

TERMS AND CONDITIONS GOVERNING ALL TOKENS RELATED TO RAINFIN EN COMMANDITE PARTNERSHIP AGREEMENTS

1. INTRODUCTION

- 1.1. These terms and conditions (referred to as "**Agreement**" or "**Terms**") constitute a contractual agreement between you (the "**User**") and means [insert] Proprietary Limited, Registration Number [insert], a private Rainfin Partnership incorporated in accordance with the laws of South Africa, in its capacity as the general partner of and on behalf of the *en commandite* Rainfin Partnership (the "Partnership"); (Collectively the User and the Partnership shall be referred to as the "**Parties**", and each a "**Party**"). The Terms apply to the User's utilisation of this website, platform where specific products or tokens are offered as described in this Agreement.
- 1.2. The Rainfin Partnership retains the right to periodically update these Terms at its sole discretion and will publish the revised terms on the website and/or Platform. It is the User's responsibility to regularly review the Terms and ensure agreement with them. The User is encouraged to visit the website frequently to stay informed about any modifications made. If the User no longer agrees with the amended Terms or is restricted or prohibited by applicable laws and regulations from purchasing the Rainfin Partnership's Tokens, they must discontinue the use of this website.
- 1.3. Tokens are representations of real world assets and are not intended to constitute securities, units in a collective investment scheme or a business trust. Accordingly, this Agreement therefore, does not, and is not intended to, constitute a prospectus, profile statement, or offer document of any sort, and should not be construed as an offer of securities of any form, units in a business trust, units in a collective investment scheme or any other form of investment, or a solicitation for any form of investment in any jurisdiction. All information or documentation provided by the Rainfin Partnership, or any group entity is purely for guidance and informational purposes. This Agreement and all information relating to this Agreement should be independently verified and confirmed. Neither the Rainfin Partnership nor any group entity accepts any liability for any loss or damage whatsoever caused in reliance upon such information or services.
- 1.4. Only persons of adequate financial means who have no need for present liquidity should consider purchasing the Tokens set forth in this Agreement. The purchase of digital Tokens is subject to a number of risks, some of which the Rainfin Partnership has set out in this

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Directors: S.P. Emery, W.J. van der Merwe RainFin (RF) (Pty) Ltd is an Authorised Financial Services Provider (45756) Company
Registration Number: 2008/029213/07



Agreement. If the User is in any doubt as to the suitability or otherwise of purchasing the Tokens referred to in this Agreement, the User should seek appropriate professional advice. Note that clause 22 contains a binding arbitration clause which affects the User's legal rights. If you have any questions regarding these Terms, please contact the Rainfin Partnership at terms@rainfin.com. If the User does not agree to any clause in this Agreement or these Terms of sale, the User is directed and encouraged to not purchase Tokens.

- 1.5. Purchases of Tokens should be undertaken only by individuals or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, including Ethereum-based tokens and blockchain-based software systems. Purchasers should have an expert understanding of the storage and transmission mechanisms associated with cryptographic tokens. While the Rainfin Partnership will be available to assist the User during the Token Sale, the Rainfin Partnership will not be responsible in any way for loss of any cryptocurrency, including Tokens, resulting from actions taken by, or omitted by the User. If you do not have such experience or expertise, then you should not purchase Tokens or participate in the Token sale. Your participation in the Token sale is deemed to be your understanding and acknowledgment that you satisfy the requirements mentioned in this paragraph.
- 1.6. As further described herein, by purchasing Tokens, and to the extent permitted by law, you agree to not hold the Rainfin Partnership or 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/or designees liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of Tokens, including losses associated with these Terms.
- 1.7. You acknowledge, understand and agree that:-
 - 1.7.1. You are subject to and bound by these Terms by virtue of purchasing the Tokens; and
 - 1.7.2. The Tokens have no rights, intended uses or attributes outside of use within the Rainfin Network or as otherwise expressly referred to in these Terms; and
 - 1.7.3. A purchase of Tokens is non-refundable and cannot be cancelled; and
 - 1.7.4. A purchase of Tokens involves many, varied risks which can result in the loss of

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all amounts paid; and

- 1.7.5. The Rainfin Partnership reserves the right to refuse or cancel Token purchase requests at any time in its sole and absolute discretion; and
- 1.7.6. Certain persons, including persons who commit to purchasing Tokens earlier than you, may receive more Tokens from the Rainfin Partnership for the same amount paid. For the avoidance of doubt, the Rainfin Partnership may, at its sole discretion and without prior consultation, offer Tokens at any price point and/or on any terms that it deems reasonable or advantageous in the circumstances; and
- 1.7.7. These Terms limit the liability of the Rainfin Partnership and its Associated Parties (defined below) in connection with the sale of Tokens; and
- 1.7.8. You have reviewed to your satisfaction all supporting collaterals concerning the risks associate with purchasing Tokens.

2. PREAMBLE

- 2.1. The Rainfin Partnership intends to facilitate the sale of the Tokens, (the purpose and intended use of which are more particularly described herein and in the Token Documentation (as defined herein below), which documentation is available at [insert] or such other website or platform as the Rainfin Partnership may notify the User from time to time (the "**Website**").
- 2.2. The User is desirous of purchasing Tokens and understands that should he/she do so it will be on the Terms set out herein.
- 2.3. **NOW, THEREFORE**, in consideration of the mutual representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

3. DEFINITIONS

- 3.1. Unless the context requires otherwise, in addition to the terms defined in the preamble or body of this Agreement, the following terms shall have the ascribed meanings in this Agreement:

3.1.1. **Additional Tokens** means the additional Tokens issued by the Rainfin

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Partnership to the User as payment for the RoI due to the User;

