



Fiduxa Token Sale Agreement

1. Introduction and the Purpose of Fiduxa

Fiduxa is a corporation organized under the laws of the British Virgin Islands, (hereinafter “the Company”) welcomes you (hereinafter the “User”) to use Fiduxa’s smart contract deployed in the Ethereum decentralized platform (hereinafter ‘Fiduxa Smart-Contract’) in accordance with these terms.

The Fiduxa Smart-Contract is specifically developed and designed to provide Users with the capability to attest their employment history and official documents by uploading a hash of them to the Ethereum blockchain and exchanging with employers, governments and companies through Fiduxa’s custom system for attestation of that data.

The fee for the services and goods listed above is carried out in the application’s tokens ‘FDU’ (hereinafter ‘FDU’ or ‘the FDU digital token’).

Based on the Howey test the FDU digital tokens should not be deemed as a security or a collective investment scheme:

- (i) the FDU digital token does not grant the User any voting or ownership rights in the Fiduxa Intellectual Property, Fiduxa, or any other entity or asset associated with the FDU token;
- (ii) the FDU digital token does not grant to the User any return on investment based on the value of the Fiduxa Intellectual Property or Fiduxa;
- (iii) the FDU digital tokens do not grant to the User any profit and passive income from the ownership of the digital tokens, the value of the Fiduxa Intellectual Property or Fiduxa.

The User can purchase FDU through the Initial Token Sale Offering (hereinafter ‘ITSO’) during the period of the ITSO from 12/2/2018 to 31/3/2018 (may be extended) with optional amendments, additional periods or prolongations in Fiduxa sole discretion (hereinafter ‘ITSO Period’) in accordance with this Fiduxa Token Sale Agreement.

2. Company’s Offer

This Fiduxa Token Sale Agreement constitutes an offer to conclude the agreement for purchase of FDU digital token under the conditions stated below (Company’s Offer for purchase of FDU digital token) and can be accepted by any person not otherwise than by adherence to the entire Fiduxa Token Sale Agreement, including the conditions of its applications, which are deemed to be its integral part.

This Fiduxa Token Sale Agreement includes and hereby incorporates by reference the following documentation: Fiduxa Whitepaper (to be found on the website www.Fiduxa.com), (collectively,



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with this Fiduxa Token Sale Agreement, ‘the Fiduxa Token Sale Agreement’).

The Company may, in its sole discretion, amend the Fiduxa Token Sale Agreement at any time by posting a revised version on the site at Fiduxa.com

Any revisions to the Fiduxa 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 the Fiduxa application, such change will take effect immediately on posting.

3. User’s Acceptance

To become a party of the Fiduxa Token Sale Agreement, which means the acceptance of Company’s Offer for purchase of the FDU digital token under the conditions stated below, the User shall purchase any amount of the FDU digital token in accordance with the technical recommendations of the Company, which shall be published at Fiduxa.com no later than twelve (12) hours before the ITSO Period.

By purchasing the FDU digital token in accordance with the technical recommendations of the Company, the User acknowledges and agrees that fully and unconditionally accepts the Company’s Offer for purchase of FDU digital token under the conditions stated in the Fiduxa Token Sale Agreement, without reservation or exception.

The moment the User sends payment for FDU tokens shall be the moment the User indicates acceptance of the Company’s Offer for sale of FDU digital token and of the first purchase of the FDU digital token.

If the User does not agree to all of the terms of the Fiduxa Token Sale Agreement, the User may not purchase any amount of the FDU digital tokens. Likewise, the User may not purchase any amount of the FDU digital tokens if the User is a citizen or resident for tax purposes of the United States of America or the People’s Republic of China.

4. The Fiduxa Token Sale Agreement Grants

The ownership of the FDU digital tokens grants to the User an opportunity to run the Fiduxa Smart-Contract and application.

The Fiduxa Smart-Contract requires FDU tokens for its work. The calculation of the required tokens is described in the application.



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5. The Fiduxa Token Sale Agreement Grant Restrictions

User shall not, and shall not allow any third party to: (i) insert into the Fiduxa Smart-Contract any viruses, worms, date bombs, time bombs, or other code that is specifically designed to harm the use of the Fiduxa Smart-Contract to cease operating, or to damage, interrupt, or interfere with any end user data; (ii) disassemble, de-compile or otherwise reverse engineer the Fiduxa Smart-Contract or otherwise attempt to learn the source code or algorithms underlying the Fiduxa Smart-Contract; (iii) use the FDU digital tokens for illegal or unlawful actions or other unauthorized purposes; (iv) exceed the scope of any license granted to User hereunder.

6. Risks Relating to Purchase and Sale of the FDU digital tokens

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

(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 Regulations and Enforcement Actions.

