

# DIAM Node GMBH - DIAM PURCHASE AGREEMENT

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The purchase of tokens/coins in the form of cryptographic tokens/coins from the DIAM Node GMBH may be only suitable for those purchasers who are able to understand the unique nature of token/coin sales, the DIAM Node GMBH, cryptographic tokens/coins, and token exchanges. In making a purchase decision, purchasers must rely on their own examination of the DIAM Node GMBH, the tokens/coins and the DIAM purchase agreement, including the merits and risks involved. Prospective purchasers should not construe the contents of this information, other information and documentation provided by the DIAM Node GMBH as well as the token purchase agreement (together the "**Information**") as legal, business, tax, accounting, investment, purchase or other advice. Each prospective purchaser is urged to consult its own advisers as to legal, business, tax, regulatory, accounting, financial and other consequences of its investment in the tokens/coins.

The Information is furnished for the purpose of providing certain information about purchases of tokens/coins from the DIAM Node GMBH and Diamante Net. The Information is to be used by each person to whom it has been made available solely in connection with the consideration of the purchase of the tokens/coins described in the DIAM purchase agreement. All recipients agree that they will use the Information for the sole purpose of evaluating a possible purchase of tokens/coins, and acknowledge and agree that the Information is not a prospectus. No person is authorized to give any information or make any representation in connection with the DIAM Node GMBH, the tokens/coins, or the initial token offering that is not contained in the Information. The contents of the Information are not to be construed as a recommendation or advice to any prospective purchaser in relation to the subscription, purchase, holding or disposal of tokens/coins and prospective purchasers should consult their own professional advisers accordingly.

The Information is current only as of the date on its cover (on each document). Undated draft versions may not be relied upon. For any time after the cover date of the Information, including information concerning the DIAM Node GMBH's activities, financial condition and prospects may have changed. Neither the delivery of the Information nor any sale of tokens/coins hereunder shall, under any circumstances, create any implication that there have been no changes in the DIAM Node GMBH's affairs after the date of the Information.

Save as may be required under applicable law or regulation, the DIAM Node GMBH does not undertake any obligation to update the Information after its date. To the extent that information has been sourced from a third party, this information has been accurately reproduced and, as far as the DIAM Node GMBH is aware and is able to ascertain from information published by such third party, no facts have been omitted which may render the reproduced information inaccurate or misleading.

Prospective purchasers should inform themselves as to the legal requirements and tax consequences within the countries of their citizenship, residence, domicile, and place of business with respect to the acquisition, holding or disposal of the tokens/coins, and any foreign exchange restrictions that may be relevant thereto. The distribution of the Information and the offer and sale of tokens/coins in certain jurisdictions may be restricted by law.

The information below is for general guidance only and it is the responsibility of any person or persons in possession of the Information and wishing to make an application to subscribe for tokens/coins to inform themselves of, and to observe, all applicable laws and regulations of any relevant jurisdiction. No person has been authorized by the DIAM Node GMBH to issue any advertisement or to give any information or to make any representation in connection with the contents of the Information and, if issued, given or made, such advertisement, information or representation must not be relied upon as having been authorized by the DIAM Node GMBH. The Information does not constitute, and may not be used for the purposes of, an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such offer or solicitation. The distribution of the Information may be restricted and accordingly, persons into whose possession the Information come are required to inform themselves about and to observe such restrictions.

Prospective purchasers should inform themselves as to: (i) the legal requirements of their own countries for the purchase, holding, transfer or other disposal of tokens/coins; (ii) any foreign exchange restrictions applicable to the purchase, holding, transfer or other disposal of tokens/coins which they might encounter; and (iii) the income and other tax consequences which may apply in their own countries as a result of the purchase, holding, transfer or other disposal of tokens/coins. Prospective purchasers must rely upon their own representatives, including their own legal advisers and accountants, as to legal, tax, investment or any other related matters concerning the DIAM Node GMBH, the tokens/coins and a purchase of the same.

## **SALES RESTRICTION**

The offering consists of a public offering of tokens/coins by the DIAM Node GMBH in Switzerland and of private placements to prospective purchasers in certain jurisdictions outside of Switzerland. Prospective purchasers should note that participation in the token sale is subject to limitations imposed by applicable securities laws and other laws in various jurisdictions.

The Information may not be used for the purpose of, and may not be construed as, an invitation to any person to subscribe for or purchase any securities or any other financial instrument (if the tokens/coins qualify as such under local applicable laws) or as an invitation or an offer to sell or a solicitation of an offer to subscribe for or purchase any securities or any other financial instrument (if the tokens/coins qualify as such under local applicable laws) in a jurisdiction in which such an invitation, offer or solicitation cannot lawfully be made to him or made without compliance with any registration or other legal requirements. Neither the Information nor any of the tokens/coins, has been or will be registered or filed under the securities laws or regulations of any jurisdiction or approved, recommended or disapproved by any securities or other regulatory authority nor has any such authority confirmed the accuracy or determined the adequacy of the Information.

The Information is not for release, publication, circulation and distribution, and the offering of tokens/coins is excluded, directly or indirectly, in or into the United States, Afghanistan, Belarus, Bosnia Herzegovina, Burundi, Central Africa Republic, Comoros, Congo, Congo Democratic Republic, Cuba, Equatorial Guinea, Eritrea, Guinea, Guinea Bissau, Haiti, Iran, Iraq, Libya, Mali, Myanmar, North Korea, Puerto Rico, Philippines, Somalia, Sudan, Sudan Republic of South, Syria, Tunisia, Yemen, Zimbabwe or any jurisdiction into which the same would be unlawful. DIAM Node GMBH may adjust such list by adding or removing countries and jurisdictions in its sole discretion. Furthermore, tokens/coins are not offered in any jurisdiction to minors as defined under Swiss law or persons without the legal age and capacity required under applicable laws to enter into a binding agreement.