- 3.1.2. **Affiliate** means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person;
- 3.1.3. **Alternative Exchange** means an alternative blockchain exchange network other than the Rainfin Network that a User may elect to export the Investments Tokens to, as contemplated herein. For example Ethereum;
- 3.1.4. **Claim Token** means a representative token minted on an Alternative Network symbolizing the User's Stored Tokens on the Rainfin Network;
- 3.1.5. **Claim Token Index** means the dynamic indicator that updates daily reflecting the accrued interest on the Investment Token;
- 3.1.6. **Completion Date** means, the date upon which all of the Investment Tokens have been redeemed and all Redemption Proceeds due in respect of such Investments Tokens have been duly paid to the Users in accordance with the terms of this Agreement and the Token Documentation and no claims have been lodged against the amounts paid in accordance with clause 11.2;
- 3.1.7. **Confidential Information** means all non-public information or material disclosed or provided by one party to the other, either orally or in writing, or obtained by the recipient party from a third party or any other source, concerning any aspect of the business or affairs of the other party or its Affiliates, including without limitation, any information or material pertaining to products, formulae, specifications, designs, processes, plans, policies, procedures, employees, work conditions, legal and regulatory affairs, assets, inventory, discoveries, trademarks, patents, sales, marketing, expenses, financial statements and data, customer and supplier lists, raw materials, costs of goods, relationships with third parties and personal information. Confidential Information also includes any notes, analyses, compilations, studies or other material or documents prepared by the recipient party which contain, reflect or are based, in whole or in part, on the Confidential Information;
- 3.1.8. **Control** means, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "**Controlled**" and "**Controlling**" have meanings correlative thereto;

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- 3.1.9. **Eligibility Criteria** means the criteria contemplated in clause 4 herein below;
- 3.1.10. **Export Process** means the mechanism by which the User transfers their Investment Tokens from the Rainfin Network to another network as contemplated in clause 9 below;
- 3.1.11. **Fees** means the fees charged by the Rainfin Partnership and other fees anticipated to be charged as more fully detailed in clause 14;
- 3.1.12. **Fiat** means fiat money that is a government-issued currency that is not backed by a commodity such as gold or silver but is rather backed by the Government that issues it;
- 3.1.13. **General Partner** means RainFin
- 3.1.14. **Group Entity** means Rainfin, the Rainfin Partnership and their Affiliates;
- 3.1.15. **Import Process** means the method of reintroducing the value of the Claim Token back into the Rainfin Network and unblocking the Stored Tokens as contemplated herein below;
- 3.1.16. **Intellectual Property** means all ideas, concepts, discoveries, processes, code, compositions, formulae, methods, techniques, information, data, patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), art, rights in designs, systems, services, website design, "look and feel", compilation, functionality, audio, video, text, photograph, graphics, all elements of the Website, and all other intellectual property rights, in each case whether patentable, copyrightable or protectable in trademark, registered or unregistered, and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, including without limitation Rainfin or the right to issue native fungible tokens (including without limitation any cryptocurrency, decentralized application tokens, protocol tokens, blockchain-based assets or other cryptofinance coins, tokens or similar

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digital assets built on blockchain or cryptographic technology or other like instrument, but excluding non-fungible tokens of any type) utilised within the "Rainfin" platform software, including any ancillary works, rights in inventions, copyright and related rights, product information, know-how, processes, products, services, technology, trade secrets, rights in proprietary information, industrial property rights, rights in getup, goodwill and the right to sue for passing off or unfair competition, Bank Notes work-in- progress, methodology, algorithms, formulas, computer code, code documentation, design information strictly connected with the right to issue fungible tokens, and in each case;

- 3.1.17. **Investment** means the purchase of the Tokens by the Users for the purpose of investing in the acquisition of a partnership interest in the RainfinPartnership, which Rainfin Partnership is to achieve the Investment Purpose;
- 3.1.18. **Investment Token** means the cryptographically secured token issued on the relevant Rainfin Network which can be utilised within the Rainfin Network only, or its successor from time to time and which relates solely to this Investment;
- 3.1.19. **Limited Partner** has the meaning ascribed thereto in the Rainfin Partnership Agreement;
- 3.1.20. **Liquidation Event** means an event whereby the Rainfin Rainfin Partnership commits an act, which if the Rainfin Partnership were a natural person, would be an act of insolvency as contemplated in terms of section 8 of the Insolvency Act of 1936, as amended;
- 3.1.21. **Non-Cooperative Jurisdiction** means any country or territory that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organisation, See <http://www.fatf-gafi.org> for FATF's list of non-cooperative countries and territories, as updated from time to time.
- 3.1.22. **OFAC** means the United States Office of Foreign Assets Control. The list of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website namely <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>, and as updated from time to time;

3.1.23. **Offer Date** means the date that the Investment Token becomes available as a First Floor Suite 5a, Waterstone Office Park, Cnr Main Road & R44, Somerset West, Western Cape 7130

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Token to invest in, in relation to the Investment, on the Rainfin Network;

- 3.1.24. **Participation Ratio** shall have the meaning ascribed to it in the Rainfin Partnership Agreement;
- 3.1.25. **Person** shall mean and include an individual, a partnership, a legal entity, a corporation (including a business trust), a joint stock company, a company, an unincorporated association, a joint venture or other entity or a governmental authority;
- 3.1.26. **Prohibited Person** means a person that is: (i) a citizen or resident of a geographic area in which holding cryptographic tokens, trading tokens, or participating in token sales, whether as a purchaser or a company, is prohibited, restricted or unauthorised 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; (iii) an individual, or an individual employed by or associated with an entity, that is identified on any sanctions or prohibition list maintained by any country or government or international authority, including without limitation lists maintained by the Cyprus Securities and Exchange Commission, the British Virgin Islands Financial Services Commission, OFAC, the EU, the US Department of State, the United Nations Security Council, Her Majesty's Treasury, the Hong Kong Monetary Authority or the Monetary Authority of Singapore, the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, the U.S. Department of State's Debarred Parties List or the sanctions lists adopted by the United Nations and the European Union, as such lists may be amended from time to time; or (iv) a person who acts, directly or indirectly, 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 figure;
- 3.1.27. **Purchase Price** shall be R1.00 (One Rand) per Token;
- 3.1.28. **Purpose** shall have the meaning ascribed to it in Clause 9.3;
- 3.1.29. **Rainfin Documentation** shall have the meaning ascribed to it in Clause 7.3;
- 3.1.30. **Rainfin Network** means the Rainfin decentralised or centralised digital asset exchange (provided, this does not constitute any representation or undertaking

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that the Tokens shall actually be listed for trading on any such exchange or platform and the Tokens shall be limited to the uses and limitations set out herein);

