

# flyCARE token sale terms and conditions

The initial crowdsale of FCC Tokens constitutes a sale of cryptographic tokens granting purchasers a right to access and use future services provided through the flyCARE Platform, and a mean of payment for services to be provided by professionals of (medical) care sectors worldwide through the flyCARE Platform. These services will be provided by flyCARE SPRL, a Belgian corporation, which operates under Belgian law. It is the responsibility of each token purchaser to determine if he/she/it can legally purchase tokens in his/her/its jurisdiction. This document does not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an initial public offering or a share/equity offering, and does not pertain in any way to an offering of securities in any jurisdiction.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PARTICIPATE IN THE TOKEN SALE.

Your purchase of flyCARE Coins Tokens ("Tokens", "FCC" or « FCC Token ») during the Token Sale (as defined below) from flyCARE SPRL, incorporated in Belgium, with registered offices at 1180 Brussels, Avenue de la Floride 3, registered in the Belgian Legal Entities Register under number 690.852.608 ("Company", "flyCARE", "we" or "us") is subject to these terms of sale and use ("Terms"). Each of you ("you" or the "Purchaser") and Company is a "Party" and, together, the "Parties." By purchasing Tokens from us during the Token Sale, you will be bound by these Terms and all terms incorporated by reference. If you have any questions regarding these Terms, please contact us at [info@flycare.com](mailto:info@flycare.com). These Terms form a contract between you and Company for the purposes of the Token Sale. By clicking on "I hereby certify that I have read and expressly accept the present Terms & Conditions," you accept and acknowledge that you are entering into a binding contract with Company and agree to be bound by it. You and Company agree as follows:

**1. Tokens.** Company intends to create a total of 200,000,000 Tokens. Of those, 65% (i.e., 130,000,000) (the "Sale Tokens") will be made available for public sale through the sale process described in these Terms (the "Token Sale"). The remaining Tokens will be retained by Company for operations and compensation, as detailed in Exhibit A.

**2. Commencement and Duration of Token Sale.** The Token Sale will begin on May 14, 2018 at around 12:00 PM GMT and will end on or about December 31, 2018 at around 12:00 PM GMT, or when the 130 million Token Sale Limit (as defined in Exhibit B) has been reached, whichever is earlier (in either case, the "Token Sale End Date"). Company reserves the right to change the scheduled start date and time of the Token Sale.

**3. Eligibility to Participate in the Token Sale.** In order to be eligible to participate in the Token Sale, you must: (a) Comply with all terms and conditions set forth in these Terms. (b) Fill out an Information Form (as defined in Exhibit B), and provide all the Required Information (as defined in Exhibit B) to Company.

**4. Purchase and Sale of Sale Tokens During the Token Sale.** (a) The price, terms and conditions governing the purchase and sale of Sale Tokens in the Token Sale are set forth in Exhibit B of these Terms. (b) Binding Purchase: You acknowledge and agree that your acceptance of these Terms and your transmission of payment constitute a binding present obligation to purchase the corresponding quantity of Tokens.

**5. Delivery of Sale Tokens.** Provided you have a valid Token Receipt Address (as defined in Exhibit B), Company will deliver the Tokens you purchase during the Token Sale to you as soon as possible following the end of the Token Sale. Company will make every effort to do so by no later than one (1) week after the Token Sale End Date, and commits to doing so by no later than three (3) weeks after the Token Sale End Date.

**6. Purpose and Use of Tokens; Possible Migration of Tokens.** (a) Tokens enable their owners to access the flyCARE platform, application and network, and to pay for services provided therein to flyCARE participants. Under no circumstances may FCC Token be used as a method of payment or exchange for other services offered by flyCARE. Possible usages of Token will then be: (i) to pay for services provided by professional of (medical) care sectors or other sectors through the platform; (ii) to pay flyCARE for the rent price of the flyBOX (as part of the flyCARE platform service) that contains all the hardware and consumables needed for a professional to offer services provided through the platform, and to pay the commission due to flyCARE for the use of the platform; and (iii) to pay the consumables needed to offer services provided through the platform (the "Services"), as detailed in the whitepaper attached as Exhibit C (the "Whitepaper"). (b) **Purchase, ownership, receipt, or possession of Tokens carries no rights, express or implied, other than the right to use Tokens as a means to enable usage of Company Services. In particular, you understand and accept that Tokens do not represent or confer any ownership right or stake, share, security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation/voting in or relating to Company.** The Tokens are not intended to be a security or a regulated commodity interest, and you agree and acknowledge that you are purchasing the Tokens for use with Company Services and not for speculative investment purposes or financial gain. FCC Token does not represent an investment in a security or a financial instrument within the meaning of EU Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 relating to markets in financial instruments. FCC Token confers no direct or indirect right to Company's capital or income, nor does it confer any governance right within Company. FCC Token is not proof of ownership or a right of control. Control over an FCC Token does not grant Purchaser any asset or share in Company or in the flyCARE service platform. FCC Token does not grant any right to participate in control over Company's

management or decision-making setup, or over the flyCARE network. FCC Token does not constitute an electronic currency within the meaning of EU Directive 2009/110/EC of the European Parliament and of the Council of 16 September 2009 relating to access to, and pursuit of, the business of electronic currency institutions. FCC Tokens are not accepted outside the flyCARE network and do not have a fixed exchange value equal to the amount delivered at the time of its issue. FCC Tokens do not constitute payment services within the meaning of EU Directive 2007/64/EC of 13 November 2007 relating to payment services in the internal market, nor within the meaning of EU Directive 2015/2366 of the European Parliament and of the Council of 25 November 2015 relating to payment services 2 (DSP 2). The Token Sale does not involve the purchase/sale of FCC Token, and flyCARE's business does not consist in receiving currencies against the delivery of FCC Token; as such, a FCC Token is not a means of payment, either. (c) The Tokens will be delivered to you as ERC-20 compliant Ethereum network tokens. The wallet software you use to access your Token Receipt Address (and any address to which you subsequently transfer the Tokens) must be compatible with Ethereum ERC-20 tokens. (d) Company reserves the right to migrate the ERC-20 Tokens to another protocol in the future, should Company determine, in its reasonable discretion, that doing so is necessary or desirable. Upon Company's request, you agree to take any and all actions reasonably necessary to effectuate the migration of your ERC-20 Tokens to another protocol identified by Company. If you fail to effectuate such migration, the Tokens may not be compatible with Company Services going forward. Notwithstanding any other provision of these Terms, 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 ERC-20 Tokens to another protocol identified by Company.