### **United States**

The tokens/coins are not offered by the DIAM Node GMBH to U.S. Citizens or U.S. Persons (has the meaning in Regulation S of the U.S. Securities Act of 1933). The tokens/coins have not been approved or disapproved by the U.S. Securities and Exchange Commission (the "SEC") or by the securities regulatory authority of any state or of any other jurisdiction of the United States, nor has the SEC or any such securities regulatory authority passed upon the accuracy or adequacy of the Information. Any representation to the contrary is a criminal offense.

# DIAM PURCHASE AGREEMENT

## Table of contents

1.	Acceptance of Agreement	1
2.	Purchase of Tokens/coins by Early Backers	1
3.	Intended functionality of DIAM Tokens/coins	2
4.	Purchase Requests, Cancellation, Refusal and Procedures	4
5.	Use of Proceeds	4
6.	Intellectual Property Rights	5
7.	Security	5
8.	Data Privacy	6
9.	Taxes	7
10.	Warranties	7
11.	Know Your Customer – Anti-Money Laundering	11
12.	Warranty Disclaimers	11
13.	Release	11
14.	Indemnification	12
15.	Limitation of Liability	12
16.	Non-Compliance with this Agreement	13
17.	Miscellaneous	13
18.	Dispute Resolution, Arbitration	16
19.	Governing Law and Venue	16

Annexes:

Annex A – RISK FACTORS

This DIAM Purchase Agreement (this "**Agreement**") contains the terms and conditions that govern your interaction with the DIAM token smart contract (the "**DIAM Token Contract**"); and purchase of the related tokens/coins distributed on Diamante Net distributed ledger network (the "**DIAM Tokens/coins**" or "**Tokens/coins**") and is an agreement between you or the entity you represent as purchaser ("**you**") and the DIAM Node GMBH, c/o Domanda Verwaltungs GmbH, Grafenaustrasse 5, 6302 Zug (the "**Company**", "**we**" or "**us**"). You and Company are herein referred to individually as a "**Party**" and collectively, as the "**Parties**"

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter and having fully read and understood the risks set out in this Agreement, you and Company agree as follows:

**IMPORTANT INFORMATION: PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY.**

### **1. Acceptance of Agreement**

This Agreement shall be effective and binding on the Parties when you: (i) have clicked the checkbox on website <https://www.diamcircle.io> (click-agreement), to indicate that you have read, understand and agree to the terms of this Agreement; or, if earlier (ii) upon Company's receipt of payment from you. You agree to be bound on this basis, and confirm that you have read in full and understand this Agreement and the terms on which you are bound.

### **2. Purchase of Tokens/coins**

**Presale of Rights to Tokens/coins.** Company may offer to a selected number of early backers in one or multiple presale rounds certain units of Tokens/coins before the Tokens/coins are distributed.

**Purchase.** In exchange of your payment of the purchase amount indicated on our token sale website; Company will issue to you the number of Tokens/coins indicated on our token sale website; all subject to the conditions and provisions in this Agreement. Such number of Tokens/coins already includes any bonus, if applicable.

**Token/coin Distribution.** The time of distribution is at the discretion of Company. Company intends to distribute the Tokens/coins after Diamante Net developed by Diamante Blockchain GMBH is available in a fully functional form.

**Non-Distribution of Tokens/coins.** You acknowledge that there is a possibility that Company will not distribute Tokens/coins to you due to technical, commercial, regulatory or for any other reasons. The distribution of Tokens/coins is furthermore subject to the condition that (i) the development of Diamante Net by Diamante Blockchain GMBH does not fail and (ii) the distribution of the Tokens/coins is not restricted or prohibited by regulation.

**No Recourse.** You will have no recourse to any refunds of the amount paid for the Tokens/coins from Company in any event whatsoever, including but not limited to situations where Company does not distribute

Tokens/coins because the development of Diamante Net by Diamante Blockchain GMBH failed or due to lack of market interest, lack of financial resources or legal and regulatory restrictions.

**Right to Unwind.** Company may, at its sole discretion and without stating any reason, request to unwind this Agreement prior to the issuance of the Tokens/coins. If this Agreement is to be unwound, Company may provide you (subject to permissibility under Swiss bankruptcy laws) the purchase amount minus fees and expenses. You shall bear all of your own costs and expenses related to or arising out of the unwind. In case of an unwind as set out above, each Party releases the other Party from any and all claims, which a Party ever had, now has, or hereafter may have against the other arising out of or relating to this Agreement, except for any claims relating to rights and obligations preserved by, created by or otherwise arising out of this Agreement.

### **3. Intended functionality of DIAM Tokens/coins**

**Token/coin - Functionality.** Tokens/coins are intended (i) to serve, now or in the future, as an alternative means of payment, in particular, but not limited, for peer-2-peer payments on Diamante Net; (ii) to be used otherwise as programmed into Diamante Net code.

