

FinTab Token Sale Agreement

Consumer notice: this FinTab Token Sale Agreement is not an offer of securities or a collective investment scheme. You are advised to read this document carefully and in full.

Posted: October 10, 2017

Effective Date: October 10, 2017

1. Introduction of the FinTab and the features of the FinTab digital token

BADIAREN MANAGEMENT LTD (25B, st. TRIPOLITSAS, LIMASSOL, 3086, CYPRUS), a company existing under the laws of Cyprus, with the registration number HE376095 (hereinafter the “FinTab”) welcomes You (hereinafter the “User”) to use FinTab’s smart contract deployed in Ethereum decentralized platform (hereinafter “FinTab Smart-Contract”) in accordance with the terms of this FinTab Token Sale Agreement.

FinTab is the accounting system for cryptocurrencies. The service helps to analyze the financial state of portfolio, the yield on a particular currency, and the whole portfolio. FinTab is a SaaS product with service fee charged.

The fee for the services and goods listed above will be set by the FinTab and carried out in digital tokens – “FinTab” (hereinafter “FinTab” or “the FinTab digital token”). The FinTab digital token is created according to the ERC20 specifications of the Ethereum blockchain.

The FinTab digital token is a cryptographically secured representation of a token-holder’s rights to obtain in future the services and goods through the FinTab System, which only a token-holder may purchase.

The User acknowledges, understands and agrees that ownership of the FinTab digital token does not grant the User the right to receive profits, income, or other payments or returns arising from the acquisition, holding, management or disposal of, the exercise of, the redemption of, or the expiry of, any right, interest, title or benefit in the FinTab, or FinTab System, or any other FinTab’s property or any part of it.

The User is aware of the merits, risks and any restrictions associated with digital tokens, cryptocurrencies and Blockchain-technologies, including but not limited to: (i) Risk of Losing Access to Tokens Due to Loss of Private Key(s), (ii) Risks Associated with the Ethereum Platform Protocol, (iii) Risk of Hacking and Security Weaknesses, (iv) Risk of Uninsured Losses, (v) Risks Associated with Uncertain Regulations and Enforcement Actions.

Based on the famous Howey test the FinTab digital tokens should not be deemed as securities or a collective investment scheme:

- the FinTab digital tokens do not grant to the User any voting or ownership rights;
- the FinTab digital tokens do not grant to the User any return on investment;
- the FinTab digital tokens do not grant to the User any profit and passive income from the ownership of the FinTab digital tokens.

Therefore, the FinTab digital tokens are not securities and are not registered with any government entity as a security, and will not be considered as such.

The User may purchase the FinTab digital token through the Initial Coin offering (hereinafter "ICO") during the period of the ICO from 12/10/2017 to 30/01/2018 (hereinafter "ICO Period") in accordance with this FinTab Token Sale Agreement.

By purchasing the FinTab digital tokens the User expressly acknowledge and assume these risks. If you have any questions regarding this information or regarding this FinTab Token Sale Agreement, please contact us at: info@fintab.io

2. FinTab Offer

This FinTab Token Sale Agreement constitutes an offer to conclude the agreement for purchase and use of the FinTab digital tokens under the conditions stated below (the FinTab Offer for purchase and use of the FinTab digital tokens) and can be accepted by any person (with the exception of the user specified in Article 7 of the FinTab Token Sale Agreement) not otherwise than by adherence to the entire this FinTab Token Sale Agreement, including the conditions of its applications, which are deemed to be its integral part.

This FinTab Token Sale Agreement includes and hereby incorporates by reference the following applications: The FinTab Whitepaper located at <https://drive.google.com/file/d/1lawlwe0zJmhytA6PIs9S8wEo7gP6nyRL/view>, collectively, with this FinTab Token Sale Agreement, "the FinTab Token Sale Agreement".

FinTab may, in its sole discretion, amend the FinTab Token Sale Agreement at any time by posting a revised version on the site at <https://fintab.io>.

Any revisions to the FinTab Token Sale Agreement will take effect on the noted effective date or when posted if there is no noted effective date (each, as applicable, the "Effective Date"). If the change includes an increase of the fees charged by FinTab, such change would take effect after five (5) days after it was posted.

3. User's Acceptance

To become a party of the FinTab Token Sale Agreement, which means the acceptance of the FinTab Offer for purchase and use of the FinTab digital token under the conditions stated below, the User will purchase any amount of the FinTab digital tokens in accordance with the technical recommendations of FinTab, which will be published at <https://fintab.io> no later than twelve (12) hours before the ICO Period.

By purchasing the FinTab digital tokens in accordance with the technical recommendations of FinTab, the User acknowledges and agrees that fully and unconditionally accepts the FinTab Offer for purchase and use of the FinTab digital tokens under the conditions stated in the FinTab Token Sale Agreement, without any reservation or exception.

The moment when the FinTab Token Sale Agreement is concluded (the acceptance of the FinTab Offer for purchase and use of the FinTab digital token), will be the moment of the first purchase of the FinTab digital token by the User.