**7. Scope.** (a) Unless otherwise stated herein, these Terms only govern your purchase of Sale Tokens from Company during the Token Sale. (b) Any use of Tokens in connection with providing or receiving the Services will be governed by other general applicable terms and conditions as well as policies of Company or third parties. (c) These prevail over all other documents entered into by Purchaser or Company, and shall apply to all purchases of Tokens and are deemed to be unconditionally accepted by Purchaser as of the conclusion of an order. Any exemption from these Terms will require the express agreement of both Parties, in writing. Any other document (e.g. brochure, quotation, presentation, Q&A, including the information available on the website, etc.) is provided to Purchaser for information purposes only and shall not constitute an agreement that commits the liability of Company, which may therefore withdraw or modify such documents, without Purchaser being entitled to any compensation. By adhering to these Terms, Purchaser expressly acknowledges having read and understood the White Paper, the flyCARE Project and business model, and having been comprehensively informed about the Token Sale. Purchaser is deemed to be fully aware of all the legal norms and technical constraints relating to the purchase, possession, functionality, use, storage, transmission mechanisms and intricacies associated with tokens and cryptocurrencies (like Bitcoin and Ether) based on blockchain technologies, blockchain-based software systems, and the services offered by flyCARE Platform. Purchaser expressly acknowledges the random nature of this Token Sale and flyCARE project and that this project may not come to fruition or may have to be abandoned due to technical, legal or regulatory constraints, without the Tokens being used.

**8. Cancellation.** All Sale Token purchases from Company are final, and there are no cancellations : purchase of Tokens are not refundable, except if the sale does not reach the soft cap referred to in Exhibit B. In that case, participants in the sale will be able to be reimbursed by calling a specific method of the Token Sale Smart Contract. Besides, as the Tokens offered for sale are deemed intangible property, having no value or functionality other than the flyCARE Platform service, no guarantee is attached to them following their issuance. No final contribution confirmed on the flyCARE website may be subsequently canceled or refunded. Purchasers acknowledge they are fully aware that they will not be entitled to claim any full or partial reimbursement under any circumstances whatsoever.

**9. Token Issuance and Distribution.** Important information about Company's issuance and intended distribution of the Tokens is provided in Exhibit A. By purchasing Sale Tokens, you acknowledge that you have read and understand Exhibit A. FCC Tokens will be issued by a technical process referred to as "blockchain". This is an open source IT protocol over which we have no proprietary rights or liability in terms of development and operation. The token distribution mechanism will be controlled by a Smart Contract. This involves a computer program that can be executed on the Ethereum network or on a blockchain network that is compatible with Smart Contract programming language. The tokens will meet the 'ERC20' standard ([https://theethereum.wiki/w/index.php/ERC20\\_Token\\_Standard](https://theethereum.wiki/w/index.php/ERC20_Token_Standard)), and will be subject, inter alia, to the operating conditions of the Internet computer network and the Ethereum blockchain protocol. flyCARE has no control, right or liability over the operation of the Internet computer network and the Ethereum network and protocol. The Token Sale will end if and when all the Sale Tokens are sold or after the crowdsale is over. If, at the end of the Token Sale, the minimum sale revenues as indicated in Exhibit B has not been reached, all monies raised will be refunded to Purchasers (provided that the contributions process has been completed as per the procedure explained hereinafter). If, at the end of the Token Sale, the minimum sales revenues has been reached, then the tokens will be issued by the Smart Contract and distributed according to the proportions described in Exhibit A. flyCARE may not be held liable in any way for any feature that might affect the Token distribution or ownership of the Tokens sold, or that might hamper Purchaser's ability to use the Tokens, including display of the Tokens in an electronic wallet compatible with the ERC20 token standard, or the assignment of these Tokens to a third party. The acquisition of Tokens by transferring tokens or crypto-currencies to the Smart Contract comes under Purchaser's sole liability and will be subject to the terms and conditions of the protocol and the Ethereum network. As Tokens are issued under a Smart Contract, flyCARE is not obliged to reimburse or compensate in any way any Purchaser whose Tokens have not been issued by the Smart Contract for any reason. Once issued, the Tokens may be assigned or transferred to third parties by Purchaser, in whole or in part, at his/her/its sole discretion, in return for payment or free of charge. However, Purchaser shall be solely and fully liable for the conditions and consequences of such an assignment or transfer of the tokens in his/her/its possession. In particular, given that flyCARE will have no control over such transactions, Purchaser may not claim against flyCARE for any loss of his/her/its Tokens due to any error of any kind that may occur during the transfer.

**10. Limitations of Use Prior to any Contribution.** Purchaser acknowledges and accepts that Tokens do not, under any circumstance, represent any form of investment or financial investment, and agrees not to attempt to divert the tokens function for speculative purposes.

Purchaser acquires FCC Token primarily to support the development, testing, deployment and operation of the flyCARE project,

being aware of all risks associated with this project and the Token Sale as set forth hereinafter. Purchaser also agrees not to use the website, flyCARE Platform, issued Tokens and, more generally, any content or service provided to Purchaser by flyCARE that does not comply with the objectives and methods set out in the White Paper and/or in these Terms. Under no circumstances may FCC Token be used for other services than those offered by the flyCARE Platform. flyCARE is solely responsible for deciding whether to provide the service to token owners, within the technical, legal, economic or other constraints imposed by third parties or by flyCARE itself on its operations. In particular, Purchaser agrees not to modify, interfere with, deactivate or saturate, nor to breach the security of or impair data integrity and confidentiality in relation to any service offered by flyCARE. Purchaser shall not obtain or use FCC Token for any illegal purposes wherever in the world, in particular for money laundering and/or terrorism.