YOU ACKNOWLEDGE THAT (I) THE DIAMANTE NET DISTRIBUTED LEDGER PROTOCOL IS DEVELOPED AND DEPLOYED BY DIAMANTE BLOCKCHAIN GMBH AND NOT BY COMPANY, (II) YOU ARE PURCHASING DIAM TOKENS/COINS FROM COMPANY AND NOT DIAMANTE BLOCKCHAIN GMBH, (III) DIAMANTE BLOCKCHAIN GMBH IS NOT PARTY TO THIS AGREEMENT, BUT BENEFICIARY OF CERTAIN PROVISION (VERTRAG ZUGUNSTER DRITTER ARTICLE 112 SWISS CODE OF OBLIGATIONS).

**Token/coin Supply – Potential Dilution of the Token/coin Value.** The supply of Tokens/coins is controlled by Company. Although not intended, Company may mint further Tokens/coins at any time by a vote of the DIAM Node GMBH's members. You acknowledge that this means for you that the value of Tokens/coins may get diluted.

**Tokens/coins have no Rights, Uses or Attributes.** Entitlement to Tokens/coins carries no rights, uses, purpose, attributes, functionalities or features, express or implied, including without limitation, any uses, purpose, attributes, functionalities or features, other than as set out above, subject to limitations and conditions in this Agreement. In particular, you acknowledge the Tokens/coins do not represent or confer any ownership right or stake, share or security or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to Diamante Net or Company or any of the Company Parties. Tokens/coins are not intended to be a, security, commodity or any other kind of financial instrument.

**Not Securities, Commodities, or Swaps.** The Tokens/coins themselves are not securities, commodities, swaps on either securities or commodities or a financial instrument of any kind. Purchases and sales of Tokens/coins are not subject to the protections of any laws governing those types of financial instruments. This Agreement and all other documents referred to do not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity.

**Technology.** The Tokens/coins may be migrated to another underlying distributed ledger protocol, standard or technology in the future should the nodes of the Diamante Net determine, that doing so is necessary or desirable. If you fail to effectuate such migration, the Tokens/coins may get lost. Notwithstanding any other provision of this Agreement, Company shall not be responsible or liable for any damages, losses, costs, fines, penalties or expenses of whatever nature, whether or not reasonably foreseeable by the Parties, which you may suffer, sustain, or incur, arising out of or relating to your failure to effectuate such migration of your Tokens/coins to another protocol or technology.

#### **4. Purchase Requests, Cancellation, Refusal and Procedures**

**Purchase Request.** Your purchase of Tokens/coins from us is final, and there are no refunds or cancellations except as may be required by applicable law or regulation or set out in this Agreement. By placing a request for Tokens/coins, you make a binding offer to purchase Tokens/coins pursuant to this Agreement and no other terms. Any variations made to this Agreement by you in any request are void and have no effect. Company has the right to accept, cancel or reject any requests for Tokens/coins at any time in its sole discretion without stating any reason. Company may accept any request for Tokens/coins by confirming the request (whether by e-mail or otherwise) or by delivering Tokens/coins, whichever occurs first. No request is binding on Company unless accepted by Company as provided in this Agreement.

**Procedures.** Company will provide specific procedures on how you should purchase Tokens/coins. By purchasing Tokens/coins, you acknowledge and understand and have no objection to such procedures and material specifications. Failure to follow such procedures may result in you not receiving any Tokens/coins. Any buyer of Tokens/coins may lose some or all of the amounts paid in exchange for Tokens/coins, regardless of the purchase date.

#### **5. Use of Proceeds**

Company will use the proceeds from the sale to support its parent company Diamante Blockchain GMBH in the development and promotion of Diamante Net as further set out on the website <https://www.diamanteblockchain.com/> (the website is part of the Information).



## **6. Intellectual Property Rights**

Company retains all right, title and interest in all of the DIAM Node GMBH's intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. Token-holder may not use any of the DIAM Node GMBH's intellectual property for any reason without the DIAM Node GMBH's prior written consent. Company may release some of such intellectual property under open-source licenses.

## **7. Security**

You shall implement reasonable and appropriate measures designed to secure access to: (i) any device associated with you and utilized in connection with your purchase of Tokens/coins; (ii) private keys to your wallet address or account; and (iii) any other username, passwords or other login or identifying credentials.

In the event that you are no longer in possession of your private keys or any device associated with your account or are not able to provide your login or identifying credentials, you may lose all of your Tokens/coins or access to your account or both. Company is under no obligation to recover any Tokens/coins and you acknowledge that all purchases of Tokens/coins are non-refundable and you will not receive money or other compensation for any Tokens/coins purchased.

## **8. Data Privacy**

**Collection of Personal Information.** Throughout this section, we use the term ("**Personal Information**") to describe information that can be associated with a specific person and can be used to identify that person. We do not consider Personal Information to include information that has been anonymized so that it does not identify an individual person. We may determine, in our sole discretion, that it is necessary to obtain certain information including Personal Information (as defined above) about you and the source of the funds in order to comply with applicable law or regulation - in particular, but not limited to anti-money laundering laws - regarding selling Tokens/coins to you. Such information may include your name, address, phone, email, wallet address, date of birth, passport number, numbers that you may use or have registered with your local tax authority and other similar information. For such purposes, we may also obtain information and Personal Information about you from third parties such as identity verification services. You agree to provide us with such information promptly upon request, and you acknowledge that we may refuse to sell Tokens/coins to you until you provide such requested information and we have determined that it is permissible to sell you Tokens/coins under applicable law or regulation.

**Extent of Processing.** We collect and process information and Personal Information only to the extent required for the performance of this Agreement. We will not disclose your information and Personal Information to any third parties, except as set forth in this Agreement or where such disclosure is permitted by applicable law. Even within Company and its affiliated entities, access to your information and Personal Information is limited to a subset of employees who perform obligations of Company under this Agreement.