- 3.1.31. **Rainfin Partnership** means the Rainfin *En Commandite* Limited Partnership entered into between the general partner thereof and the limited partners which shall be constituted by the Native Token Holders;
- 3.1.32. **Rainfin Partnership Agreement** means the Rainfin *En Commandite* Limited Partnership Agreement entered into between the general partner thereof and the limited partners;
- 3.1.33. **Rainfin** means RainFin (RF) (Pty) Ltd, Registration Number 2008/029213/07, Registered Financial Services (FSB 45756);
- 3.1.34. **Rainfin Partnership's Nominated Bank Account** means any bank account nominated by the Partnership from time to time;
- 3.1.35. **Redemption Date** means means the date which is 48 (Forty Eight) hours after the issue of the Redemption Notice by the Limited Partner;
- 3.1.36. **Redemption Notice** means a notice filed by the User on the Rainfin Rainfin Partnership specifying the full details of the User, the User's Wallet and the number of Tokens which the User wishes to redeem;
- 3.1.37. **Redemption Price** means the Purchase Price per Token being redeemed less the Fees that remain unpaid ;
- 3.1.38. **Redemption Proceeds** means either the Redemption Date Price, or the Voluntary Redemption Price, as determined by the context;
- 3.1.39. **Restricted Territory** shall have the meaning ascribed to it in Clause 11.1.10;
- 3.1.40. **Rol** means return on investment, being an amount of [insert] of the value of each Token per month or such other amount as the Rainfin Partnership may determine from time to time;
- 3.1.41. **Nominated Wallet** means the digital wallet address nominated by the User during the User registration on the Rainfin Network;

- 3.1.42. **Stored Tokens** means the Investment Tokens stored and blocked on the Rainfin Network as contemplated in clause 9.1 below;
- 3.1.43. **Token** means either the Investment Token, Stored Token and/or the Claim Token, as the case may be;
- 3.1.44. **Token Holders** means either the holders of any of the Tokens (as the case may be);
- 3.1.45. **Token Documentation** means these Terms, the whitepaper, presentation deck or other documentation relating thereto, the Rainfin Partnership, and any other agreements which govern the Investment contemplated herein or any other agreement which the Rainfin Partnership may direct from time to time are to be regarded as Token Documentation;
- 3.1.46. **USD** means the lawful currency for the time being of The United States of America;
- 3.1.47. **Voluntary Redemption Price** means the amount which would otherwise be available for distribution to the Partners on a sequestration, divided by the number of Investment Tokens in issue in order to calculate the price per Investment Token; and
- 3.1.48. **ZAR** means the lawful currency for the time being of the Republic of South Africa;
- 3.2. In addition, in this Agreement:
- 3.2.1. a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force for the time being, taking account of any amendment or re-enactment or extension and includes any former state, statutory provision or subordinate legislation which it amends or re-enacts;
- 3.2.2. unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 3.2.3. unless the context otherwise requires, words in the singular include the plural and, in the plural, include the singular;
- 3.2.4. clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement;

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- 3.2.5. references to clauses and Schedules are to the clauses of and Schedules to this Agreement and references to paragraphs are to paragraphs of the relevant Schedule;
- 3.2.6. the Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules;
- 3.2.7. a reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated in accordance with its terms from time to time;
- 3.2.8. thousands are separated by commas (,), while decimals are denoted by a dot (.); and
- 3.2.9. unless the context otherwise requires, "or" has the inclusive meaning of "and/or". (Including any sub-domains) as may be notified by the Rainfin Partnership to the User from time to time.

3.3. **NOW, THEREFORE**, in consideration of the mutual representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

4. **ONBOARDING PROCESS AND ELIGIBILITY CRITERIA**

4.1. **Eligibility for Access to Platform and Token Purchase:**

By accessing and using this platform and the Rainfin Network, the User represents and warrants that:

- 4.1.1. **Age:** You are at least [18 years old / the legal age of majority in your jurisdiction].
- 4.1.2. **Jurisdictional Restrictions:** You are not a resident of, or located in, a jurisdiction where participation in token sales is prohibited or restricted by applicable law or regulation.
- 4.1.3. **Identity Verification (KYC):** You agree to complete any necessary Know Your Customer (KYC) verification process as required by the Rainfin Partnership or as otherwise contemplated on the Rainfin Network. This may involve providing valid identification documents and any additional information requested by the

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Rainfin Partnership.

- 4.1.4. **Investment Limits:** You agree to comply with any minimum or maximum investment limits set by the Platform for Token sales.
- 4.1.5. **Anti-Money Laundering (AML) Compliance:** You agree to comply with all Anti-Money Laundering (AML) and Counter-Terrorist Financing (CTF) policies and procedures as specified by the Rainfin Network.
- 4.1.6. **Restricted Persons:** You confirm that you are not a government official, or an employee of an organization that may be subject to specific restrictions on participation.
- 4.1.7. **Risk Assessment:** You acknowledge that the platform may conduct a risk assessment of potential investors and you agree to provide any requested information or documentation for this purpose.
- 4.1.8. **Compliance with Rainfin Network Terms and Conditions:** You agree to abide by the terms and conditions of this platform, including any eligibility criteria set forth herein.
- 4.1.9. **Technology Requirements:** You confirm that you have the necessary technological infrastructure, including a compatible web browser and a secure internet connection, to access and use this platform and the Rainfin Network.

(herein referred to as the “**Eligibility Criteria**”)

- 4.2. The Rainfin Partnership reserves the right to verify the information provided by Users and to restrict or deny access to the Rainfin Network or participation in Token sales for individuals or entities that do not meet the specified Eligibility Criteria.

5. **TERMS OF TOKEN SALE**

- 5.1. This Agreement constitutes a binding legal agreement between the User and the Rainfin Partnership. This Agreement contains the terms that govern the User's purchase of the Tokens as well as certain terms of any smart contracts (if any) related to the distribution of the Investment Tokens.
- 5.2. The User's purchase of the Tokens from the Rainfin Partnership is subject to these terms of sale.