**11. Acknowledgment and Assumption of Risks.** The Token Sale is strictly reserved to (legal or natural) persons that are experienced in Initial Coin Offering (ICO) transactions. Any natural person acting as a simple consumer, within the meaning of EU Directive 2011/83/EU relating to consumer rights, is excluded from the Token Sale. Purchaser acknowledges that he/she/it may then not claim any right of return against Company. You acknowledge and agree that there are risks associated with purchasing Sale Tokens, owning Sale Tokens and using Sale Tokens for the provision or receipt of Services, including without limitation, as disclosed and explained in Exhibit D. BY PURCHASING SALE TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS. Prior to purchasing Tokens, you should carefully consider the below risks and, to the extent necessary, consult a lawyer, accountant, and/or tax professional. You represent and warrant that, to the extent permitted by law, you are a professional and a (legal or natural) person experienced in ICOs and authorized to purchase Tokens in your relevant jurisdiction, are of a legal age to be bound by these Terms, and will not hold Company, its parent and affiliates, and the officers, directors, agents, joint ventures, employees and suppliers of Company or our parent or affiliates, now or in the future and any other member of the flyCARE Project, liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to, the Token Sale. You understand and accept that while we will make reasonable efforts to develop and complete the flyCARE Platform and flyCARE Project, it is possible that such development may fail and Tokens may become useless and/or valueless due to technical, commercial, regulatory or any other reasons (see also Exhibit D regarding Risks). You are aware of the risk that, even if all or parts of the flyCARE Platform are successfully developed and released in full or in parts, due to a lack of public interest, the flyCARE Project could be fully or partially abandoned, remain commercially unsuccessful or shut down for lack of interest, regulatory reasons or other grounds. You therefore understand and accept that purchasing Tokens carries significant financial, regulatory and/or reputational risks (including the complete loss of value of purchased Tokens, if any, and attributed features of the flyCARE Project). You understand and accept that you may not have any expectation of influence over governance on the flyCARE Project, and that for the purpose of the development and execution of the flyCARE Project, the scope of the development work will be triggered by the amount of funds received during the Token Sale. You understand and accept that smart contract technology is still in an early development stage and its application is of experimental nature, which carries significant operational, technological, financial, regulatory and reputational risks. In addition, Company may not be held liable for any of the following:

- (a) use of services that are not compliant with the terms of the contract;
- (b) non-performance, failure, malfunction or unavailability of the services due to a third party, Purchaser, a third-party product, or Purchaser's breach of its obligations;
- (c) indirect damages such as business loss or disturbance, loss of orders, operating loss, infringement of the trade mark, loss of profits or clients (e.g. improper disclosure of confidential information concerning said clients due to failure or piracy of the system, third-party proceedings against Purchaser, etc.) loss, disclosure or unlawful or fraudulent use of user sign-ons by Purchaser or third parties;
- (d) suspension of access or temporary or permanent suspension of services (in particular, arising from a request issued by an appropriate administrative or judicial authority, or notification received from a third-party);
- (e) loss, alteration or destruction of all or part of the content (information, data, applications, files or other items) hosted on the infrastructure, insofar as Company is not responsible for managing the continuity of client activities, and data backups in particular;
- (f) mismatch between the services and Purchaser's needs (in particular, with regard to the sensitivity of the relevant data), security incidents relating to use of the Internet, concerning in particular the loss, alteration, destruction, disclosure or unauthorized access to the Purchaser's data or details on or via the Internet;
- (g) damage to systems, applications and other items installed by Purchaser on the infrastructure

In participating in the Token Sale, Purchaser is made aware of these risks, which are explicitly accepted by Purchaser when participating in the Token Sale. Company expressly disclaims any liability for any direct or indirect loss or damage of any kind arising directly or indirectly from the realization of any of those risks.

**12. Security.** You are responsible for implementing reasonable measures in order to secure your Token Receipt Address as well as the wallet software you use to access that address, and any other address, wallet, vault or other storage mechanism you use to receive, hold, or access Sale Tokens purchased from Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Sale Tokens. Notwithstanding any other provision of these Terms, Company shall not be responsible or liable for any damages, losses, costs, penalties, fines, or expenses arising out of or relating to (i) your failure to implement reasonable measures to secure the wallet, vault or other storage mechanism you use to receive and hold Sale Tokens or the relevant access credentials; or (ii) the loss of or unauthorized use of any of your access credentials.

**13. Personal Information.** Company may determine, in its sole discretion, that it is necessary to obtain certain information about you or (if relevant) your beneficiaries, shareholders, beneficial owners, partners, directors, officers, or any other individuals connected to you in order to comply with applicable laws or regulations or requests of any regulator in any relevant jurisdiction, in connection with selling Sale Tokens to you or providing the Services. You agree to provide Company with such information promptly upon request, and any information you provide in respect of any third-party individuals may be collected, used, and disclosed by Company in order for Company to comply with laws or regulations or requests of any regulator in any relevant jurisdiction. You acknowledge that Company may refuse to provide Services, until you provide such requested information and Company has determined that it is permissible to provide Services under applicable laws or regulations. Pursuant to the EU Data Protection Directive

