any variation, waiver, assignment, novation, release or settlement under these Terms at any time.

19. SEVERANCE AND PARTIAL INVALIDITY

- 19.1** If any of these Terms is rendered void, illegal, or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal, or unenforceable to that extent and no further and, for the avoidance of doubt, the rest of these Terms shall continue to be valid and in full force and effect and shall in no way be affected, impaired, or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants, and restrictions without including any of such that may be hereafter declared invalid, illegal, void, or unenforceable.
- 19.2** The illegality, invalidity, or unenforceability of any provision of these Terms under the law of any jurisdiction shall not affect its legality, validity, or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

ANNEX 1 - DEFINITIONS AND REFERENCES

In these Terms, the following words and expressions shall, where not inconsistent with the context, have the following meanings respectively:

“Aggregator” means any Purchaser of Tokens pursuant to any lawful contractual or other relationship whereby such Purchaser agrees to purchase and hold Tokens on behalf of one or more third party individuals looking to obtain the benefits of ownership without holding Tokens.

“API” means the Application Protocol Interface that is accessed through the Dinari Partner Dashboard found [\[here\]](#)

“Designated Address” means the unique blockchain address provided to you by CoinList onscreen at the Sales Website for purposes of transfer of any accepted digital asset for funding your Sales Account.

“Designated Bank Account” means the bank account which details are provided to you onscreen at the Sales Website for purposes of transferring USD to fund your Sales Account.

“Dinari Platform” means the Dinari mainnet release blockchain and protocol to which Tokens is a native, digital asset.

“Dinari Tokens” or “Tokens” means a set of rules encoded in a smart contract, and in the specific case of Tokens offered in this Sale, each Token is encoded to represent a particular asset as set out on the Sales Website.

“Dinari-compatible Wallet” means a blockchain address on the Dinari Platform which you have successfully established and is owned by you and which has been registered in your Sales Account, and is used to hold any Tokens and any stablecoin accepted for payment by Dinari.

“Distribution” means the transfer of any Tokens from a Distributor Purchaser to an end user (a “Distribution Participant”) in compliance with these terms and with advanced notice to Dinari. Should a Distributor Purchaser make a Distribution in compliance with these Terms, such Distribution may be referred to herein as an approved Distribution.

“Distributor” means any underwriter, dealer, or other person who participates, pursuant to a contractual arrangement, in the distribution of the securities offered or sold in reliance on SEC Regulation S, found in 17 C.F.R. §§ 230.901 through 230.905. The term Distributor applies to any Purchaser that purchases Tokens on behalf of another person, with a view to eventually place an appropriate portion of the purchased Tokens in individual digital wallets. All Distributors must agree to the Additional Terms for Distributors found at [Annex 3](#).

“double spend” means to undertake, or attempt to undertake, two (2) different transactions on the relevant blockchain or any other cryptocurrency network and spend the same account balance on each of the transactions.

“Excluded Jurisdiction” MEANS ANY OF UNITED STATES OF AMERICA (INCLUDING ITS TERRITORIES), CANADA, DEMOCRATIC PEOPLE'S REPUBLIC OF KOREA, CUBA, SYRIA, IRAN, SUDAN, CRIMEA, PEOPLE'S REPUBLIC OF CHINA, OR JURISDICTIONS WITH STRATEGIC ANTI-MONEY LAUNDERING / COUNTER-FINANCING OF TERRORISM DEFICIENCIES MOST RECENTLY IDENTIFIED BY THE FINANCIAL ACTION TASK FORCE, AND JURISDICTIONS IN WHICH THE SALES ARE PROHIBITED, RESTRICTED OR UNAUTHORISED IN ANY FORM OR MANNER WHETHER IN FULL OR IN PART UNDER THE LAWS, REGULATORY REQUIREMENTS OR RULES IN SUCH JURISDICTION.

“immediate family” in relation to a senior foreign political figure includes such figure’s parents, siblings, spouse, children, and in-laws.

“Indemnified Persons” means DINARI’s subsidiaries, related companies, corporate and individual affiliates, technology providers and advisors, directors, officers, employees, agents, service providers, and its affiliates, successors, and permitted assignees.