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- 5.3. The Purchase Price for the Investment Token may be payable in Fiat currency or or any other cryptocurrency that the Rainfin Network may adopt, at the spot rate of exchange at the time of payment, as it may be determined by the Rainfin Partnership and notified to the User.
- 5.4. The Parties agree that the User shall pay the agreed Purchase Price to the Rainfin Partnership's designated wallet address for the relevant Investment Token, alternatively it may be paid in Fiat into the Rainfin Partnership's Nominated Bank Account. The Purchase Price must be received in the designated wallet for it to constitute a purchase of a Token by the relevant User hereunder.
- 5.5. Save as otherwise separately notified to the User, the designated wallet address for payment of the Purchase Price shall be set out below. It is expressly agreed that the Rainfin Partnership may direct the User to make payment of the Purchase Price to a wallet address belonging to any Group Entity.
- 5.6. The User is aware that cyberthieves and other malefactors may mimic companies such as the Rainfin Partnership and provide the User with wire transfer or wallet information that is falsified and is designed to pay said malefactors instead of the Rainfin Partnership. Accordingly, prior to making any payment of the Purchase Price to the Rainfin Partnership, the User shall be required to confirm by e-mail the amount of the Purchase Price and the location to which the Purchase Price shall be sent. The Rainfin Partnership shall have no liability if the User sends the Purchase Price or any portion thereof to the wrong wallet address.
- 5.7. The Tokens purchased in terms of this Agreement shall be subject to the following conditions:
- 5.7.1. In the event that the User elects to invest in the Investment, the User shall purchase the Tokens (utilizing Fiat currency or such other currency as contemplated on the Rainfin Network);.
- 5.7.2. Upon payment of the monies from Rainfin to the Rainfin Partnership and purchase by the Rainfin Partnership of the Bank Note, the User shall automatically and without further ado or any further actions required become a limited partner in the Rainfin Partnership. The User shall by purchasing the Investment Token and by the subsequent payment of the Purchase Price by Rainfin to the Rainfin Partnership as contemplated herein, be bound by and



undertakes to adhere to the terms and conditions contained in the Rainfin Partnership Agreement.

- 5.7.3. The Investment Token shall not be redeemable until the Redemption Date or otherwise in accordance with clause 9 below.
- 5.7.4. No User shall be entitled to create any pledge, lien, security interest, encumbrance or equitable interest over or in respect of the Investment Token.
- 5.8. The Rainfin Partnership, Rainfin and each Group Entity expressly reserves the right to exchange, fork, hard fork, otherwise migrate all the Tokens generated (the “**Initial Tokens**”) to another smart contract, whether on the same or a different blockchain network protocol, or otherwise replace the Initial Tokens with another digital token (the “**Alternate Tokens**”) should a competent governing body or Rainfin determine, that doing so is necessary or useful for the operation of Rainfin or any of its associated businesses, legal compliance reasons or for the purposes of achieving technical and operational efficiencies. Should the Rainfin Partnership or any Group Entity decide to exchange or migrate the Initial Tokens and/or the existing chain state, the Rainfin Partnership may no longer provide support for the Initial Tokens relating to Rainfin, the services or any other operational matters, except with respect to the exchange, migration or replacement process. If the Token is exchanged or migrated to another blockchain network protocol, the practical utility of the Initial Tokens will likely diminish rapidly once Alternate Tokens are created. The User acknowledges and agrees that for it to participate in Rainfin or obtain future utility from the Token following the creation of Alternate Tokens, certain actions and efforts may be required from it in order for it to receive Alternate Tokens. Where the User has fully complied with all actions and efforts reasonably required by the Rainfin Partnership and/or any Group Entity including Rainfin to be eligible to receive Alternate Tokens, the User shall be entitled to receive such number of Alternate Tokens equal to the number of Initial Tokens held at such time, on substantially the same terms and conditions as those contained herein. Notwithstanding the foregoing, the Alternative Tokens shall entitle the User to the same rights it shall just have been migrated or exchanged to another form or blockchain network.

6. NATURE OF THE INVESTMENT TOKEN

- 6.1. The Investment Token entitles the User to an economic interest in the Rainfin Partnership in accordance with the User's Participation Ratio as set out in the Rainfin Partnership Agreement.

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- 6.2. The User warrants that it understands and accepts that the Tokens or any one of them:
- 6.2.1. is not a loan to any Group Entity;
 - 6.2.2. is not backed up or guaranteed in any way by Rainfin or any Group Entity;
 - 6.2.3. does not provide the User with any ownership or other interest in the Investment, other than as expressly provided for in the Rainfin Partnership Agreement;
 - 6.2.4. is not intended to be a currency or money (whether fiat or virtual or any form of electronic money), security, commodity, bond, debt instrument, unit in a collective investment scheme or any other kind of financial instrument or investment or a representation thereof;
 - 6.2.5. is not intended to represent any rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss;
 - 6.2.6. is not a commodity or asset that any Person is obliged to redeem (other than as provided herein) or purchase;
 - 6.2.7. is not any note, debenture, deposit warrant or other certificate that entitles the holder to interest, dividend or any kind of return from any Person (other than as expressly provided for herein);
 - 6.2.8. is not intended to be a security, commodity, financial derivative, commercial paper or negotiable instrument, or any other kind of financial instrument between the relevant holder and any other Person, nor is there any guarantee of a profit; and
 - 6.2.9. is not an offer or solicitation in relation to gaming, gambling, betting, lotteries and/or similar services and products.
- 6.3. Protections offered by applicable laws in relation to the purchase and offering of the aforementioned financial instruments and/or investments do not apply to the sale and purchase of Tokens and neither this Agreement nor the Token Documentation constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction.

- 6.4. The Tokens are not a consumer product and to the maximum extent permitted by law, its

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holders accept explicitly and agree that they are not covered by the consumer protection regulation of any jurisdiction.

- 6.5. The Tokens are not a deposit and shall in no way be construed as a deposit. Rainfin does not conduct any business of a bank and is not engaged in any banking activities. The Rainfin Partnership's operations do not encompass the functions or services typically associated with traditional banking institutions. It does not undertake activities such as accepting deposits, providing loans, offering financial intermediation, or engaging in regulatory activities that are characteristic of banks. Nothing in this Agreement shall imply or be construed as Rainfin conducting a business of a bank or engaging in any banking activities.