(95/46/EC) and the subsequent General Data Protection Regulation (EU) 2016/679 that will apply from 25 May 2018, flyCARE shall implement appropriate measures to prevent the unauthorized use or disclosure of any personal data made available to, and processed by, flyCARE in connection with the Token Sale (“Covered Data”). To this end, flyCARE has implemented and maintained physical and technical measures that reasonably and appropriately protect the confidentiality, integrity, security and availability of Purchaser Covered Data. Only the minimum and necessary amount of personal data of Purchaser is collected by flyCARE at the time of the KYC procedure in order to complete the Token Sale and to comply with the best practices recommended by the regulatory bodies. Besides, only duly authorized flyCARE personnel will access the Covered Data, and such access is strictly limited so as to ensure the operational process of the Token Sale and/or the security of the Covered Data. Personal data collected from Purchaser on the forms available on the website are intended for flyCARE personnel as well as for administrative and business management purposes. These data are processed (i) to allow Purchasers to access the Token Sale and to use flyCARE Platform, and (ii) to enable flyCARE to prospect for new users. Data marked with an asterisk are mandatory. Failure to provide such data may prevent Purchaser from participating in the Token Sale and using the service. By participating in the Token Sale and using flyCARE Platform, Purchaser agrees and authorizes flyCARE to share, if and when necessary the Covered Data with any trusted third party (which may be located in a non-EU jurisdiction but providing an equivalent level of protection across the European Union), for the sole purposes of the Token Sale or the provision of the service (such as KYC-Chain). Besides, Purchaser acknowledges that flyCARE may be required to provide the Covered Data to any regulatory bodies or administrative authorities if required by law. flyCARE will maintain Purchaser’s Covered Data only as long as it is necessary, or as required by law. Purchaser can object to the processing of his/her/its personal data for legitimate reasons, and can object to the use of such data for the purposes of prospecting activities. Pursuant to the General Data Protection Regulation, Purchaser shall be entitled to request access to, rectification, erasure of his/her/its own personal data, or restriction of processing concerning Purchaser or to object to processing as well as the right to data portability. However, given the nature of the blockchain technology used, Purchaser may not be able to exercise all of these rights. However, as far as technically possible, flyCARE will enable Purchaser to exercise his/her/its rights. To do so, Purchaser shall send a written request notification to flyCARE, with a copy of his/her/its signed ID document, to the following address: info@flycare.com.

**14. Taxes.** Any amounts you pay for Sale Tokens are exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of Sale Tokens, including, for example, sales, use, value added, and similar taxes. It is your responsibility to withhold, collect, report, and remit the correct taxes to the appropriate tax authorities. Company is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of Sale Tokens.

**15. Company Representations and Warranties.** Company represents and warrants that: (a) Company is a Belgian Company, duly incorporated, validly existing, and in good standing under the laws of the jurisdiction of Belgium, and has the power and authority to own, lease, and operate its properties and carry on its business as now conducted. (b) The performance by Company of these Terms is within the power of Company and, other than with respect to the actions to be taken when Sale Tokens are to be sold to you, has been duly authorized by all necessary actions on the part of Company. These Terms constitute a legal, valid, and binding obligation of Company, enforceable against Company in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to or affecting the enforcement of creditors’ rights generally and general principles of equity. To the knowledge of Company, it is not in violation of (i) its current certificate of incorporation, (ii) any material statute, rule, or regulation applicable to Company or (iii) any material indenture or contract to which Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on Company. (c) The performance and consummation of the transactions contemplated by these Terms do not and will not (i) violate any material judgment, statute, rule, or regulation applicable to Company, (ii) result in the acceleration of any material indenture or contract to which Company is a party or by which it is bound, or (iii) result in the creation or imposition of any lien upon any property, asset, or revenue of Company or the suspension, forfeiture, or nonrenewal of any material permit, license, or authorization applicable to Company, its business or operations.

**16. Your Representations and Warranties.** The Token Sale is reserved for experienced professionals who have an in-depth understanding of the nature of the products and services they are purchasing, a firm grasp of the technologies on which they are based (in particular blockchain), and who are fully aware of all the associated risks as described hereinafter. You represent and warrant that: (a) You have sufficient understanding of technical and business matters (including those that relate to the Services), cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology, and that you understand these Terms and appreciate the risks and implications of purchasing the Sale Tokens; (b) You have read and understand the terms and conditions of these Terms (including all exhibits which are part of these Terms); (c) You understand the restrictions and risks associated with the creation of Tokens as set forth herein, and acknowledge and assume all such risks; (d) You have obtained sufficient information about the Tokens, the Services to make an informed decision to purchase the Sale Tokens; (e) You understand that the Tokens confer only the right to receive Services and confer no other rights of any form with respect to Company, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights; (f) You are purchasing Sale Tokens solely for the purpose of receiving Services and supporting the development, testing, deployment and operation of the platform, being aware of the commercial risks associated with Company. You are not purchasing Sale Tokens for any other purposes, including, but not limited to, any investment, speculative, or financial purpose; (g) Your purchase of Sale Tokens complies with applicable laws and regulations in your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction for the purchase of the Sale Tokens and entering into contracts with Company, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained; (h) You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of Sale Tokens; (i) If you are purchasing Sale Tokens on behalf of any entity, you are authorized to accept these Terms on such entity’s behalf, and such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to “you” in these Terms refer to you and such entity, jointly); (j) You are not a resident or domiciled in, or purchasing Sale Tokens from, a location in any of the jurisdictions listed in Exhibit E; i) a citizen or resident of a geographic area in which use of the Token in connection with Protocol Utility is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other applicable sanctions or embargoes, or (iii) 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 List, the U.S. Department of State's Debarred Parties List or other applicable sanctions lists. You hereby represent and agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, you will immediately notify Company and cease using Tokens. Finally, you agree that you will not knowingly forward the Tokens to a party subject to U.S. or other applicable sanctions; and (l) You will at all times maintain control of your Token Receipt Address and the private key and/or any account credentials associated with the Token Receipt Address, and will not share or disclose the private key or account credentials with any other party. If you transfer the Tokens to another address, you will similarly maintain control of, and not share or disclose the private key or account credentials for, such other address.

**17. Indemnification.** (a) To the fullest extent permitted by applicable law, you will indemnify, defend, and hold harmless Company and its respective past, present, and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, 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, (ii) your responsibilities or obligations under these Terms, (iii) your violation of these Terms, or (iv) your violation of any rights of any applicable law or the other person or entity. (b) Company reserves the right to exercise sole control over the defence, at your expense, of any claim subject to indemnification under Section 16(a). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

**18. Disclaimers.** (a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (A) THE SALE TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASES, WITHOUT WARRANTIES OF ANY KIND, AND COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AS TO THE SALE TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, (B) COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SALE TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, THAT THEY MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE SALE TOKENS WILL BE CORRECTED, AND (C) COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SALE TOKENS OR THE DELIVERY MECHANISM FOR SALE TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE PROCESS OF PURCHASING TOKENS WILL BE UNINTERRUPTED OR ERROR-FREE. (b) Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts, so some or all of the exclusions of warranties and disclaimers in this Section 17 may not apply to you.