**Safeguards.** We protect your information and Personal Information using reasonable physical, technical, and administrative-technical and organizational measures to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration. Some of the safeguards we may use are firewalls and data encryption, physical access controls to our data centres, and information access authorization controls. All of our physical, electronic, and procedural safeguards are designed to comply with applicable laws and regulations.

**Disclosure of your Personal Information.** We reserve our right to share your information and Personal Information with: (i) third parties if required to perform our rights and obligations under this Agreement; (ii) our banking partners; (iii) other legal entities that we plan to merge (should such a combination occur, we will require that the newly combined entity follow this Agreement with respect to your information and Personal Information, and you would as well receive prior notice of any change in applicable policy); (iv) third party identification services providers for fraud prevention and to comply with anti-money laundering and know your customer regulations; (v) law enforcement, government officials, or other third parties when (a) we are compelled to do so by a subpoena, court order, or similar legal procedure; or (b) we believe in good faith that the disclosure of Personal Information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of this Agreement; and (vi) other third parties only with your prior consent or direction to do so. If you would like to know more about how we process your Personal Information or would like to edit your Personal Information, please contact us.

## **9. Taxes**

The price of Tokens/coins includes all taxes (if any) due by Company for the sale of Tokens/coins under the laws of Switzerland. You bear the sole responsibility to determine if your purchase of Tokens/coins, the transfer of the purchase price to Company, the acceptance or use of Tokens/coins, the potential appreciation or depreciation in the value of Tokens/coins over time (if any), or the allocation of Tokens/coins or any other action or transaction related to Tokens/coins entails tax implications. By purchasing, holding, or using Tokens/coins, and to the extent permitted by law, you agree not to hold any third party (including Company and its representatives) liable for any tax liability associated with or arising from the purchase, holding or use of Tokens/coins or any other action or transaction related to Tokens/coins. It is your sole responsibility to comply with all applicable tax laws, including, but not limited to, the reporting and payment of income tax, wealth tax or similar taxes arising in connection with the appreciation and depreciation of Tokens/coins. You bear the sole responsibility to determine such implications and act in accordance with the law that applies to you.

## **10. Warranties**

By purchasing Tokens/coins, you warrant that:

**Understanding of the English Language and this Agreement and the Information.** You have a good understanding of the English language, have read and understood the Information and this Agreement (including all Annexes).

**Authority.** You have all requisite power and authority to execute and deliver this Agreement, to interact with the DIAM Token Contract, purchase Tokens/coins, and to carry out and perform your obligations under this Agreement.

**Funds and Payments.** Your transfer of the purchase price is not or will not be derived from, pledged for the benefit of, or related in any way to, (i) a government, an organization or person in any country designated by applicable laws in Switzerland supporting international terrorism, (ii) the government, an organization or person in any country that has been designated as a non-cooperative country or as a money laundering or (iii) directly or indirectly, any illegal activities.

**Independent Decision.** By entering into this Agreement, you have made your own independent decisions whether the purpose of Company, the Token functionality, and this Agreement are appropriate or proper for you based upon your own judgment and upon advice from such advisors as you have deemed necessary and that you understand the types of transactions covered by these terms and the risks involved with the execution of such transactions.

**Your Knowledge and Risks.** You have sufficient knowledge and experience in business and financial matters, including a sufficient understanding of distributed ledger technology or cryptographic tokens/coins and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets) and distributed ledger-based software systems, to be able to evaluate the risks and merits of your purchase of Tokens/coins, including but not limited, to the matters set forth in this Agreement (Annex A), and are able to bear the risks thereof, including loss of all amounts paid, loss of Tokens/coins, and liability to Company, Company Parties and others for your acts and omissions, including with limitation those constituting breach of this Agreement, negligence, fraud or willful misconduct. You have obtained sufficient information about the Tokens/coins to make an informed decision to purchase the Tokens/coins and understand the high-risk nature of your purch

**Limited Rights.** You understand that the Tokens/coins (i) carry no rights, uses, purpose, attributes, functionalities or features, express or implied, other than as set out in section 3, subject to limitations and conditions in this Agreement; and (ii) confer no other rights of any form with respect to Diamante Net, Diamante Blockchain GMBH its affiliates, or Company, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights.

**Purpose of Purchase.** You are purchasing Tokens/coins to use them as set out in section 3. You are not purchasing Tokens/coins for any other uses or purposes, including, but not limited to, any investment, arbitrage strategy, immediate resale, speculative or other financial purposes.

**No Conflict.** Your purchase of Tokens/coins complies with applicable law and regulation in your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction for purchasing the Tokens/coins and using the Tokens/coins as set out in section 3, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained. Where necessary, you have obtained all governmental and other consents that are required to have been obtained by you with respect to this Agreement.

**Acting on behalf of an Entity.** If you are purchasing Tokens/coins on behalf of any entity (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, (ii) you are duly authorized by such legal entity to act on its behalf and to accept this Agreement, and (iii) such entity will be responsible for breach of this Agreement by you or any other employee or agent of such entity (references to "you" in this Agreement refer to you and such entity, jointly).