7. SCOPE OF TERMS

- 7.1. Unless otherwise stated herein, this Agreement (which for the avoidance of doubt includes the Schedules hereto) governs the User's purchase of Tokens and the continued holding thereof.
- 7.2. The User acknowledges that the Token Documentation may be updated by the Rainfin Partnership from time to time (including without limitation of changes to the token metrics or issuance/supply plans) depending on business requirements, and once published on the Website, the User shall be deemed to have read and accepted the contents of the updated Token Documentation.
- 7.3. Any potential future use of the Rainfin Network in connection with providing or receiving services in relation to the Tokens (when the same is successfully completed and deployed) will be governed solely by other documentation (collectively, the "**Rainfin Documentation**"), which will be made available upon request, and/or on the Website,. The Rainfin Partnership may add new terms or policies to the Rainfin Documentation at its sole and absolute discretion and may update each of the Rainfin Documentation from time to time according to modification procedures set forth therein. In the event of any conflict between this Agreement and the Rainfin Documentation, the Rainfin Documentation shall take precedence. It shall be the User's responsibility to regularly check the Website for any such notices or updates to the Rainfin Documentation.
- 7.4. The User understands and agrees that the Rainfin Partnership is under no obligation to amend and restate this Agreement in connection with any subsequent agreements granted by the Rainfin Partnership on different/alternative terms or to notify the User of any

different/alternative terms, including any that may be more favorable for certain investors in the Investment.

- 7.5. If it is found for any reason whatsoever these Terms are not capable of unilateral amendment, then such Terms as originally agreed shall be binding on the Parties and the purported updates shall not be binding on the Parties but it shall not invalidate the terms hereof.

8. **CANCELLATION; REFUSAL OF PURCHASE REQUESTS**

- 8.1. By purchasing the Tokens and utilising the Rainfin Network, the User acknowledges that it has, through its business contacts, actively sought out and made enquiries regarding the sale and purchase of the Token.
- 8.2. The User's purchase of the Token (if accepted by the relevant Group Entity) from the Group Entity is final, and the User has no right to refunds or cancellations, except as may be required by applicable laws or regulations or as provided herein; and the User waives any rights to be refunded any amounts which it has paid to the Rainfin Partnership in exchange for the Token or to cancel any purchase.
- 8.3. Notwithstanding the foregoing, the Rainfin Partnership and/or any Group Entity reserves the right to refuse or cancel, in whole or in part, any request(s) to purchase or purchases of the Token (as the case may be), or to delay the delivery schedule for the Token set forth therein, at any time in the its sole and absolute discretion (without giving reasons), including without limitation in connection with:
- 8.3.1. any failure to complete know-your-customer, anti-money laundering and counter terrorist financing checks prescribed by the Rainfin Partnership or such Group Entity from time to time;
 - 8.3.2. the User's breach of any other agreement/contract between the Parties;
 - 8.3.3. an adverse change of the regulatory or business environment.
- 8.4. For the avoidance of doubt, neither the Rainfin Partnership nor any Group Entity shall be required to notify the User of the outcome of any of the Rainfin Partnership's or any Group Entity's customer identification, due diligence or anti-money laundering due diligence checks, or in any case provide reasons for unsatisfactory results of checks. In the event that the Rainfin Partnership and/or any Group Entity refuses or cancels any request(s) to

purchase the Token (whether in whole or in part), the Purchase Price paid by the User shall be rejected or refunded (as applicable) in accordance with the Rainfin Partnership and/or any Group Entity's internal policies and procedures, which shall be less (i) amounts required to be confiscated by applicable laws, (ii) fees and expenses incurred in connection with the marketing and/or Bank Notes of the Tokens, and (iii) blockchain network fees and the Rainfin Partnership's and/or any Group Entity's administrative fees for processing such transfer. No interest will accrue on the value of any refund.

- 8.5. The Rainfin Partnership reserves the right to require the User to provide the Rainfin Partnership with the User's personal details (including without limitation full legal name, wallet address and details of the digital wallet from which the User has sent the payment or to which the Token will be delivered), and it is the User's responsibility to provide correct details. Failure to provide this information will prevent the Rainfin Partnership from allocating the Token to the User's Nominated Wallet.
- 8.6. At any time during the sale of the Investment Token, the Rainfin Partnership may either temporarily suspend or permanently abort the Investment Token sale at its sole discretion without providing any reasons whatsoever. During any period of suspension the Token will not be available for purchase.

9. CLAIM TOKEN AND EXPORTING AND IMPORTING

Exporting

- 9.1. In the event that the User wishes to move the value of the Investment Token over to an Alternative Network, the below Export Process shall be followed by the User:
 - 9.1.1. the User shall notify the Rainfin Partnership as to how many Investment Tokens it wishes to export to an alternative Network (the "**Stored Tokens**");
 - 9.1.2. the Stored Tokens shall be automatically locked in a pool on the Rainfin Network and the Claim Tokens shall be minted on the Alternative Network;
 - 9.1.3. the value shall continue to accrue on the Stored Tokens which are locked and stored on the Rainfin Network in accordance with these Terms;
 - 9.1.4. the terms of the Claim Token shall be governed by the terms and conditions of the relevant Alternative Exchange upon which it is located;

- 9.1.5. the terms of the Investment Token as contemplated herein shall remain unchanged and unaltered and shall be governed by the terms herein; and
- 9.1.6. the Claim Token Index is utilized to determine how many Investment Tokens are required to be deposited in the pool in order to acquire a Claim Token.