If you do not agree to all of the terms of the FinTab Token Sale Agreement, You may not purchase any amount of the FinTab digital tokens.

4. The User's Digital signature

After registration on the website <https://ico.fintab.io> the User receives a Login and Password to access the FinTab tokenholders' personal account.

By using the Login and Password the User confirms the formation of his or her User's Electronic signature, and the information in electronic form, signed by the User using the Electronic signature (using his or her Login and Password), will be accepted by the

User and FinTab to be an electronic document equal to a paper document signed by a handwritten signature.

All actions carried out with the use of Login and Password of the user (Electronic signature), considered to be executed by the User.

User's account registration constitutes an acknowledgement that User is able to electronically receive, download, and print the FinTab Token Sale Agreement and any amendments.

5. The FinTab Token Sale Agreement Grants

FinTab will grant to the User an opportunity to use the FinTab digital tokens to:

- get "Pro" account in the FinTab System;
- get "Manage" account in the FinTab System;
- other the services and goods listed above will be set by the FinTab.

6. The FinTab Token Sale Agreement Grant Restrictions

User will not, and will not allow any third party to:

- insert into the FinTab System, the FinTab smart-contract and the FinTab digital token any viruses, worms, date bombs, time bombs, or other code that is specifically designed to harm the use of the FinTab System, the FinTab smart-contract and the FinTab digital token to cease operating, or to damage, interrupt, or interfere with any end user data;
- use the FinTab digital tokens for of illegal or unlawful actions or other unauthorized purposes;
- exceed the scope of any license granted to User hereunder.

7. Representations and Warranties

By purchasing the FinTab digital tokens, the User represents and warrants that:

- the User have read and understand the FinTab Token Sale Agreement in full;

- the User have read and understand the FinTab WhitePaper in full;
- the User fully understands, realizes and agrees with the information about the functionality, usage, storage, transmission mechanisms and other material characteristics of the FinTab digital tokens, blockchain technology, blockchain-based software systems and their risks, and appreciates the risks and implications of purchasing the FinTab digital tokens;
- the User fully understands, realizes and agrees that the FinTab digital tokens are created on a blockchain and are designed to be used to make various internal payments through the FinTab System and it does not grant to the User any voting or ownership rights, any return on investment or any profit and passive income from the ownership of the FinTab digital tokens;
- the User will not forge, or otherwise manipulate any personal or non-personal data requested by FinTab in the process of the User's registration (will not use the VPN or other means of distorting the data), or after its completion, will provide all necessary personal or non-personal data in the form and format requested by FinTab in the event when such necessity arises in connection within the requirements of anti-money laundering and "Know Your Customer" (KYC) frameworks of FinTab or in accordance with the applicable law.
- the User's purchase of the FinTab digital tokens complies with applicable laws and regulations in the User's jurisdiction;
- the User is not eligible and not to purchase tokens if you are a citizen or a resident (tax or otherwise) of any country or territory where transactions with digital tokens and/or digital currencies are prohibited or in any other manner restricted by applicable laws. "Person" is generally defined as a natural person residing in the relevant state or any entity organized or incorporated under the laws of the relevant state. Purchased tokens cannot be offered or distributed as well as cannot be resold or otherwise alienated by their holders to mentioned persons;
- the User do not intend to hinder, delay or defraud FinTab or any other users of the FinTab System or engage in any illegal conduct and or unlawful activity in relation to money laundering, receiving the proceeds of drug trafficking or terrorist activities; receiving the proceeds of criminal activities, terrorist activities or trading with such countries as might from time to time be subject to any embargo imposed by the Security Council of the United Nations, the European Union, or Singapore or in any place of the world.

8. Purchasing of the FinTab digital tokens

The User may purchase the FinTab digital token in return for an opportunities to obtain in future the services and goods listed above through the FinTab System.

In order to purchase the FinTab digital tokens the User must comply with the requirements of Article 7 of the FinTab Token Sale Agreement.

FinTab will reserve the right to refuse selling the FinTab digital token to anyone who does not meet criteria necessary for their buying, as set out hereunder or by the applicable law.

The FinTab digital tokens will be issued in a limited number. All the FinTab digital tokens will be of equal functionality.

The User may purchase the FinTab digital tokens during the ICO Period by exchanging Ethereum (ETH) or Bitcoins (BTC) for the FinTab digital tokens at the exchange rate 0.4USD per 1 FinTab digital token, and other bonuses may be applied in accordance with the rules of the FinTab WhitePaper.

9. Distribution of the FinTab digital tokens

A total of 16.5 million FinTab digital tokens will be issued:

- 14 million FinTab digital tokens will be sold out in total during all the ICO stages for system development.
- 1.5 million FinTab digital tokens reserved for the team and partners.
- 1 million FinTab digital tokens reserved as a reward for helping the project (bounty).

All unsold tokens will be destroyed.

Stages of the ICO:

- Pre-ICO: October 12 - 12 November 12, 2017
- December 10, 2017 - January 30, 2018

Tokens are distributed to users' wallets immediately after purchase, without taking into account network delay.