**Not a US Person or Person from a prohibited Location.** You are not (i) a resident or domiciliary of New York State or purchasing Tokens/coins from a location in New York State; (ii) a citizen or resident of a geographic area in which purchase of the Tokens/coins is prohibited by applicable law, decree, regulation, treaty, or administrative act; (iii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes; (iv) a citizen or resident of the United States, Canada, Afghanistan, Belarus, Bosnia Herzegovina, Burundi, Central Africa republic, Comoros, Congo, Congo Democratic republic, Cuba, Equatorial Guinea, Eritrea, Guinea, Guinea Bissau, Haiti, Iran, Iraq, Libya, Mali, Myanmar, North Korea, Puerto Rico, Philippines, Somalia, Sudan, Sudan Republic of South, Syria, Tunisia, Yemen, Zimbabwe or any jurisdiction into which the offer and purchase of Tokens/coins would be unlawful; or (v) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List.

We may adjust such restriction by adding or removing countries, jurisdictions or authorities' lists in our sole discretion. You agree that if your country of residence or other circumstances change such that the above warranties are no longer accurate, that you will immediately cease accessing and using the the Tokens/coins.

If a person from a prohibited location purchases Tokens/coins, such a person has done so and entered into this Agreement on an unlawful, unauthorized and fraudulent basis and this Agreement is null and void. Company is not bound by this Agreement if this Agreement has been entered into by a person from a prohibited location as buyer or you have entered into this Agreement or have purchased Tokens/coins on behalf of a person from a prohibited location, and Company may take all necessary and appropriate actions, in its sole discretion, to invalidate this Agreement, including referral of information to the appropriate authorities.

### **11. Know Your Customer - Anti-Money Laundering**

**Know Your Customer** . You shall cooperate with Company and provide to Company, upon request, with proof of identity, information about all direct and indirect beneficial owners (in case of a legal entity), source of funds and other documentation or other information that Company may require from time to time in connection with the DIAM Node GMBH's obligations under, and compliance with, applicable laws and regulations, including but not limited to anti-money laundering legislation and regulations. Such cooperation includes the willingness to be subject to a video and online identification procedure according to the Circular 2016/7 Video and online identification of the Swiss Financial Market Supervisory Authority ("**Know Your Customer**").

### **12. Warranty Disclaimers**

To the fullest extent permitted by applicable law and except as otherwise specified in writing by us, (i) the Tokens/coins are sold on an "**as is**" and "**as available**" basis without warranties of any kind, and we expressly disclaim all implied warranties as to the Tokens/coins, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement; (ii) we do not warrant that the Tokens/coins and Diamante Net are reliable, current or error-free, meet your requirements, or that defects in the Tokens/coins or Diamante Net will be corrected; and (iii) we cannot and do not warrant that the Tokens/coins or the delivery mechanism for Tokens/coins or Diamante Net are free of viruses or other harmful components.

Some jurisdictions do not allow the exclusion of certain warranties or disclaimers of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this section may not apply to you. In such a case, it will be so held to the minimum extent required by law, and all other terms, clauses, and provisions of this Agreement will remain valid and enforceable.

### **13. Release**

To the fullest extent permitted by applicable law, you release Company and the other Company Parties from responsibility, liability, claims, demands and damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to (i) the non-distribution of Tokens/coins to you (in case you are an early backer; as set out in this Agreement); (ii) disputes between you and any other Token-holder (including any prospective Token-holder) or third party; or (iii) any regulatory enforcement actions, which were initiated by your misconduct.

**14. Indemnification**

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Company, the DIAM Node GMBH's respective past, present, and future employees, officers, directors, contractors, consultants, suppliers, vendors, service providers, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "**Company Parties**") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your purchase or use of Tokens/coins or use of Diamante Net in violation of this Agreement; (ii) your responsibilities or obligations under this Agreement; (iii) your breach or violation of this Agreement; (iv) any inaccuracy in any warranty of you; (v) your violation of any rights of any other person or entity; (vi) any dispute between you and any other Token-holder (including prospective Token-holders) or third party; or (vii) any regulatory enforcement actions, which were initiated by your actions or omissions.

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

**15. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: IN NO EVENT WILL COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, ENHANCED OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION OR DIMINUTION IN VALUE) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE TOKENS/COINS OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE).



The limitations set forth in section 15 will not limit or exclude liability for gross negligence, fraud or willful misconduct of Company. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to you.

#### **16. Non-Compliance with this Agreement**

YOU ACKNOWLEDGE AND AGREE THAT COMPANY WILL NOT ISSUE TOKENS/COINS AND HAS NO REPAYMENT OBLIGATION WITH RESPECT TO FUNDS RECEIVED IF YOU ARE IN BREACH OF ANY WARRANTY IN SECTION 10, OR ANY OTHER PROVISION OF THIS AGREEMENT OR THEKNOW YOUR CUSTOMER PROCEDURE CANNOT BE COMPLETED TO COMPANY'S SATISFACTION. THE FUNDS WILL REMAIN AT THE FREE DISPOSAL OF COMPANY. NOTHING IN THIS SECTION 16 SHALL BE CONSTRUED AS LIMITING COMPANY'S RIGHT TO ANY REMEDIES IT MAY HAVE BY LAW, INCLUDING, WITHOUT LIMITATION, THE RECOVERY OF DAMAGES FOR BREACH OF THIS AGREEMENT.

#### **17. Miscellaneous**

**Severability**. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, it will be so held to the minimum extent required by law and such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**Amendments**. This Agreement constitutes the entire agreement between you and us relating to your purchase of Tokens/coins from us. We may make changes to this Agreement from time to time, but only as reasonably required to comply with applicable law or regulation. If we make changes, we will post the amended Agreement on our website or through other public channels (i.e., social media) and update the "last updated" date above. The amended Agreement will be effective immediately and your continued interest, use or holding of the Tokens/coins you purchased shall constitute your acceptance of the modified terms.