Importing

- 9.2. To the extent that the User intends to bring the value back from the Alternative Exchange back to the Rainfin Network, the following Import Process provisions shall apply:
 - 9.2.1. the User shall be required to transfer/send the Claim Tokens from the Alternative Network to an address nominated by the Alternative Network for this purpose alternatively to the Rainfin Network into a wallet nominated by the Rainfin Partnership for this purpose;
 - 9.2.2. the Claim Token shall be burnt on the Alternative Network or by the Rainfin Network and the value of the Stored Tokens will be unlocked on the Rainfin Network;
 - 9.2.3. such User shall not be able to unlock the Stored Tokens unless they have satisfied the Eligibility Criteria and the Rainfin Partnership has duly confirmed their acceptance as a User;
 - 9.2.4. the User by accessing the Rainfin Network and performing the Import Process contemplated herein shall be deemed to have accepted all the Terms set out herein;
 - 9.2.5. once the User has passed the Eligibility Criteria (or part thereof) in the sole discretion of the Rainfin Partnership, the Investment Tokens (equal in value to the Claim Token) shall be automatically credited to the Users Nominated Wallet;
 - 9.2.6. the Claim Token's value may increase, which increase shall mirror the appreciation of the Investment Token on the Rainfin Network;
 - 9.2.7. the pool holding the Claim Tokens shall accrue value and interest daily and is credited with such accumulated interest daily or at such intervals as the Rainfin Partnership may at its sole discretion determine; and
 - 9.2.8. the Claim Token Index is utilized to determine how many Investment Tokens will

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be unlocked and/or issued or burnt/destroyed (as the case may be) upon the redemption of a Claim Token as contemplated herein.

10. RETURN ON INVESTMENT AND ISSUE OF ADDITIONAL TOKENS

- 10.1. In consideration of the User's Investment, the User, from the date upon which that User purchased the Tokens from the Rainfin Network and became a Limited Partner hereunder (the "**Admission Date**") onwards, shall be entitled to receive an amount equal to the RoI as a return on its Investment.
- 10.2. The RoI shall be calculated on a monthly basis (with the first month's RoI being pro-rated depending on the Admission Date of that User in that given month) on the last day of every month. Within 5 (Five) Business Days after the last day of each month, the RoI shall be paid by the Rainfin Partnership to User by the Rainfin Partnership issuing to the User, the Additional Tokens.
- 10.3. The amount of Additional Tokens to be issued to that relevant User shall be calculated by taking the amount of the RoI and multiplying it by the Purchase Price and adjusting it to determine the amount payable per month .
- 10.4. Due to the nature of the Investment and the unpredictability of market conditions, each User hereby understands, acknowledges, and agrees that:
 - 10.4.1. the monthly RoI, or any amount thereof, for any relevant month, is not guaranteed;
 - 10.4.2. the Rainfin Partnership shall use its reasonable commercial efforts to maximize the RoI to the User;
 - 10.4.3. the Rainfin Partnership shall, in its sole discretion, be entitled to determine the RoI to be paid to the Users for each month; and
 - 10.4.4. the determination of, and the RoI paid by the Rainfin Partnership for any relevant month shall be final and binding on each User.

11. REDEMPTIONS

- 11.1. Whenever the Investment Tokens are redeemed as contemplated herein, all the Investment Tokens shall be redeemed by the Rainfin Partnership paying the Redemption Proceeds to the User into its Nominated Wallet, against surrender to the Rainfin

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Partnership of the Investment Tokens by the User which shall be duly burnt.

11.2. Subject to any law to the contrary, the User shall have 14-days following receipt of Redemption Proceeds to raise any issues relating to the monies paid by providing written notice to the Rainfin Partnership at the following email address [insert]. On expiration of the 14-day period, payment of the Redemption Proceeds shall constitute full and final settlement of the Rainfin Partnership and /or the Rainfin Partnership's obligations to such User in relation to the Investment Tokens, which are the subject of the redemption.

11.3. By accepting receipt of the Redemption Proceeds, the Users shall be deemed to waive any and all rights, claims against the Rainfin Rainfin Partnership for further payment in relation to the relevant Investment Tokens at the end of the 14-day period.

11.4. Redemption by the User on Liquidation

11.4.1. The User shall be entitled to require the Rainfin Rainfin Partnership to redeem the Investment Tokens in full or in part upon a Liquidation Event. Upon the occurrence of a Liquidation Event, the User shall be entitled to file a Redemption Notice upon the Rainfin Rainfin Partnership who shall be obligated (provided the Rainfin Rainfin Partnership agrees that a Liquidation Event has occurred) to redeem the Investment Tokens which are subject to the Redemption Notice, for the Voluntary Redemption Price.

11.4.2. The Voluntary Redemption Price shall only become due after the surrender of the Investment Token to the Rainfin Rainfin Partnership. The Voluntary Redemption Price shall be paid as soon as the Rainfin Rainfin Partnership is in a financial position to do so, and the Voluntary Redemption Price has been duly calculated.

11.5. Voluntary Redemption by the Rainfin Partnership

11.5.1. Provided the Rainfin Partnership or its nominee has sufficient funds to discharge the Redemption Price, the Rainfin Partnership shall, at any time after the issue of the Investment Tokens be entitled to redeem the Investment Tokens. This shall occur by the Rainfin Partnership requesting the Investment Tokens be returned to the Rainfin Partnership against the surrender of the Investment Tokens to the Rainfin Partnership or its nominee.

11.5.2. In the event that the Rainfin Rainfin Partnership or the Rainfin Partnership

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determines that the burning of the Investment Token and the payment of the Redemption Price is to be performed algorithmically via distribution smart contract(s) deployed on the relevant blockchain network, the User acknowledges that the exact burning date for the Investment Token will be pegged to the generation of selected blocks (and subsequent inclusion into the underlying blockchain network) as well as the payment of the Redemption Price.

- 11.5.3. Due to this technical aspect of the distribution smart contract(s), the exact block time for generation of the selected block is affected by the rate of block generation, which in turn is affected by the actual operations of the underlying blockchain network. As a result of these various dependencies, notwithstanding any of the other clauses herein, the payment of Redemption Price and the burning of the Investment Token is only construed as an estimated schedule of the time period or date therefore and it may occur on a subsequent date.

11.6. Redemption by a Limited Partner

- 11.6.1. On the date upon which the Limited Partner provides a Redemption Notice to the Partnership, the Limited Partner shall be required to surrender the Tokens to the Partnership against which surrender, the Partnership shall, on the Redemption Date, affect payment of the Redemption Price to the Limited Partner into the Limited Partner's Nominated Wallet.

- 11.6.2. To the extent that the Investment Token is not redeemed by the User on the Redemption Date, the Redemption Price shall be retained by the Rainfin Rainfin Partnership or its nominee until duly redeemed by the User. All interest or other income accruing thereon shall be utilised to defray any costs associated with having to retain the Redemption Price on behalf of the User any additional costs incurred in retaining these funds shall be payable by the User (if applicable) prior to the redemption being released, if applicable.