**19. Limitation of Liability.** (a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (i) IN NO EVENT WILL COMPANY BE LIABLE FOR LOSS OF PROFITS OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, 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) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE SALE TOKENS OR OTHERWISE RELATED TO THESE TERMS, 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 OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE), AND (ii) IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE, OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE SALE TOKENS, EXCEED THE EUR OR EQUIVALENT OF THE AMOUNT YOU PAID TO COMPANY FOR THE SALE TOKENS AS VALUED AT THE TIME OF YOUR PURCHASE. (b) THE LIMITATIONS SET FORTH IN SECTION 18(a) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF COMPANY. (c) Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section 18 may not apply to you.

**20. Intellectual Property.** flyCARE is the licensee or owner of all of flyCARE intellectual property rights existing prior the date of the Token Sale. Ownership of any of flyCARE Platform or FCC Token intellectual property or know-how used, developed, created or any documentation will vest with flyCARE at all times. flyCARE grants to Purchaser a royalty-free, nonexclusive, non-transferable, worldwide right to use flyCARE Platform and its services. Purchaser acknowledges and accepts that it shall not: (i) distribute, export, translate, transmit, merge, transfer, modify, adapt, hypothecate, encumber, create, derivative works of, loan, rent, lease, share, resell any of flyCARE Platform, in whole or in part; (ii) remove or modify any proprietary notices of flyCARE Platform; or (iii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, algorithms of flyCARE Platform or FCC Token or any documentation provided by flyCARE (except in accordance with the provisions of the applicable law). Purchaser shall take all necessary precautions to prevent third parties from using flyCARE Platform or Tokens or any documentation provided pertaining thereto in any way that would constitute a breach of these Terms or flyCARE intellectual property rights. Purchaser shall not license, sublicense, or otherwise grant any intellectual property rights pertaining to flyCARE Platform or Tokens.

**21. Release.** To the fullest extent permitted by applicable law, you release Company and the other Company Parties from responsibility, liability, claims, demands, and/or 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 disputes between users and the acts or omissions of third parties. You expressly waive any rights you may have under any applicable jurisdictions that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

**22. Dispute Resolution; Governing Law and Venue.** These Terms will be governed by and construed and enforced in accordance with the laws of Belgium, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. The courts of Brussels shall have exclusive jurisdiction over any and all disputes arising out of these Terms.

23. Severability. If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or



provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

**24. Complete Agreement.** These Terms set forth the entire understanding between You and Company with respect to the sale and use of Token. For facts relating to the sale and use of Token, You agree to rely only on the Terms and understand that the Terms alone govern the sale and use of Token and supersede any public statements about the initial sale made by third parties or by Company or individuals associated with Company, past and present and during the Token Sale.

**25. Waiver.** The failure of Company to require or enforce strict performance by You of any provision of these Terms or Company's failure to exercise any right under these agreements shall not be construed as a waiver or relinquishment of Company's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by Company of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by Company shall be deemed a modification of these Terms nor be legally binding, unless documented in physical writing, hand signed by You and a duly appointed officer, employee, or agent of Company.

**26. Disruption Event.** Force Majeure. In the event of a Disruption Event, Company shall have the right to suspend the Token Sale. If Company elects to suspend the Token Sale, Company will publicly announce the suspension as soon as reasonably practicable and, prior to resuming the Token Sale, Company will announce the resumption at least four (4) hours in advance. A "Disruption Event" means (i) any event or occurrence that causes a disruption in the functionality of the Ethereum network or of the blockchain network underlying any of the accepted Purchase Currencies, and such disruption has a material adverse effect on the processing time for network transactions, or (ii) any event or occurrence that causes a disruption in the functionality of the smart contracts or other software used in connection with the Token Sale and such disruption has an adverse effect on the implementation of the Token Sale, (iii) a change in the price of ETH of twenty percent (20%) or more in any twenty four (24) hour period, or (iv) any compromise of security that has or in our sole good faith determination may have an adverse impact on the Token Sale.

**27. Miscellaneous.** (a) Any notice required or permitted by these Terms will be deemed sufficient when sent by email to the email address you provided. If you fail to provide a valid email address, you waive your right to any notices by Company contemplated by this Agreement. (b) Company may assign these Terms in whole, without your consent, in connection with a reincorporation to change Company's domicile, or (i) in connection with any sale of all or substantially all of Company's assets, or (ii) to any person or entity becoming the beneficial owner, directly or indirectly, of ownership interests representing more than fifty percent (50%) of the combined voting power of Company, or otherwise acquiring Company's voting control. (c) The exhibits to these Terms are a part of, and are hereby incorporated into, these Terms. In the event of any inconsistency between these Terms and the exhibits to these Terms, the terms and conditions contained in these Terms shall control. (d) Company shall have the right to modify these Terms by providing you written notice of such modification, if Company reasonably believes that such amendment or modification is necessary to comply with changes in applicable laws or regulations or the regulatory environment. Your continued use or holding of the Sale Tokens you purchased shall constitute your acceptance of the modified terms. (e) 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: acts of God, fire, flood, explosion, wars, terrorism, riots, civil disturbances and strikes, or other work stoppages.

**28. Change of Law.** Purchaser acknowledges and accepts that the Token Sale is taking place within a legal environment that is still under development. New laws or rules may subsequently frame, modify or clarify the practice of such operations. Where necessary, should legislative changes conflict with all or part of these Terms, Company reserves the right to amend the terms of the operation as appropriate, retroactively if necessary, in order to ensure that the operation remains legal and compliant with the various regulatory bodies. Company will answer to any request issued via regular legal process aimed at obtaining specific information about the operation or its clients, specifically regarding anti-money laundering legislations.