**Assignment.** You may not assign any of your rights or delegate any of your obligations under this Agreement. After the tokens/coins are minted by the DIAM Token Contract to you, you may transfer the Tokens/coins to any third party, without requiring the DIAM Node GMBH's consent. Company may assign at any given point in time any of its rights or delegate any of its obligations under this Agreement to any person including but not limited to affiliated entities. Any purported assignment or delegation of Tokens/coins in violation of this section is null and void. By accessing the distributed ledger network on which Tokens/coins are created, the Parties acknowledge any transfer of Tokens/coins in compliance with the rules of the protocol of such distributed ledger network as valid.

**Third-Party Beneficiaries.** Except as stated otherwise, this Agreement is for the sole benefit of the Parties hereto (and also the affiliates if specifically set out) and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

**Relationship between you and Company.** Nothing herein shall be construed to create a joint venture or partnership between the Parties hereto or an employee/employer or agency relationship. Neither Party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.

**No Waiver.** No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**Force Majeure.** Neither Party will be liable for any default or delay in the performance of its obligations under this Agreement, if and to the extent such default or delay is due to any cause beyond its control which could not have been reasonably foreseen and avoided by the exercise of due care and diligence consistent with the exercise of reasonable business judgment, including but not limited to: changes in applicable regulation that prohibit the Tokens/coins, Diamante Net, the DIAM Node GMBH's or the Diamante Blockchain GMBH's purpose, acts of God, fire, flood, explosion, wars, terrorism, riots, civil disturbances, and strikes, or other work stoppages, technological change, changes in interest rates or other monetary conditions; and for the avoidance of doubt, changes to any distributed ledger network-related protocol.

**Entire Agreement.** This Agreement, including the exhibits attached hereto and the materials incorporated herein by reference, constitutes the sole and entire agreement between the Parties with respect to the sale of Tokens/coins, and supersedes all prior and contemporaneous understandings, agreements and warranties, both written and oral, with respect to such subject matter hereof, including, without limitation, any public or other statements or presentations made by Company about the Tokens/coins. In the event of any conflict, inconsistency or ambiguity between provisions in different parts of this Agreement, the following hierarchy shall apply: (1) the provisions of this Agreement without the Annexes (2) the Annexes (3) the Information without the provision of this Agreement and the Annexes. In the event of inconsistency between provisions in a document, the more specific provision shall prevail. Capitalized terms used, but not otherwise defined, in this Agreement shall have the meanings ascribed to them in the Annexes and the Information.

**Smart Contracts as Execution Assistance.** It is agreed and understood by the Parties that the DIAM Token Contract (code) does not form an agreement between the Parties. Rather such DIAM Token Contract is the execution assistance of this Agreement and is governed by this Agreement.

**Title to Tokens/coins; Risk of Loss.** The DIAM Token Contract is deployed by Company from Switzerland and is programmed so that all transactions it executes will be executed in Switzerland. You understand and acknowledge that title to, and risk of loss of, Tokens/coins you receive from Company passes from Company to you in Switzerland upon when Company has submitted your Token receiving address to the smart contract.

**Notice.** You agree and acknowledges that all agreements, notices, disclosures and other communications that Company provides to you pursuant to this Agreement or in connection with or related to your purchase of Tokens/coins, including this Agreement, may be provided by Company, in its sole discretion, to you, in electronic form. Except as otherwise expressly set forth in this Agreement, all notices, requests, consents, claims, demands, waivers and other communications to us by you under this Agreement must be in writing.

### **18. Dispute Resolution, Arbitration**

Any dispute, controversy or claim arising out of, or in relation to, this Agreement, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules. The seat of the arbitration shall be Zurich. The arbitral proceedings shall be conducted in English.

### **19. Governing Law and Venue**

This Agreement and the acquisition and loss of rights related to and interest in the Tokens/coins will be governed by and construed and enforced in accordance with the laws of Switzerland, without regard to conflict of law rules or principles (whether of Switzerland or any other jurisdiction) that would cause the application of the laws of any other jurisdiction, irrespective of whether the Tokens/coins qualify as right or property under the applicable laws. Any dispute between the Parties arising out of or relating to this Agreement or its subject matter or formation (including non-contractual disputes or claims) that cannot be subject to arbitration due to applicable law will be resolved in the courts of Switzerland. Some jurisdictions do not allow the exclusion of local laws and regulations. Accordingly, the exclusion of local laws and regulations of this section may not apply to you and you may be permitted in your jurisdiction to choose any other court or procedure.

### **Annex A RISK FACTORS**

DIAM TOKENS/COINS MAY HAVE NO VALUE. YOU MAY LOSE ALL AMOUNTS PAID. You have carefully reviewed, acknowledge, understand and assume the following risks, as well as all other risks associated with the DIAM Tokens/coins (including those not discussed herein), all of which could render the DIAM Tokens/coins worthless or of little value:

## **General Risks related to this Agreement**

**High risk of the contribution.** You understand the high-risk nature of purchasing Tokens/coins and are (i) able to afford an entire loss thereof and (ii) in no current need for liquidity with respect thereto. You understand that the transfer of Tokens/coins (if ever issued) is restricted.

**Acknowledgment of risks** You acknowledge that entering into this Agreement and the acceptance of Tokens/coins carry significant financial, regulatory, and reputational risks.

**No rights, functionality or features.** Tokens/coins have no rights, uses (except as otherwise set out in the Agreement), purpose, attributes, functionalities or features, express or implied.