11.7. Compulsory Redemption

- 11.7.1. The Rainfin Rainfin Partnership may compulsorily redeem all of the Investment Tokens held by a User if –

- 11.7.1.1. the holding of such Investment Tokens may, in the sole discretion of the Rainfin Rainfin Partnership, result in regulatory, pecuniary, legal, taxation, material administrative, reputational or other harm or

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disadvantage to the Rainfin Rainfin Partnership or its Partners;
and/or

- 11.7.1.2. the Investment is no longer reasonably achievable due to unforeseen circumstances; and/or
- 11.7.1.3. any law is passed which renders it illegal or impracticable for the Rainfin Rainfin Partnership to continue its operations, and/or
- 11.7.1.4. the User is found to have engaged in fraudulent or malicious activities that jeopardize the integrity or security of the Rainfin Rainfin Partnership's operations; and/or
- 11.7.1.5. the User has breached any of the terms and conditions of this Agreement, and such breach has not been remedied within a specified period; and/or
- 11.7.1.6. the Rainfin Rainfin Partnership undergoes a significant structural change, such as a merger, acquisition, or dissolution, which affects its ability to manage or uphold the Investment Tokens; and/or
- 11.7.1.7. the User becomes insolvent, declares bankruptcy; and/or
- 11.7.1.8. there is a significant technological disruption or failure that makes it impossible for the Rainfin Rainfin Partnership to manage or distribute the Investment Tokens; and/or
- 11.7.1.9. the Rainfin Rainfin Partnership receives a directive or notice from a regulatory body or authority requiring the cessation of the Investment Tokens' distribution or management; and/or
- 11.7.1.10. the User's actions or associations bring disrepute or negative publicity to the Rainfin Rainfin Partnership, Rainfin or the Rainfin Partnership, affecting its reputation or business operations adversely; and/or
- 11.7.1.11. where the general partner of the Rainfin Rainfin Partnership and any management Rainfin Partnership employed by the Rainfin Rainfin Partnership has disposed of the Asset on the basis that the

Investment is no longer sustainable and it is in the interests of the Users to dispose of the Asset; and/or

11.7.1.12. the Rainfin Rainfin Partnership determines that continuing to allow the User to hold Investment Tokens poses a significant risk to the Rainfin Partnership's other investors or stakeholders; and/or

11.7.1.13. the Rainfin Rainfin Partnership needs to comply with new or updated international sanctions or embargoes or laws that restrict Bank Notes with certain individuals or entities; and/or

11.7.1.14. the User fails to provide necessary documentation or information required by the Rainfin Rainfin Partnership for compliance or due diligence purposes within a specified timeframe.

11.7.2. Investment Tokens will be compulsorily redeemed at the Redemption Date Price, following the issuance of a notice of compulsory redemption to the relevant Users and the provisions of clause 11.5.2 shall apply mutatis mutandis thereto.

11.8. Deduction from Redemption Proceeds

11.8.1. The User and any subsequent Users are obligated to effect payment of the Fees prescribed in Schedule 2. To the extent that for any reason whatsoever any of the Users have not affected payment of any of Fees during the life of the Investment Token, the Fees due and owing shall be deducted off the Redemption Proceeds.

11.8.2. These Fees shall be deducted from the Redemption Proceeds irrespective of whether they were due and owing by the previous User who held the Investment Token or the current User and it shall be the obligation of the User's to recover any Fees so deducted amongst themselves. The User hereby consents and authorizes the deduction of any such Fees in terms of this clause¹⁴.

11.8.3. The Rainfin Partnership undertakes to provide the User with any documentation or to provide such reasonable assistance as a User may require in order to recover such Fees from any previous User's against payment of reasonable costs incurred by the Rainfin Partnership in doing so.

11.9. Neither the Rainfin Partnership, nor the Rainfin, nor the RainFin Rainfin Partnership or any

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other Group Entity shall be liable as a primary debtor or guarantor or in any other way be responsible for the indebtedness or other obligations of the Bank under any Bank Note Terms. Accordingly, if a Bank breaches the Bank Note Terms and the the Rainfin Partnership is unable to collect the Bank Note Proceeds, no obligation will arise on the part of the Rainfin, nor the RainFin Partnerhsip or any other Group Entity to pay the User any Rdemption Proceeds, and the risk of loss and damages arising from the failure of the Bank to make payment remains solely with the User.

11.10. Limitations on Redemptions

11.10.1. The Rainfin Partnership shall not be required to make any redemptions pursuant to clause this clause 11:

11.11.1.1 if the amount to be distributed in redemptions is less than R10 in aggregate; or

11.11.1.2 if there is insufficient cash available therefor; or

11.11.1.3 if such redemption would or is reasonably likely to render the Rainfin Partnership insolvent; or

11.11.1.4 if such distribution, in the reasonable opinion of the General Partner, would or might leave the Rainfin Partnership with insufficient funds to meet any future Fees.

12. SECONDARY MARKET SALE OF INVESTMENT TOKENS AND ADDITIONAL CAPITAL RAISE

12.1. The User shall be entitled to dispose of the Investment Tokens to third parties (New Users). The Investment Tokens can be traded on any exchange provided that the Investment Token is sold subject to the Terms contained herein and that such New User shall automatically become a partner in the Rainfin Partnership and bound by the provisions of the Rainfin Partnership Agreement. The terms set out in this clause are embedded in the Investment Token smart contract and shall automatically bind the New User.

12.2. Neither the Rainfin Partnership nor the Rainfin Partnership provides any warranties in relation to the User's ability to readily trade or liquidate the Investment Token on the secondary market.

12.3. The User shall be entitled to trade the Investment Token from the date that it is issued to

the User until such time as it becomes mandatory to redeem the Investment Token in terms of clause 9 from which date any secondary trading is precluded.