“Managed Account” means your wallet obtained by an established wallet service provider (As of the date these Terms were last updated, this provider is Fordefi) to offer our users a REST API integration for placing and monitoring orders for dShares, and for Managed Accounts to access yield bearing USD+.

“OFAC” means the United States Office of Foreign Assets Control of the United States Department of the Treasury.

“Partner Dashboard” means the Dinari API for Distributors and Aggregators

“Receiving Address” means the Designated Address(es) or address(es) on the relevant blockchain as DINARI may transfer or refund any proceeds from the Sale(s) to participants.

“Subsidiary” means a corporation that has (a) the composition of its board of directors controlled by another corporation; (b) has more than half of its voting power controlled by another corporation; or (c) has more than half of its issued share capital held by another corporation.

“Terms” means the terms and conditions contained in these “Sales Terms”, as amended, supplemented, updated or substituted from time to time and includes the Annexes hereto.

“USD+” means a yield-bearing digital asset (being a rebasing ERC20 token), issued by Dinari that operates natively in the Ethereum blockchains (other blockchains may be added in the future, with due notice to users). USD+ accrues yield for holders in accordance with these Terms. One USD+ can be redeemed at a fixed value of one US Dollar backed stablecoin, as long as an account is opened and the transaction falls into the Terms and Conditions laid herein.

“USD+ Reserves” are an equivalent amount of U.S. Dollar-denominated assets held by Dinari on behalf of, and for the benefit of, eligible users backing the USD+ which are managed by a 3rd party in conjunction with a regulated broker and custodian. Such reserves are composed mostly by short term US treasuries and in smaller portions in the form of deposits in regulated banks and other low risk stablecoins that Dinari accepts as a means to purchase USD+ (currently only USDC is accepted). Under no circumstance are USD+ Reserves commingled with Dinari operational assets.

“validated and verified” means, in relation to a relevant blockchain, receiving appropriate confirmations on such blockchain.

“Website” means the internet site at address www.dinari.com.

“Whitepapers” means [-]

In these Terms, a reference to:

- (a) DINARI includes a reference to its duly authorized agents and/or delegates;
- (b) a person includes a reference to any individual, body corporate, unincorporated association or partnership;
- (c) an agreement or other document is a reference to that agreement or document as from time to time supplemented or amended;

- (d) the masculine gender includes the feminine and neuter genders and vice versa;
- (e) the singular includes the plural and vice versa; and
- (f) any law or regulation is a reference to that law or regulation as amended from time to time and, where the same has been repealed, to any re-enactment or replacement of the same.

ANNEX 2: RISK FACTORS

RISKS RELATED TO TOKENS

The Purchaser (for purposes of this Annex 2, including any distribution or aggregation participant) understands that the purchase of the Tokens (or the receipt of any benefit or detriment therefrom) involves substantial risk, including, without limitation, the risks set forth below. The list of risk factors set forth below does not purport to be a complete enumeration or explanation of the risks involved in the Purchaser's purchase of the Tokens.

1. The Tokens are subject to severe constraints on liquidity. There is currently no market for the Tokens and there can be no assurance that such market will develop or expand. The purchase of the Tokens is suitable only for persons that are sophisticated and experienced with the relevant software, cryptography and business and are financially able to hold their Tokens for an indefinite period of time and who can afford a loss of their entire investment.

2. The Purchaser understands and accepts the inherent risks associated with the Tokens, including, without limitation, risks associated with: (a) potential money laundering; (b) potential fraud; (c) anonymity of transactions; (d) potential exploitation for illegal purposes; (e) potential theft; (f) instability and other flaws of the Tokens exchanges or brokers/custodians, if any; and (h) the lack of regulation of the Tokens and the lack of the clarity of the application of existing regulations as applied to blockchain tokens, in each case, as of the date hereof. To the extent that the Tokens are used for money laundering, to commit fraud, or for other illegal purposes, or regulations are adopted or interpreted in relation to blockchain tokens, the use and/or functionality of the Tokens on the applicable blockchain may be terminated or materially altered as a result.