**Ability to transact or resell.** You may be unable to sell or otherwise transact in DIAM Tokens/coins at any time, or for the price you paid. By purchasing DIAM Tokens/coins, you acknowledge, understand, and agree that: (i) DIAM Tokens/coins may have no value; (ii) there is no guarantee or representation of liquidity for the DIAM Tokens/coins; and (iii) Company is not and shall not be responsible for or liable for the market value of DIAM Tokens/coins, the transferability or liquidity of DIAM Tokens/coins or the availability of any market for DIAM Tokens/coins through third parties or otherwise.

**Reliance on third parties.** Even if completed by Diamante Blockchain GMBH, Diamante Net will rely, in whole or partly, on third parties to use and to develop, supply tools, and otherwise support it. There is no assurance or guarantee that those third parties will engage with Diamante Net, which might have a material adverse effect on the value of DIAM Tokens/coins and Diamante Net ecosystem.

**No repurchase right.** You do not have the right to compel Company to repurchase the Tokens/coins. Company may, however, purchase outstanding Tokens/coins from time to time. Company may allocate funds for open-market purchases or privately negotiated transactions in the Tokens/coins from time to time when deemed to be in the best interest of Company and its business. Company may or may not decide to allocate any funds for the repurchase of the Tokens/coins.

**Risk of government action.** As noted above, the industry in which Company, Diamante Blockchain GMBH and its affiliates operates is new and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of Company, Diamante Blockchain GMBH or any of its affiliates or pursue enforcement actions against Company, Diamante Blockchain GMBH or any of its affiliates. Such governmental activities may or may not be the result of targeting Company in particular. All of this may subject Company Diamante Blockchain GMBH or any of its affiliates to judgments, settlements, fines or penalties, or cause Company, Diamante Blockchain GMBH or any of its affiliates to restructure its operations and activities or to cease offering certain goods or services, all of which could harm Company's, Diamante Blockchain GMBH's or any of its affiliates' reputation or lead to higher operational costs, which may, in turn, have a material adverse effect on the Tokens/coins or the development and operation of Diamante Net.

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

### **Company related Risks**

**Lack of history.** Company, Diamante Blockchain GMBH and its affiliates are a start-up entities with no operating history. They will be subject to all of the business risks and uncertainties associated with any new business, including the risk that Company, Company, Diamante Blockchain GMBH or any its affiliates will not achieve the planned intention.

**Competitive market.** Company, Diamante Blockchain GMBH and its affiliates will be operating in a highly competitive market. A number of entities will compete with Company, Diamante Blockchain GMBH and its affiliates to make the types distributed ledger networks that Diamante Blockchain GMBH plans to make. There are no assurances given that the competitive pressures Company, Diamante Blockchain GMBH and its affiliates face will not have a material adverse effect on their business, financial condition, and results of operation. Also, as a result of this competition, Company, Diamante Blockchain GMBH and its affiliates may not be able to hire the best talents on the market.

**Dependence on the success of the token/coin sale.** Company sells DIAM Tokens/coins to prospective purchasers to generate proceeds allowing Diamante Blockchain GMBH develop and deploy Diamante Net. The amount of the funds raised directly affects the possibility and rapidness of Blockchain GMBH's development. The willingness of prospective third parties to DIAM Tokens/coins on Diamante Net not only depends on Diamante Blockchain GMBH being successful in developing Diamante Net but also on general conditions on the markets. If fewer proceeds are generated in the sale of DIAM Tokens/coins than expected, Diamante Net may not or slower be developed by Diamante Blockchain GMBH than currently planned which may have an impact on Company's, Diamante Blockchain GMBH's and its affiliates' business, financial situation, cash flow, and results of operations.

**Misconduct of employees and of third parties.** Misconduct by employees or of third-party service providers could cause significant losses to Company. Employee misconduct may present unacceptable risks and unauthorized development activities (which, in either case, may result in unknown and unmanaged risks or losses). Losses could also result from actions by third-party service providers, including, without limitation, failing to provide its services with reasonable care. In addition, employees and third-party service providers may improperly use or disclose confidential information, which could result in litigation or serious financial harm, including limiting Company's ability to protect intellectual property rights and keep know-how confidential. No assurances can be given that the due diligence performed by Company will identify or prevent any such misconduct.

**Company may dissolve due to lack of success.** It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of DIAM Tokens/coins (or other cryptographic tokens/coins or fiat currencies), the failure of commercial relationships, or intellectual property ownership challenges, the intention of Company, Diamante Blockchain GMBH and its affiliates may no longer be viable, and Company, Diamante Blockchain GMBH and its affiliates may be dissolved.

**Technology and Cryptographic Token related Risks**

**Distributed ledger networks.** Distributed ledger networks are prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam distributed ledger networks or in an attempt to gain an advantage in purchasing cryptographic tokens/coins. You acknowledge and understand that block producers may not include your transaction when you want or your transaction may not be included at all.

**Token/coin security.** DIAM Tokens/coins may be subject to expropriation or theft. Hackers or other malicious groups or organizations may attempt to interfere with the DIAM Token Contract, Diamante Net, or the DIAM Tokens/coins in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. In the event of such a software bug or weakness, there may be no remedy, and holders of DIAM Tokens/coins are not guaranteed any remedy, refund, or compensation.

**Access to private keys and login credentials.** DIAM Tokens/coins purchased by you may be held by you in your digital wallet or vault, which requires a private key other login credentials, or a combination of private keys and login credentials, for access. Accordingly, loss of requisite private key(s) or login credentials associated with your digital wallet or vault storing DIAM Tokens/coins will result in loss of such DIAM Tokens/coins, access to your DIAM Token balance, or any initial balances in distributed ledger networks created by third parties. Moreover, any third party that gains access to such private key(s) or login credentials (in case of hosted wallet or vault service you use), may be able to misappropriate your DIAM Tokens/coins. Company is not responsible for any such losses.