7. Representations and Warranties

By purchasing the FDU digital tokens the User represents and warrants that: (i) the User has read and understand the Fiduxa Token Sale Agreement in full; (ii) the User has read and understand the Fiduxa Whitepaper in full; the User has read and understand Clause 6 about Risks Relating to Purchase, Sale of the FDU digital tokens in full; (iii) the User fully understands, realizes and agrees with the information about the functionality, usage, storage, transmission mechanisms and other material characteristics of the FDU digital tokens, blockchain technology, blockchain-based software systems and their risks, and appreciates the risks and implications of purchasing the FDU digital tokens; (iv) the User fully understands, realizes and agrees that the FDU digital tokens are created on a blockchain and are designed to be used to launch the Fiduxa Smart-Contract 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 operation of the Fiduxa Smart-Contract, application or Fiduxa; (v) the User's purchase of the FDU digital tokens complies with applicable laws and regulations in the User's jurisdiction; (vi) the User is not a citizen or resident of a geographic area in which access to or use of the digital tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act.

8. Purchasing of the FDU digital tokens

In order to purchase the FDU digital tokens User must comply with the requirements of Article 6 of the Fiduxa Token Sale Agreement.



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The FDU digital tokens issued in a limited number of 100,000,000 digital tokens. All the FDU digital tokens are of equal value and functionality.

User may purchase the FDU digital tokens during the ITSO Period by exchanging Ether (ETH) or Bitcoin (BTC) for the FDU digital tokens at the exchange rate in accordance with the rules of the Fiduxa Whitepaper. Other crypto or fiat currencies may be added at the discretion of the Company.

9. Taxes

User shall 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 Fiduxa Token Sale Agreement.

10. Proprietary rights.

The Fiduxa Token Sale Agreement does not convey the title or ownership of the Fiduxa Smart-Contract to the User but instead gives the User only the limited rights and abilities to purchase the FDU digital tokens as set forth above.

User acknowledges and agrees that Fiduxa Smart-Contract and its source code form, all enhancements, corrections and modifications to the Fiduxa Smart-Contract, all copyrights, patents, trade secrets, or trademarks or other intellectual property rights protecting or pertaining to any aspect of the Fiduxa Smart-Contract and application, are and shall remain the sole and exclusive property of Fiduxa.

11. Liability

The Fiduxa Smart-Contract and the FDU digital tokens are provided «as is».

The User acknowledges and agrees that the Fiduxa Smart-Contract and the FDU digital tokens may contain bugs or minor mistakes, which the Company promises to correct or provide a work around for at the earliest possible moment, if possible.

The User acknowledges and agrees that the Company does not warrant the User any financial or other type of outcome, which is the result of the use of the Fiduxa Smart-Contract and the FDU digital tokens.

Nevertheless, the Parties shall be responsible for compliance with the terms of the Fiduxa Token



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Sale Agreement, for fulfillment of User's commitments and guarantees in the manner and in the amount prescribed by the Fiduxa Token Sale Agreement, in particular:

(i) In case of filing accusations, claims or lawsuits to the Company related to non-compliance by the User of the Fiduxa Token Sale Agreement and/or engagements entered by User during the participation of the ITSO, the User agrees to settle such claims or actions on his own and at his own expense, as well as fully compensate the Company any 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.

(ii) In case of filing of accusations, claims or lawsuits against the Company, 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 the Company 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.

12. The Fiduxa Token Sale Agreement Term & Termination

The Fiduxa Token Sale Agreement between the Company and User shall commence upon acceptance by User of all the terms of the Fiduxa Token Sale Agreement by clicking the buy button or by purchasing any amount of the FDU digital tokens and using any part of the Fiduxa Smart-Contract and shall continue until terminated in accordance with the terms of the Fiduxa Token Sale Agreement.

The Company shall have the right at its sole discretion and without any prior written notice to terminate the Fiduxa Token Sale Agreement if: (i) User provided invalid data to complete the registration process; (ii) User failed to comply with the requirements of Article 8 of the Fiduxa Token Sale Agreement; (iii) User failed to comply with the other terms and conditions of the Fiduxa Token Sale Agreement.

Upon termination of the Fiduxa Token Sale Agreement, for whatever reason, all licenses granted by the Company to the User under the Fiduxa Token Sale Agreement, User's FDU digital tokens shall be immediately terminated without any data restoration.

Upon termination of the Fiduxa 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 shall survive any termination of the Fiduxa Token Sale Agreement.

13. Miscellaneous

Notices: Any notice or other communication under the Fiduxa Token Sale Agreement shall be in writing and shall be considered given and received when sent by email or through the



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Company's official messaging channels.

Competent law and jurisdiction: the Fiduxa Token Sale Agreement and the relationship between the Parties shall be governed by the laws of the British Virgin Islands.

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