3D-Chain

First **G**lobal **D**ecentralized **N**etwork
Directly Connecting
Manufacturers, Designers, and Consumers

TOKEN SALE POLICY

VERSION 1.4.18
May 2018

Token Sale Policy

1. Introduction

Token Sale Policy (hereinafter referred to as the TSP) sets forth general rules and procedure of 3xD Token Sale by the Website Owner and their purchase by User.

This TSP is inalienable part of 3xD Token Sale General Terms & Conditions (hereinafter T&C) that the User shall carefully read, understand and irrevocably accept. In terms not regulated by this TSP (including but not limited to intellectual property rights, dispute resolution etc.), the 3xD Token Sale General Terms & Conditions shall apply to the relationships that arise hereunder.

The definitions set forth herein and mentioned with capital letter shall have the meaning as described in 3xD Token Sale General Terms & Conditions.

Each User must carefully read and comply with all Accompanying Documents as specified in the 3xD Token Sale General Terms & Conditions carefully before participation in this Token Sale. Note that a binding arbitration clause and class action waiver, which, if applicable to you, affect your legal rights. If you do not agree to these terms of sale, do not visit the Website and Use the Tokens in any manner and also do not participate in the Sale of the Tokens.

It is understood and presumed per se that by the fact of the Website use and 3xD Tokens purchase, the respective User fully read, understood and irrevocably accepted this Token Sale Policy. If any User does not agree with this TSP in general or any part of it, such User should withhold from using the Website and/or purchase of 3xD Tokens.

2. Pre-Sale Period

Company will conduct a pre-sale of the Tokens, which will be in third and fourth quarters of 2018. During the pre-sale, the Token exchange rate will be as follows: 3000 3xD = 1 ETH.

3. Sale Period

Company will conduct a sale of the Tokens, which will be in fourth quarter of 2018.
During the pre-sale, the Token exchange rate will be as follows: 2500 3xD = 1 ETH before reaching 10,000 ETH and 2000 3xD = 1 ETH after that.

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4. Payment

Payment for the Tokens shall be made in Cryptocurrency by transfer to the unique Cryptocurrency wallet address the details of which will be available in the Website of company.

Without prejudice to the provisions, hereof, a transaction on payment for the Tokens is considered to be made on the following time and date when Company receives from an intermediary payment service through which the transaction has been affected a notification confirming that such transaction has not been canceled or reversed by the respective blockchain ledger.

Not confirmed, hereof, the transaction on payment for the Tokens will be deemed canceled and reversed by the respective blockchain ledger. In this case, the respective amount of payment made by a purchaser will be refunded to such purchaser without distribution to him of any Tokens.

In any case, the Disbursement Date shall occur within the Sale Launch Date till the Sale Expiration Date. If Buyer initiates the payment within the period from the Sale Launch Date (or earlier) till the Sale Expiration Date, however, for whatever reason, the Disbursement Date occurs on the date after the expiration of the Token Sale period, then Company will have the right, at its sole discretion, to: refund the respective amount of payment to Buyer without distribution to him of any Tokens; or accept the respective amount of payment partially or in full as if it was received on the last day of the Token Sale period and to distribute to Buyer the respective number of Tokens.

For the purposes of payment of Tokens, the respective exchange rate set on Kraken Bitcoin Exchange (https://www.kraken.com) at 12:00 (noon) GMT of the respective Disbursement Date shall apply.

5. Purchase

Within one purchase request during the Token Sale, at least an equivalent of 50 US Dollars shall be paid. If the amount of first payment made by Buyer during the Token Sale is not sufficient to pay for the said number of Tokens, Buyer is entitled to make additional payments during the Token Sale. The aggregate amount of the first payment and all of the additional payments shall be enough to pay for an equivalent of 50 US Dollars or more. The Disbursement Date within the Token Sale period is deemed to occur when the aggregate amount of all payments within one purchase request became sufficient to pay for at least an equivalent of 0.1 ETH. These rules shall apply to each of the subsequent purchase requests made within the Token Sale.

Should as of the Sale Expiration Date the aggregate amount paid by Buyer for the Tokens within one purchase request is not sufficient to pay for an equivalent of 50 US Dollars, then Company

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will have the right, at its sole discretion, to: refund the respective amount of payment to Buyer without distribution to him of any Tokens; or accept the respective amount of payment partially or in full as if it was received on the last day of the Token Sale period and to distribute to Buyer the respective number of Tokens.

Token is indivisible, therefore fractional share of a Token can't be purchased.

In the case the total amount of payments for the Tokens received by Company from different Buyers, exceeds the maximum amount calculated with due regard for the restriction on number of Tokens, Buyers the payments from whom was received on the last business day of the Token Sale period will receive the Tokens in number calculated proportional to the amount of their payments.

6. Wallet

To purchase the Tokens, Buyer must have certain token wallets established and operational. Specifically, Buyer must have: a respective Cryptocurrency wallet if Buyer wishes to purchase the Tokens using any Cryptocurrency; and/or an Ethereum wallet that supports the ERC20 token standard in order to receive the Tokens due to Buyer ("Ethereum ERC20 Wallet").

Company reserves the right to prescribe additional guidance regarding specific wallet requirements.