3. The Purchaser understands and accepts that the software and hardware, technology and technical concepts and theories applicable to the Tokens (as well as Blockchain Tokens in general) is still in an early development stage and unproven, there is no warranty that the technology will be uninterrupted or error-free and there is an inherent risk that the technology could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of the Tokens and the Purchaser's entire Total Purchase Price.

4. The Purchaser understands and accepts that the blockchain technology on which the Tokens and most other blockchain tokens are based 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 any setup of the purchase process and which may, inter alia, result in an adverse effect to any purchase, including the termination and the loss of all of the Tokens and the Purchaser's entire Total Purchase Price.

5. The Purchaser understands and accepts that the development of the Dinari platform financed by the sale of, or relating to, the Tokens, if any, may be abandoned for a number of reasons, including but not limited to failure of the project, lack of interest of the industry and/or the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects), lack of ability to obtain regulatory licenses, permits or clearances. The Purchaser therefore understands that there is no assurance that, even if such project is partially or fully developed and launched, the Purchaser may receive any functionality through the Tokens, and that they may become worthless. The Purchaser further understands and accepts that a project financed by the sale of, or relating to, the Tokens may give rise to other, alternative projects, promoted by third parties unaffiliated with Dinari, and the Tokens do not share in the profits of Dinari or any project of Dinari (including its software development relating to the Tokens). Tokens will have no intrinsic value.

6. The Tokens are intended to be accessed using a private key that corresponds to the address at which it is stored. The Purchaser understands and accepts that if the private key, or the "seed" used to create the address and corresponding private key are lost or stolen, the Tokens associated with the Purchaser's address might be unrecoverable and will be permanently lost.

7. The Purchaser understands and accepts that the underlying software application and software platform of the Tokens, the Internet, any blockchain network, the Purchaser, and other involved software, technology components and/or platforms concerned with the Tokens may be exposed to attacks by hackers or other individuals that could result in theft or loss of the Tokens and the Purchaser's entire Total Purchase Price.

8. The Purchaser understands and accepts that public blockchain based systems depend on independent validators, and therefore may be vulnerable to consensus attacks including, but not limited to, double-spend attacks, majority voting power attacks, race condition attacks and censorship attacks. Any successful attacks in respect of the Tokens present a risk to the system in which the Tokens are used, expected proper execution and sequencing of the purchased Token transactions, and expected proper execution and sequencing of software computations, including loss of the Purchaser's entire Total Purchase Price.

9. The securities and derivatives markets are subject to comprehensive statutes, regulations and margin requirements. In addition, the SEC, the CFTC, and the exchanges are authorized to take extraordinary actions in the event of a market emergency, including, for example, the retroactive implementation of speculative position limits or higher margin requirements, the establishment of daily price limits and the suspension of trading. The regulation of securities and derivatives both inside and outside the United States is a rapidly changing area of law and is subject to modification by government and judicial action.

10. As blockchain tokens have grown in popularity, certain U.S. agencies, such as the SEC, the Financial Crimes Enforcement Network and the CFTC, have begun to examine blockchain tokens and the operations of blockchain tokens in depth. To the extent that any type of blockchain token is determined to be a security, commodity, future or other regulated asset, or to the extent that a U.S. or foreign government or quasi-governmental agency exerts additional regulatory authority over blockchain tokens or the Tokens, the Purchaser's interest in the Tokens may be adversely affected.

11. The Tokens currently face an uncertain regulatory landscape in not only the United States but also in many foreign jurisdictions, such as the European Union. Various foreign jurisdictions may, in the near future, adopt laws, regulations or directives that affect the Tokens, including exchanges that may trade the Tokens and service providers that fall within such jurisdictions' regulatory scope. Such laws, regulations or directives may conflict with those of the United States and may negatively impact the acceptance of the Tokens by users, merchants and service providers outside of the United States and may therefore impede the growth of the Tokens. The effect of any future regulatory change on the Purchaser's interest in the Tokens is impossible to predict, but such change could be material and adverse.

12. It may be illegal, now or in the future, to own, hold, sell or use the Tokens in one or more countries, including the United States. One or more countries may take regulatory actions in the future that severely restricts the right to acquire, own, hold, sell or use the Tokens or to exchange the Tokens for fiat currency. Such an action may adversely affect the Purchaser's interest in the Tokens.