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\* \* \*

## Acceptance of the Terms and Representations and Warranties

By placing a purchase order of FCC Token, YOU : (i) Consent and agree to these Terms; (ii) Represent and warrant that you are professional and experienced in ICOs, and you are authorized to purchase Tokens in your relevant jurisdiction, you are legally permitted to purchase FCC Token in your jurisdiction and to have a possibility to obtain service of Belgian origin; (iii) Represent and warrant that you are of a sufficient age to legally purchase FCC Token or have received permission from a legal guardian who has reviewed and agreed to these Terms; (iv) Represent and warrant that you will take sole responsibility for any restrictions and risks associated with the purchase of FCC Token as set forth below; (v) Represent and warrant that you are not purchasing FCC Token for the purpose of speculative investment; (vi) Represent and warrant that you are purchasing FCC Token for the use of the flyCARE Platform, or to facilitate development, testing, deployment and operation of applications using the flyCARE Platform; (vii) Represent and warrant that you have an understanding of the usage and intricacies of cryptographic tokens, like ETH, and blockchain-based software systems; (viii) Represent and warrant that you are not a citizen or resident of a country whose legislation conflicts with the present allocation of Tokens and/or the flyCARE Project in general and (ix) Represent and warrant that you are not a resident of a country listed in Exhibit E of these Terms.

## EXHIBIT A Creation and Distribution of Tokens

1. Company intends to create 200,000,000 Tokens.
2. Of those, 130,000,000 will constitute the Sale Tokens available for purchase in the Token Sale (65%).
2. The maximum number of Tokens available for sale during the Presale is 32,500,000 (25% of tokens sold). The maximum amount of Tokens for sale at this stage is 97,500,000 (75% of tokens sold) accrued by the number of Tokens available for sale during the presale not having been sold during the Presale.
- 3. Any Sale Tokens unsold during the Token Sale will be destroyed (“burnt”).**
4. The remaining 70,000,000 Tokens (35%) will be allocated as follows:
  - 20,000,000 Tokens (10% of the Tokens) will go to compensate founders, team and early contributors (most of such Tokens will be locked-up for a 12-month period, and their awarding will depend on the results of the crowdsale). Tokens not awarded shall be put back into a Reserve.
  - flyCARE will retain 50,000,000 (25%) of the other remaining Tokens (the “Reserve”) for the operation of the platform, industrial partners, strategic incentives and subsequent fundraising rounds.

## EXHIBIT B Token Sale Pricing, Terms, and Conditions

1. Price; Purchase Currency.

(a) Tokens will be priced in Ethereum (“ETH”).

(b) The base price of the FCC is fixed at 0.20 EUR for 1 FCC. The counter value of EUR 0.20 in ETHER will be fixed on the day of the Presale of the ICO launch date, i.e. May 14, 2018. The base price will be subject to a discount that will follow the schedule described in the following table:

	Start	End	Discount
Level 1	May 14, 2018 Presale starts	May 27, 2018	20%
Level 2	May 28, 2018	June 10, 2018	15%
Level 3	June 11, 2018 Crowdsale starts	June 17, 2018	10%
Level 4	June 18, 2018	June 24, 2018	5%
Level 5	June 25, 2018	December 31, 2018 Crowdsale ends	0%

(c) Tokens can solely be purchased in the Ethereum (ETH) cryptocurrency. (i) Company will provide the address to which payments should be sent (the “Payment Address”) at a custom URL that purchasers will receive after completing the Information Form (as defined below). (ii) Company reserves the right to accept payment in other currencies on a case-by-case basis and at its sole discretion.

(d) The minimum token purchase amount is set at 0.1 ETHER.

(e) You will receive a number of Tokens equal to the ETH value paid by you divided by the applicable price per Token.

2. Soft Cap. If at the end of the Token Sale, the ETH value of total purchases does not exceed the equivalent in ETHER of EUR 1 million which will be converted into ETHER at the value of the token when the Presale is launched, the Token Sale shall be automatically cancelled and the Purchasers will have the right to claim the refund of all monies sent during the Token Sale by calling a method of the Token Sale Smart Contract (with gas cost being incurred).

3. Token Sale Limit. The Token Sale will be halted once the 130,000,000 Tokens have been sold (the “Token Sale Limit”).

4. Information Form; Required Information. In order to participate in the Token Sale you must complete the information form that will be made available by Company during the Token Sale prior to sending any funds to Company (the “Information Form”). In the form, you must specify (i) a valid network address compatible with Ethereum network ERC-20 tokens, which you own and control, from which your payment will be sent and to which your purchased Tokens will be sent (the “Contribution address” or the “Token Receipt Address” which must be the same) (**Purchaser MUST NOT send ETHER from exchanges (ex : Coinbase, Kraken...) or they will loose their FCC**); (ii) a valid email address; and (iii) any other information marked as required by the Information Form (collectively, the “Required Information”).

5. KYC Procedure and contribution process. The “Know Your Customer” (KYC) procedure is instrumental in the prevention of money laundering and terrorist financing. By obtaining information on the identity and source of the funds of Purchasers, flyCARE aims to protect itself and prevent the flyCARE Platform from being used to conceal illegally obtained funds. This is why Purchasers and their Ethereum address (“Contribution address”) will be white-listed through a KYC procedure, which will be performed through the form provided on the website [www.flyCARE.com](http://www.flyCARE.com). Any contribution in this Token Sale will be accepted by the Smart Contract if and only Purchaser’s Contribution address has been white- listed. We will work with worldwide specialist KYC Chain for this process.

As part of the KYC procedure, the following information and documents shall be provided by any Purchaser willing to access to the Token Sale:

- (i) Where Purchaser is a natural person: Family name, first name, country and residential address, email address, nationality, ID card/Passport scan, photo “selfie” on which appear simultaneously the face of the contributor and the registered ID card, address from which the funds will be disbursed;
- (ii) Where Purchaser is a legal person: Organization/Company name, headquarters registered address, scan of business licence, tax identification number, address from which the funds will be disbursed and for Token Sale legal representative: Family name, first name, ID card/Passport scan, photo «selfie» on which appear simultaneously the face of the contributor and the registered ID card.

Purchaser shall then:

- Declare that he is not a Canadian, South Korean, Singaporean or Chinese citizen, nor a “U.S. person”;
- Tick the box “I HEREBY CERTIFY THAT I HAVE READ, UNDERSTOOD AND EXPRESSLY ACCEPT FLYCARE WHITE PAPER AND TOKEN SALE TERMS AND CONDITIONS”;
- Provide his/her/its Contribution address;
- Provide the indicative amount of his/her/its contribution in ETH.