10. Taxes

The User will pay any applicable taxes, including sales, use, personal property, value-added, excise, customs fees, import duties or stamp duties or other taxes and duties imposed by governmental agencies of whatever kind and imposed with respect to the transactions under the FinTab Token Sale Agreement.

11. Trademark License and Use

The User acknowledges and agrees that the FinTab's Trademarks are owned solely by FinTab, and agrees to use the FinTab's Trademarks only in the form and manner prescribed by FinTab. FinTab acknowledges that all the User's Trademarks are owned solely by the User, and agrees to use the User's Trademarks only in the form and manner prescribed by the User.

12. Trademark Restrictions

The User will not remove, modify, adapt, or prepare derivative works of any FinTab's Trademarks, FinTab's copyright notices, or other FinTab's proprietary rights notices.

13. Proprietary rights

The FinTab Token Sale Agreement does not convey the title or ownership of the FinTab System, the FinTab smart-contract from FinTab to the User but instead gives the User only the limited rights and abilities to use the FinTab digital tokens as set forth above. FinTab reserves all rights not expressly granted by the FinTab Token Sale Agreement.

The User acknowledges and agrees that FinTab System and its source code form, all enhancements, corrections and modifications to the FinTab System, all copyrights, patents, trade secrets, or trademarks or other intellectual property rights protecting or

pertaining to any aspect of the FinTab System, are and will remain the sole and exclusive property of FinTab.

14. Liability

The FinTab System and the FinTab digital tokens are provided «as is».

The User acknowledges and agrees that the FinTab System and the FinTab digital tokens may contain bugs or minor mistakes, which the FinTab promises to correct if possible.

The User acknowledges and agrees that FinTab does not warrant the User any financial or other type of outcome, which is the result of the use of the FinTab System and the FinTab digital tokens.

Nevertheless, the Parties will be responsible for compliance with the terms of the FinTab Token Sale Agreement, for fulfillment of the User's commitments and guarantees in the manner and in the amount prescribed by the FinTab Token Sale Agreement, in particular:

- In case of filing accusations, claims or lawsuits to FinTab related to non-compliance by the User of the FinTab Token Sale Agreement and/or engagements entered by the User during the participation of the ICO, the User agrees to settle such claims or actions on his own and at his own expense, as well as fully compensate FinTab documented proven losses, court fees, legal costs, incurred in connection with the refusal of the User or untimely fulfillment of his obligations by the User.
- In case of filing accusations, claims or lawsuits against FinTab, related to non-compliance by the User with exclusive rights or other rights of third parties, the User agrees to settle such claims or actions on his own and at his own expense, as well as fully compensate FinTab documented proven losses, court fees, legal costs, incurred in connection with the refusal of the User or untimely fulfillment of his obligations by the User.
- In case of the Users' violation his obligations under Article 7 of the FinTab Token Sale Agreement, FinTab reserves the right to (i) terminate the User's Account, (ii) demand full compensation from the User for losses caused by every violation; (iii) bring a case before a court if the compensation doesn't cover the FinTab's loss; (iv) release the information relating to the User's identity and location to any authorized officer in accordance with the applicable law.

15. The FinTab Token Sale Agreement term & termination

The FinTab Token Sale Agreement between FinTab and the User will commence upon acceptance by User of all the terms of the FinTab Token Sale Agreement by clicking the purchase button or by purchasing any amount of the FinTab digital tokens and using any part of the FinTab smart-contract and the FinTab System, and will continue until terminated in accordance with the terms of the FinTab Token Sale Agreement.

FinTab will have the right at its sole discretion and without any prior written notice terminate the FinTab Token Sale Agreement if:

- the User provided invalid data to complete the registration process;
- the User failed to comply with the requirements of Article 7 of the FinTab Token Sale Agreement;
- the User failed to comply with the other terms and conditions of the FinTab Token Sale Agreement.

Upon termination of the FinTab Token Sale Agreement, for whatever reason, all licenses granted by FinTab to the User under the FinTab Token Sale Agreement, User' Account, User's FinTab digital tokens will be immediately terminate without any data restoration.

Upon termination of the FinTab Token Sale Agreement, each party will remain liable to the other for any amounts due and owing to the other party as of the date of termination, and such obligation to pay will survive any termination of the FinTab Token Sale Agreement.

16. Miscellaneous

Notices: Any notice or other communication under the FinTab Token Sale Agreement will be in writing and will be considered given and received when sent by email.

Severability: If any provision of the FinTab Token Sale Agreement is held by any court of competent jurisdiction to be illegal, null or void, all the remaining provisions of the FinTab Token Sale Agreement will remain in full force and effect.

By Contributing to the Token Sale and/or by receiving, using and holding Tokens, you represent and warrant that you: waive the right to participate in a class action lawsuit or

a class-wide arbitration in respect of the Contribution or against the Token Issuing Entity, Company or any entity or individual involved with the issuance or allocation of Tokens or in respect of the development and operation of the Network.