13. The loss of the key architects and developers of Dinari and the Tokens could restrict the ability of the issuer of the Tokens to execute on its future development plans with respect to the Tokens, which could materially and adversely affect the Purchaser's interest in the Tokens.

RISKS SPECIFIC TO USD+ YIED-BEARING STABLECOIN

- a. USD+ Reserves Risk: Dinari's USD+ Reserves are held in U.S. Dollars and short-term US Treasuries. In the event of a default on these instruments, it could lead to loss of collateral value. The USD+ Reserves that are held in our account for and on behalf of eligible Users may be lost or inaccessible to due to various factors including, without limitation, discovery of wrongful conduct, market manipulation, physical or digital attacks, insolvency of Dinari and other factors outside of our control. We aim take steps to ensure that these reserves are as protected as possible from insolvency; for example, by segregating such funds when possible. Currently, Dinari is working to create a segregated account to ensure that such assets are legally separated from Dinari assets.
- b. Blockchain-Related Risk: The use of blockchain technology entails inherent risks, such as irreversible transactions, which may lead to permanent loss of assets in cases of errors or unauthorized transactions.
- c. Fork Risk: The permissionless nature of blockchains means that existing supported blockchains may fork. Dinari will inform users in advance in case new forks are supported, so that users can track the blockchains where ownership of assets continues to be supported for redemptions.
- d. Smart Contract Risk: Smart contracts used on the Platform may contain vulnerabilities or unforeseen issues that could result in asset loss or disruptions to our products and services. Dinari has taken steps to mitigate such risks, including audits and monitoring, but no smart contract is risk free.
- e. Liquidity and Listing Risk: Market fluctuations, changes in listing status, or other factors may impact the liquidity and value of digital assets held in your account.
- f. Legal Risk: Changes in laws or regulations in your jurisdiction or internationally may impact your ability to use our products and services or the legal status of your digital assets.
- g. Regulatory Change Risk: Any digital asset such as USD+ may decrease in value or lose all of its value due to legislative or regulatory activity, or other governmental or regulatory action. Governmental and regulatory authority regulation of digital assets is unsettled and rapidly evolving.
- h. Exchange Risk: The loss or compromise of digital asset exchanges may result in the loss of your assets or disruptions to our products and services.
- i. Trading Risk: Trading in digital assets involves inherent risks, including market volatility, and may result in the loss of some or all of your assets.
- j. Banking Risk: Changes in banking relationships or regulations may impact the availability of our products and services, including the ability to deposit or withdraw fiat currency.
- k. No Deposit Insurance Risk: Dinari does not provide deposit insurance, and digital assets held in your account are not insured against loss.
- l. Insurance Risk: We have not obtained insurance coverage in respect of our business operations.
- m. Third Party Platform Risk: The permissionless feature of USD+ may enable 3rd party platforms to integrate without Dinari's consent. This may lead users to interacting with malicious contracts or contracts with security features that have not been assessed by Dinari. Dinari is not liable for losses related to the usage of 3rd party platforms.
- n. Blocked Addresses, Blacklisting and Forfeited Funds Risk: Dinari reserves the right to block certain USD+ addresses and freeze associated USD+ (temporarily or permanently) if it determines, in its sole and absolute discretion, that they may be associated with illegal activity or activity violating our Terms. If you send or receive USD+ to/from a Blocked or Blacklisted Address, Dinari may take any steps

it deems necessary, including freezing the USD+ and suspending or terminating your Account. In certain cases, Dinari may report suspected illegal activity to law enforcement agencies, which could result in the forfeiture of rights associated with your USD+, including redemption for U.S. Dollars. Dinari may also be required to freeze USD+ or surrender associated U.S. Dollars if mandated by a legal order from a valid government authority.

o. Termination Risk: You may be unable to withdraw or transfer USD+ prior to our termination of any products and services or your access to your account, in each case, resulting in the loss of any USD+ remaining in your wallet.