Each step needs to be followed and complied with by Purchaser. flyCARE will then proceed with the KYC verification. Once Purchaser’s identity has been verified, his/her/its Contribution address will be added to the Token Sale White List, and flyCARE will send him/her/it a message for Purchaser to confirm and finalize his/her/its contribution in the Token Sale.

In any case, flyCARE will NOT accept “anonymous purchasers” or those using aliases, fictitious names or false identity in general. flyCARE may request from Purchaser additional information and/or documents to evidence his/her/its identity and/or source of funds or to ensure the accuracy of the details he/she/it has provided. If Purchaser refuses to provide such additional information or documents, flyCARE may, at its sole discretion, refuse Purchaser’s contribution and may not be held liable for such refusal. flyCARE may, at its sole discretion, refuse purchasers who are (or may be) suspects of being involved in money laundering, or any sort of criminal activities, related to drug trafficking, terrorism and organized crime. The same applies to potential purchasers holding businesses that due to the nature of the business make it impossible to verify legitimacy or that of the funds being inconsistent with their financial status.

Token Sale address will be made available to the public on [www.flyCARE.com](http://www.flyCARE.com). Only Purchasers that passed the KYC procedure as described hereinabove will be technically allowed to make their contribution.

Once Purchaser’s Contribution address has been white-listed, Purchaser shall then provide the final amount of his contribution in ETH accord. Failure for Purchaser to provide the final amount of his contribution in ETH at the address specified on [www.flyCARE.com](http://www.flyCARE.com), Purchaser will not be able to receive Tokens.

Purchaser’s contribution in ETH is deemed to be irrevocably binding upon validation of the final contribution by the Smart Contract. As from this date, a contribution may no longer be cancelled or amended. Purchasers will then receive FCC Tokens. FCC Tokens will be made available in Purchaser’s wallet immediately after the contribution and will be transferable twelve (12) days after the end of the Token Sale.

FCC period of validity, during which they can be used, is not time-dependent. Tokens cannot be deleted due both to their strictly decentralized nature and to the fact that, once issued, they are no longer under flyCARE’s control. They would, in any case, remain the property of their owner.

In any event during the KYC procedure and contribution process, Purchaser shall notify in writing flyCARE concerning any information likely to impact on Token Sale contribution directly or indirectly ([contactus@flycare.com](mailto:contactus@flycare.com)). Failure to do this, flyCARE may not be held liable in any way in this regard.

6. Participation in the Token Sale is reserved for natural or legal persons acting within the scope of their professional activities. Any natural person acting as a simple consumer within the meaning of EU Directive 2011/83/EU relating to consumer rights is excluded from the Token Sale. Participants cannot contribute to the Token Sale if there are applicable legal restrictions in their country of residence. It is the responsibility of each participant to know these laws regarding their participation in the Token Sale. Due to legal restrictions, the Token Sale is not accessible for any person (including a legal entity) who is considered a “U.S. person”, Canadian, Singaporean, South Korean or a Chinese citizen.

Documents linked to the issue of FCCs may not be transmitted or distributed to a “U.S. person”, a Canadian, a Singapore, South Korea, or Chinese citizen or to a mail or email address in the United States of America, Canada, Singapore, South Korea or People’s Republic of China. It is prohibited to transmit, distribute or reproduce documents linked to the issue of FCC to or for a “U.S. person”, Canadian, Singapore, South Korea or Chinese citizen, or within the territories of the United States of America, Canada, Singapore,



South Korea and People's Republic of China in whole or in part.

To ensure their eligibility for the purchase of FCC tokens, Purchaser declares that he/she/it is not Canadian, Singaporean, South Korean or a Chinese citizen.

or legal person, nor a "U.S. person", (within the meaning of Regulation S of the Securities Act 1933 in U.S. law), i.e.:

- Any private individual resident in the United States;
- Any partnership or business organized or established under U.S. law;
- Any property of which the executor or administrator is a U.S. citizen;
- Any trust of which a proxy is an American citizen;
- Any agency or branch of a foreign entity located in the United States;
- Any non-discretionary account or similar account (other than a trust or property) held by a trader or other trustee for the benefit of or on behalf of a U.S. citizen;
- Any discretionary account or similar account (other than a trust or trust) held by a trader or other trustee, that is organized, established or (if a private individual) resident in the United States; and
- Any partnership or company if:
  - a) It is organized or established under the law of a foreign jurisdiction; and
  - b) It is formed by a U.S. citizen primarily for the purpose of investing in securities not listed under the U.S. Securities Act, unless it is organized or established, and owned, by accredited investors who are not private individuals, trusts or properties.

7. Please do not send your order of Token at the last minute : passing a complete KYC procedure and submitting a valid purchase transaction still does not guarantee that you will receive your FCC : the transaction might be delayed (because of low gas, or whatever) and therefore you may miss a discount or miss the Token Sale (if hard cap is reached, or front-running attacks) : the transaction submission time does not guarantee the purchase of Token, but only the time at which the transaction is actually mined into a block determines the purchase conditions.

**EXHIBIT C**  
**Whitepaper**

## **EXHIBIT D**

### **Certain Risks Relating to Purchase, Sale, and Use of Tokens**

**Important Note:** As noted elsewhere in these Terms, the Tokens are not being structured or sold as securities or any other form of investment product. Accordingly, none of the information presented in this Exhibit D is intended to form the basis for any investment decision, and no specific recommendations are intended. Company expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this Exhibit D, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information. By purchasing, owning, and using Tokens, you expressly acknowledge and assume the following risks:

1. Risk of Losing Access to Tokens Due to Loss of Private Key(s), Custodial Error, or Purchaser Error. A private key, or a combination of private keys, is necessary to control and dispose of Tokens stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing Tokens will result in loss of such Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store Tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your Tokens. Additionally, your failure to follow precisely the procedures set forth for buying and receiving Tokens, including, for instance, if you provide the wrong address for Purchaser Address, or provides an address that is not ERC-20 compatible, may result in the loss of your Tokens.