**New technology.** The DIAM Tokens/coins and Diamante Net and all of the matters set forth in the white paper are new and untested. Diamante Net might not be capable of completion, implementation, or adoption. It is possible that no Diamante Net will be ever be launched and there may never be an operational Diamante Net. Even if Diamante Net is completed, implemented, and adopted, it might not function as intended, and DIAM Tokens/coins may not have functionality that is desirable or valuable. Also, technology is changing rapidly, so the DIAM Tokens/coins and Diamante Net may become outdated.



**No existing markets for tokens/coins.** The token market is a new and rapidly developing market which may be subject to substantial and unpredictable disruptions that cause significant volatility in the prices of tokens/coins. There are no assurances that the market, if any, for Tokens/coins will be free from such disruptions or that any such disruptions may not adversely affect Token-holders' ability to sell or use their Tokens/coins. Therefore, no assurances are given that Token-holders will be able to sell or use their Tokens/coins.

**Fluctuation of the prices.** The prices of cryptographic tokens/coins are significantly uncertain. The price of Bitcoin or Ether is subject to dramatic fluctuations and may affect the value of the DIAM Tokens/coins, although the Tokens/coins are neither backed nor linked to Bitcoin or Ether.

**Invalid Transfer of tokens/coins.** The transfer of the Tokens/coins on the distributed ledger network may be deemed invalid due to non-compliance with legal requirements applicable in certain jurisdictions. The legal qualification of tokens/coins (including the Tokens/coins) and distributed ledger-based networks, as well as their transfer, may not be clear under applicable law. This is why the valid and enforceable transfer may depend on applicable law in each jurisdiction.

**Suitability of the underlying technology.** The suitability of the technology on which Company, Diamante Blockchain GMBH and its affiliates will rely could decline due to a variety of causes. Unfavorable developments of the technology could adversely affect the functionality of the Tokens/coins.

**Exchange & counterparty risks.** If you provide us an address to receive Tokens/coins that is from a custodial wallet provider, a cryptocurrency exchange or that you do not control, DIAM Tokens/coins will be allocated by Company to such address; therefore, you may never receive or be able to recover your DIAM Tokens/coins. Furthermore, if you choose to maintain or hold DIAM Tokens/coins through a cryptocurrency exchange or other third party, your DIAM Tokens/coins may be stolen or lost. By using an address from an exchange or an address that you do not control, you acknowledge and agree that you do so at your own and sole risk.

**Changes to Diamante Net.** Diamante Net is still under development and may undergo significant changes over time. Although Diamante Blockchain GMBH intends for Diamante Net to have the features and specifications set out in the white paper, Diamante Blockchain GMBH may make changes to such features and specifications for any number of reasons. This may mean that Diamante Net does not meet your expectations.

**Diamante Net completion.** The development and operation of Diamante Net may be abandoned for several reasons, including, but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.

**Lack of interest.** Even if Diamante Net is launched, the ongoing success of Diamante Net relies on the interest and engagement of users. There can be no assurance or guarantee that there will be sufficient interest or participation in Diamante Net.

**Uncertain regulatory framework.** The regulatory status of cryptographic tokens/coins, digital assets, and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations, and/or rules that will affect cryptographic tokens/coins, digital assets, distributed ledger technology, and its applications. Such changes could negatively impact the Tokens/coins in various ways, including, for example, through a determination that the DIAM Tokens/coins are regulated financial instruments that require registration. Company may cease the distribution of Tokens/coins in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

**Risks of consensus mechanism (Federated Byzantine Agreement).** The Federated Byzantine Agreement to reach consensus on Diamante Net may be subject to certain unique risks, such as malicious unilateral actions by nodes. In this scenario, the malicious unilateral actions that may be possible include doublepending, forking, stopping & rejecting transactions, and preventing new transactions from being confirmed on Diamante Net. This could adversely impact the value and use of DIAM Tokens/coins.

**Internet disruptions.** The functionality of Diamante Net relies on the internet. A significant disruption of Internet connectivity (i.e., affecting large numbers of users or geographic regions) could prevent the functionality and operations of Diamante Net until the internet disruption is resolved. An internet disruption could adversely affect the value or use of DIAM Tokens/coins.

**Security risks of scaling solutions.** Implementation of scaling solutions for the network underlying the DIAM Tokens/coins could adversely affect the value or use of DIAM Tokens/coins. By the implementation of scaling solutions, the logistics of technological implementation, incentive structures, and network security must be closely monitored. For example, a misalignment of network fees could result in reduced profitability for the validators and a less secure network

**Ending in a bubble.** The cryptographic token market could be in a bubble. The market prices of cryptographic tokens/coins have been subject to extreme fluctuations and recently have appreciated and depreciated rapidly. Some market participants believe that there continues to be a cryptographic token speculative bubble that could burst, leading to a dramatic fall in prices. If such a collapse occurs, the use or value of DIAM Tokens/coins could be zero.

#### **Other Risks**

**Other Risks.** Cryptographic tokens/coins such as the Tokens/coins are new and untested technology. In addition to the risks included in this Annex A, there are other risks associated with your purchase, holding, and use of Tokens/coins, including those that Company cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Annex A or other risks.

**Ashish Shukla**

(Ashish Shukla )

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