p. Inaccuracies Risk: Any USD+ may be lost if sent to the wrong address (for example, but without limitation, if the address is improperly formatted contains errors, or is intended to be used for a different type of digital asset). Any USD+ may be lost if sent to a correct address but the recipient does not act as intended. Your transaction request or email to us or via the Platform may be lost, intercepted, or altered during transmission.

q. Other Risks: There are various other risks you assume in relying on any text, graphics, user interfaces, information, data, tools, products, services, and other content (collectively, the "Content") provided by Dinari via the Platform, social media accounts of Dinari or its officers ("Social Media Accounts"), or any other means, including:

ALL CONTENT PROVIDED IS FOR INFORMATIONAL PURPOSES ONLY. NOTHING ON THE PLATFORM OR SOCIAL MEDIA ACCOUNTS IS A RECOMMENDATION THAT YOU PURCHASE, SELL, WITHDRAW, OR HOLD USD+ OR THAT YOU PURSUE ANY STRATEGY IN RESPECT OF USD+. NOTHING ON THE PLATFORM OR SOCIAL MEDIA ACCOUNTS IS INTENDED TO BE, AND YOU SHOULD NOT CONSIDER ANY OF THE CONTENT PROVIDED TO BE, TRADING, INVESTMENT, ACCOUNTING, TAX, LEGAL, OR PROFESSIONAL ADVICE OF ANY KIND.

- The Content speaks only as of the date indicated, if any.
- We make reasonable efforts to provide accurate Content, but at times we may not promptly update or correct the Platform or Social Media Accounts, even if we are aware it is inaccurate, outdated, or otherwise inappropriate.
- We may change all or any portion of the Platform at any time without notice to you.
- You agree that we are not liable for any action you take or decision you make in reliance on any Content.
- All or any portion of the Platform may not be available and may not function properly at any time.
- We make reasonable efforts and employ appropriate safeguards to avoid technological problems, but at any time, the Platform may have and may cause technological problems such as viruses and other damaging computer programming routines or engines.
- We are not liable for any problems or issues affecting the software, networks, protocols, systems, and other technology including, any blockchain which has not been created by or for us ("Third-Party Technology") and used to create, issue, transfer, cancel, use or transact in USD+.
- We take reasonable security precautions when using the Internet, telephone, or other means to transport data or other communications, but disclaim liability for any interception of data or communications.
- We are not liable for damage or injury caused by the performance or failure of performance of all or any portion of the Platform.
- We are not liable for any defects, delays, or errors in or resulting from your use of the Platform.

ANNEX 3: ADDITIONAL TERMS FOR DISTRIBUTORS

In addition to the Terms, any Purchaser that plans to make a Distribution of Tokens must also agree to and ensure each of the following:

Pursuant to Reg S, Distributor understands and agrees that:

1. Distributor and any other Distribution Participant who participates in the Distribution ***must agree in writing*** that all its offers and sales of securities during the restricted period will be made outside the United States in accordance with Regulation S (or pursuant to registration under the Securities Act or an available exemption).
2. All offering materials and documents, including prospectuses, offering circulars, and advertisements (other than press releases) used during the Transfer Compliance Period must include statements that the securities have not been registered with the SEC and may not be offered or sold in the United States or to U.S. persons unless the securities are registered under the Securities Act or are exempt from such registration.
3. The statements in Clause 2 above must appear: (a) on the cover or inside cover page of any prospectus or offering circular used in the offering; (b) in the underwriting section of any prospectus or offering circular used in the offering; and (c) in any advertisement made by the Distributor, their respective affiliates, or any person acting on behalf of any of them. Notwithstanding the foregoing, these statements may appear in summary form on the prospectus cover pages and in the advertisements.
4. Distributor is responsible to ensure that any Distribution Participant understands and agrees that the Tokens are being sold pursuant to an exemption from SEC Registration available under SEC Reg S.
5. Distributor will make certain through a contractual agreement that any other Distribution Participant agrees to contractual terms that are substantially similar to the Terms, and that such terms will, at a minimum, contain provisions that:
 - a. Inform the Distribution participant that the Tokens are issued pursuant to Regulation S and are restricted from transfer and sale as set forth in the Terms;
 - b. Distribution participants will provide proper information to ensure proper KYC and AML checks, and that Distributor is authorized to provide that information to DINARI if needed;
 - c. Distribution participants are not a Disqualified Person and may not make any transfer of the Tokens in violation of the Terms or the terms set out by the Distributor;
 - d. Hold DINARI harmless from any actions taken by Distributor and limit/disclaim any liabilities of DINARI in a manner at least as encompassing as the Terms. Failure to do so will be considered a breach of the Terms and an indemnification obligation of Distributor to the Indemnified Persons; and
 - e. Faithfully reproduce the Risk Factors on Annex 2.
6. DINARI will make a specific Enterprise Dashboard available to Distributors and other B2B Purchasers as needed. The Enterprise Dashboard exists solely for the convenience of the Distributor or other B2B Purchaser and is not a separate product. DINARI will in no way be liable for any failure of the Enterprise Dashboard, including but not limited to any errors, lack of functionality, downtime or the like.