2. Risks Associated with the Ethereum Protocol. Because Tokens are based on the Ethereum protocol, any malfunction, breakdown, or abandonment of the Ethereum protocol may have a material adverse effect on Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Tokens, including the utility of the Tokens for obtaining Services, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

3. Risk of Mining Attacks. As with other decentralized cryptographic tokens based on the Ethereum protocol, the Tokens are susceptible to attacks by miners in the course of validating Token transactions on the Ethereum blockchain, including, but not limited, to double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the Tokens, including, but not limited to, accurate execution and recording of transactions involving Tokens.

4. Risk of Hacking and Security Weaknesses. Hackers or other malicious groups or organizations may attempt to interfere with the Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, and spoofing. Furthermore, because the platform is based on open-source software, there is a risk that a third party or a member of Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure, which could negatively affect the Tokens, including the utility of the Tokens for obtaining Services. Hackers or other malicious groups or organizations may also attempt to get access to private keys or other access credentials in your wallet, vault, or other storage mechanism used to receive and hold Tokens.

5. Risks Associated with Markets. The Tokens are intended to be used solely within the platform for the Services, and Company will not support or otherwise facilitate any secondary trading or external valuation of Tokens. This restricts the contemplated avenues for using Tokens to the provision or receipt of Services, and could therefore create illiquidity risk with respect to the Tokens you own. Even if secondary trading of Tokens is facilitated by third-party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third parties do ascribe an external exchange value to Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

6. Risk of Uninsured Losses. Unlike bank accounts or accounts at some other financial institutions, Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by Company, to offer recourse to you.

7. Risks Associated with Uncertain Regulations and Enforcement Actions. The regulatory status of the Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the Tokens. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the Tokens. Regulatory actions could negatively impact the Tokens in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of the Tokens constitutes unlawful activity or that the Tokens are a regulated instrument that requires registration or licensing of those instruments or some or all of the parties involved in the purchase, sale and delivery thereof. Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction. The Token Sale has been structured to comply with EU law applicable at the time of the offer. Operations of the flyCARE network and of Tokens may be impacted by the passing of restrictive laws, the publication of restrictive or negative opinions, the issuing of injunctions by national regulators, the initiation of regulatory actions or investigations, including but not limited to restrictions on the use or ownership of digital tokens such as FCC, which may prevent or limit development of the flyCARE network and, therefore, impact the uses or potential value of FCC. Given the lack of cryptocurrency legal qualifications in most countries, each Purchaser is then strongly advised to carry out a legal and tax analysis concerning the purchase and ownership of FCC according to his/her/its nationality and place of residence. Moreover, the legal and regulatory diligences necessary for the development of the flyCARE network and services in different jurisdictions have not yet been conducted, including the legal and regulatory diligences relating to labor laws. There is a risk that adverse laws

or regulation in those jurisdictions might prevent or limit the development of the flyCARE network and, therefore, impact the uses or potential value of the FCC.

8. Risks Arising from Taxation. The tax characterization of Tokens is uncertain. You must seek your own tax advice in connection with purchasing Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

9. Risk of Insufficient Interest in flyCARE or Distributed Applications. It is possible that flyCARE will not be used by a large number of individuals, companies, and other entities, or that there will be limited public interest in the creation and development of crypto networks more generally. Such a lack of use or interest could negatively impact the development of flyCARE and therefore the potential utility of the Tokens, including the utility of the Tokens for obtaining Services.

10. Risks Associated with the Development and Maintenance of flyCARE. The project is still under development and may undergo significant changes over time. Although Company intends for the Tokens to function as described in Exhibit C, and intends to take commercially reasonable steps toward those ends, Company may have to make changes to the specifications of the Tokens for any number of legitimate reasons. This could create the risk that the Tokens, as further developed and maintained, may not meet your expectations at the time of purchase. Furthermore, despite Company's good faith efforts to develop, it is still possible that the platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Tokens, and the potential utility of the Tokens, including the utility of the Tokens for obtaining Services.

11. Risk of an Unfavorable Fluctuation of Purchase Currencies or Token Value. If the value of the Ethereum or Token fluctuates unfavorably during or after the Token Sale, Company team may not be able to fund development, or may not be able to develop or maintain the project in the manner that it intended. In addition to the usual market forces, several potential events could exacerbate the risk of unfavorable fluctuation in the value of Ethereum or Token, including another DAO-like attack on the Ethereum network, or significant security incidents or market irregularities at one or more of the major cryptocurrency exchanges.

12. Risk of Dissolution of Company. It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of Token (or other cryptographic and fiat currencies), decrease in the Tokens' utility (including their utility for obtaining Services), the failure to gain user adoption, the failure of commercial relationships, or intellectual property ownership challenges, the flyCARE project may no longer be viable to operate, or Company may dissolve.

13. Risks Arising from Lack of Governance Rights. Because Tokens confer no governance rights of any kind with respect to Company, all decisions involving Company's products or services itself will be made by Company at its sole discretion, including, but not limited to, decisions to discontinue its products or services, or to sell or liquidate Company. These decisions could adversely affect the utility of any Tokens you own, including their utility for obtaining Services.

14. Operational Risks. Company is a young business concern, and the growth of the team and its capabilities may take longer than expected in order to result in the intended usefulness for the Tokens. The Tokens are just one product in a highly competitive market, and broad adoption by other users and developments by technology partners may take longer than expected. The usefulness of the Tokens depends on the extent of widespread adoption by the marketplace.

15. Technology Risks. The Tokens are intended to represent a new capability on emerging technology that is not fully proven in use. As the technology matures, new capabilities may dramatically alter the usefulness of the Tokens or the ability to use or sell them. The functionality of the Tokens is complex, will require enhancements and product support over time, and full functionality may take longer than expected. The full functionality of the Tokens is not yet complete, and no assurance can be provided of such completion.

16. Unanticipated Risks. Cryptographic tokens such as the Tokens are a new and untested technology. In addition to the risks included in this Exhibit D, there are other risks associated with your purchase, possession, and use of the Tokens, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Exhibit D.

## **EXHIBIT E**

### **LIST OF JURISDICTIONS BANNED**

- The United States of America
- Canada
- The People's Republic of China
- South Korea
- Singapore

This list may be updated during the Token Sale.