7. Token Distribution

Following the results of the Token Sale, Company will make a register containing the information on the number of Tokens paid by all Token purchasers during the Token Sale, and the number of the Bonus Tokens accrued in accordance with the terms and conditions hereof.

The information will be downloaded to the Token Smart Contract, which will then create the Tokens and distribute them among all interested parties.
Company anticipates that distribution of the Tokens from the Token Smart Contract to Token purchasers will occur within 15 calendar day from the Sale Expiration Date.

The 3D-Chain contract will be minting a total of 100,000,000 3xD tokens. The exact number of tokens generated depends on the amount of funds contributed.

The 3D-Chain contract will be allocating the mined 3xD tokens as follow:

- 60% of total number of Tokens which shall amount to the total number of the Tokens paid by all Buyers in accordance with the terms and conditions hereof and the total number of

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the Bonus Tokens accrued to all interested parties in accordance with the terms and conditions hereof.

- 40% of total number of Tokens which shall amount to the total number of the additional Tokens distributed to Company and which will be calculated depending on the total number of Tokens.

The Retained Tokens in full will be distributed by the Token Smart Contract to Company. Company anticipates using the Retained Tokens, at its sole discretion, for the purposes indicated in the Whitepaper.

All Tokens will be of equal value and functionality.

8. Stop Distribution

Company reserves a right to an emergency to stop the process of distribution of the Tokens in limited situations, such as, but not limited to:

- serious security issue detected
- serious network performance issue, depriving all users of equal treatment
- any type of material attack on the Tokens, the Platform, the Website or Ethereum network

9. Refund

In the cases specified in this TSP, as well as in other cases at Company's sole discretion, Company can perform a refund of payment (partially or in full) made by a person in favor of Company in order to acquire the Tokens.

Company reserves the right to choose, at its sole discretion, the form of payment for the refund (Cryptocurrency or Fiat currency). The form of payment for the refund may not be the same as the Refund Receiver used when made a respective payment in favor of Company. Even if the Refund Receiver's payment was settled in Cryptocurrency, the refund may be performed in Fiat currency.

If initially paid by the Refund Receiver in the Cryptocurrency, Company, at its sole discretion, may:

- Refund to the Refund Receiver the same amount in the same Cryptocurrency subject to deduction.
- Refund to the Refund Receiver the amount in any Cryptocurrency subject to deductions
- refund to the Refund Receiver the amount translated into US Dollars at respective Cryptocurrency/US Dollar exchange rate set on Kraken Bitcoin Exchange

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(https://www.kraken.com) at 23:00 GMT either of the Disbursement Date or of the date when Company makes the refund (at Company's sole discretion), subject to deductions

In order to mitigate risks of exchange rates fluctuations, Company reserves the right to make adjustments to the amounts in Cryptocurrency refunded to the Refund Receivers.

Each Refund Receiver shall, at Company's request, within 7 calendar days from such request, provide Company with details of his account for the funds transfer / remittance. Failure of the Refund Receiver to provide Company with the requested information will result in non-receiving or delay in receiving of the refund. Company will not be liable for any delay or failure to perform the refund where the delay or failure results from failure of the Refund Receiver to provide Company with the requested information.

Any refunds made in favor of the Refund Receiver will be reduced by an amount of any expenses that Company has incurred or may incur in future in this regard, including any exchange fees, bank fees, agency and brokerage fees, taxes, charges, fees for blockchain transactions, etc.

10. Buyers responsible for the taxes

The purchase price that Buyer pays for the Tokens is exclusive of all applicable taxes. Buyer is solely responsible for determining what, if any, taxes apply to the purchase of the Tokens, including sales, use, value added, and similar taxes.

Buyer is responsible for withholding, collecting, reporting and remitting the correct taxes arising from the purchase of the Tokens to the appropriate tax authorities.
None of Company Parties bear liability or responsibility with respect to any tax consequences to Buyer arising from the purchase of the Tokens.

11. Buyers identification

3D-Chain company may request such evidence as is necessary to verify the identity and source of funds of a prospective token Buyer and to confirm the Anti-Money-Laundering status of any redeeming 3xD Token holder. 3D-Chain shall not accept or repay any Contributed Amount and/or application for 3xD Tokens and shall not pay any Reversion Proceeds until all information required for verification purposes has been provided.

3D-Chain prohibits acceptance of funds by any persons or entities that are acting, directly or indirectly
- In contravention of any USA or international laws and regulations, including anti-money laundering regulations or conventions

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- On behalf of terrorists or terrorist organizations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), as such list may be amended from time to time
- For a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political, unless the STORIQA Group, after being specifically notified in writing that the Purchaser is such a person, conducts further due diligence, and determines that such acquisition shall be permitted
- for a foreign shell bank

To comply with the Recordkeeping Requirements, we aim to reasonably identify each prospective Buyer of 3xD Tokens by cross-checking user data against governmental watch lists, including, but not limited to, the Specifically Designated Nationals and Blocked Persons List maintained by OFAC, as well as third-party identity verification and authentication services. If Your proposed purchase is flagged through Our internal controls, we may require additional proof of identification from You, and We have the right to not permit any Buyers until additional and verifiable proof of identity to our satisfaction is received and You have been approved as a prospective Buyer.

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