7. As a Distributor, you will be provided with an Application Protocol Interface (“API”) Key (the “API Key”). Your usage of the DINARI API or API Key is subject to a separate DINARI API License, the general terms of which can be found [here](#).

ANNEX 4: ADDITIONAL TERMS FOR AGGREGATORS

In addition to the Terms, any Purchaser that plans to make a purchase of Tokens as an Aggregator must also agree to and ensure each of the following:

Aggregator understands and agrees that:

1. Aggregator will maintain principal ownership of all Tokens it purchases and will not make any Distribution of such Tokens or otherwise act as a Distributor.
2. All offering materials and documents, including prospectuses, offering circulars, and advertisements (other than press releases) used during the Transfer Compliance Period must include statements that the securities have not been registered with the SEC and may not be offered or sold in the United States or to U.S. persons unless the securities are registered under the Securities Act or are exempt from such registration.
3. The statements in Clause 2 above must appear: (a) on the cover or inside cover page of any prospectus or offering circular used in the offering; (b) in the underwriting section of any prospectus or offering circular used in the offering; and (c) in any advertisement made by the Aggregator, their respective affiliates, or any person acting on behalf of any of them. Notwithstanding the foregoing, these statements may appear in summary form on the prospectus cover pages and in the advertisements.
4. Aggregator is responsible to ensure that any third-party end user that is relying on Aggregator to purchase Tokens for their benefit understands and agrees that the Tokens are being sold pursuant to an exemption from SEC Registration available under SEC Reg S.
5. Aggregator is responsible for compliance with all applicable laws when it comes to the contractual relationship with its end users and represents and warrants that any such arrangement complies with applicable law and regulation. Failure to do so will be considered a breach of the Terms and an indemnification obligation of Aggregator to the Indemnified Persons.
6. Aggregator will make certain through a contractual agreement that any third-party end user that is relying on Aggregator to purchase Tokens for their benefit agrees to contractual terms that are substantially similar to the Terms, and that such terms will, at a minimum, contain provisions that:
 - a. Tokens are issued pursuant to Regulation S and are restricted from transfer and sale as set forth in the Terms;
 - b. Aggregator participants will provide proper information to ensure proper KYC and AML checks, and that Aggregator is authorized to provide that information to DINARI if needed;
 - c. Hold DINARI harmless from any actions taken by Aggregator and limit/disclaim any liabilities of DINARI in a manner at least as encompassing as the Terms. Failure to do so will be considered a breach of the Terms and an indemnification obligation of Aggregator to the Indemnified Persons; and
 - d. Faithfully reproduce the Risk Factors on Annex 2.
7. DINARI will make a specific Enterprise Dashboard available to Aggregators and other B2B Purchasers as needed. The Enterprise Dashboard exists solely for the convenience of the Aggregator or other B2B Purchaser and is not a separate product. DINARI will in no way be liable for any failure of the Enterprise Dashboard, including but not limited to any errors, lack of functionality, downtime or the like.

8. As an Aggregator, you will be provided with an Application Protocol Interface (“API”) Key (the “API Key”). Your usage of the DINARI API or API Key is subject to a separate DINARI API License, the general terms of which can be found [here](#).