13. **TAXES**

- 13.1. The Purchase Price that the User pays for the Token is exclusive of all applicable taxes (including without limitation obligations to pay value added, sales, use, offerings, withholding taxes, income or similar taxes).
- 13.2. The User is solely responsible for determining what, if any, taxes apply to the User in connection with its purchase and/or sale of the Token. It is also the User's sole responsibility to withhold, collect, report, pay, settle and/or remit the correct taxes to the appropriate tax authorities in such jurisdiction in which the User may be liable to tax. The Rainfin Partnership is not responsible for withholding, collecting, reporting, paying, settling and/or remitting any sales, offerings, use, value added, or similar tax arising from the User's purchase of the Token. Neither the Rainfin Partnership nor the Rainfin Partnership provides any tax advice and recommends that the User seek appropriate professional advice in this area if required

14. **FEES AND EXPENSES**

The total amount of fees payable in respect of this transaction is set out in Schedule 2.

15. **REGULATORY ASPECTS, ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**

- 15.1. The Rainfin Partnership is not licensed under the Collective Investment Schemes Control Act 45 of 2002 ("**CISCA**") nor recognised financial services providers as defined in the Financial Advisory and Intermediary Services Act 37 of 2002 ("**FAIS**"). These Terms and Conditions do not constitute a solicitation from any South Africa person in respect of which such solicitation would be prohibited nor does it constitute or relate to the provision of a financial service to a South African person.
- 15.2. The User acknowledges and agrees that there are risks associated with purchasing the Token, holding the Token, and using the Token on the Rainfin Network, as disclosed and explained in Schedule 1.
- 15.3. By the act of purchasing the Tokens, he user explicitly acknowledges, agrees to, accepts and assumes these potential risks and hereby indemnifies and holds the Rainfin Partnership harmless for any and all liability, any direct, indirect, or consequential loss or

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damage that may arise from the potential risks associated with the Tokens as set out hereunder or otherwise, whether or not caused by any negligence on the part of the Rainfin Partnership or its Affiliates or Agents.

16. SECURITY

The User bears the responsibility for implementing all reasonable and suitable measures to ensure the security of the wallet, vault, or any other storage method utilized for receiving and holding the Token purchased from the relevant Group Entity, being the Rainfin Partnership in the case of the Investment Token. This includes any necessary private key(s) or credentials required to access such storage method(s). In the event that these private key(s) or access credentials are misplaced, there is a risk of losing access to the Token.

No Group Entity (including the Rainfin Partnership) holds any accountability for security measures pertaining to the User's receipt, possession, storage, transfer or potential future utilisation of the Token. Additionally, the Rainfin Partnership is not obliged to recover any lost Tokens. The Rainfin Partnership and all the Group Entities hereby disclaims (to the maximum extent permissible under applicable laws) any and all liability for security breaches or other actions or oversights that result in the User's loss of the Token, including loss of access to it.

17. PERSONAL INFORMATION AND DATA PROTECTION

17.1. The Rainfin Partnership may determine, in its sole and absolute discretion, that it is necessary to obtain certain information about the User in order to comply with applicable laws or regulations in connection with the acquisition by the User of the Token. The User agrees to provide the Rainfin Partnership or its nominee with such information promptly upon request, and the User acknowledges and accepts that it may be unable to acquire the Token until it provides such requested information, that the Rainfin Partnership has subjectively determined is necessary to enable the User to acquire Token under applicable laws or regulations.

17.2. The User hereby consents to the Rainfin Partnership transferring the User's personal data to another Group Entity or third-party service provider for processing and to recipients in countries which may not provide the same level of data protection as the User's jurisdiction if necessary for the purposes described in Clause 17.1 above.

17.3. The Rainfin Partnership (and its Group Entities if appropriate) will collect, use, process and disclose the User's information and personal data for providing services and discharging of its legal duties and responsibilities, administration, customer services, crime (including

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tax evasion) prevention and detection, anti-money laundering, due diligence and verification of identity purposes (collectively, the “**Purpose**”). The Rainfin Partnership may disclose the User's information to any Group Entity, their service providers, agents, relevant custodians or similar third parties for these Purposes. The Rainfin Partnership may keep the User's information for such period as may be determined by the Rainfin Partnership (which shall be no shorter than any mandatory period prescribed by law).

- 17.4. If the User withdraws its consent to any or all use of its personal data, depending on the nature of the request, this may limit the scope of the Rainfin Partnership's services which the Rainfin Partnership is able to provide to the User. The User may withdraw its consent to any or all use of its personal data by contacting the Rainfin Partnership at Rainfinquota@Rainfin.ai (marking the email for the attention of Data Protection Officer). The Rainfin Partnership will endeavour to respond to the query / request within 30 calendar days, and if that is not possible, it will inform the User of the time by which the Rainfin Partnership will respond, but in any event the Rainfin Partnership shall respond within such time period as is required by applicable law.
- 17.5. The User hereby consents to the Rainfin Partnership disclosing any of the former's information held by the Rainfin Partnership to any governmental or regulatory authority where, in the Rainfin Partnership's opinion, its interests or the interests of a Group Entity require disclosure (including without limitation the submission of a report of suspicious transactions/activities to the relevant authorities). The User hereby agrees to hold the Rainfin Partnership and its Group Entities harmless in respect of any disclosure of information by the Rainfin Partnership in accordance with this Agreement. For the avoidance of any doubt, the Rainfin Partnership shall not be liable to the User or any other Person for any loss, damage or expense incurred directly or indirectly as a result of such disclosure unless such loss, damage or expense was caused by the Rainfin Partnership's fraud or gross negligence.

18. REPRESENTATIONS AND WARRANTIES

By purchasing the Token, the User represents and warrants to the Rainfin Partnership as follows:

- 18.1. The User has read and understood all the terms and conditions of this Agreement (including all Schedules), the Rainfin Documentation and the Token Documentation.
- 18.2. The User has received a copy of the current Token Documentation prepared in relation to the Token and has carefully read it. The User acknowledges and consents that the Token

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Documentation may change, and the User accepts the obligation to promptly read new versions of the Token Documentation, which will be made available via the Website. The User understands and agrees that any changes to the Token Documentation or the Website, including material changes that may affect the use of the Token, is not a breach of this Agreement and shall not result in any liability to the Rainfin Partnership hereunder.

- 18.3. If the User is an individual, based on applicable laws in the User's jurisdiction, the User is of sufficient legal age and capacity to purchase the Token, accept this Agreement and enter into a binding agreement with the Rainfin Partnership.
- 18.4. If the User is a legal Person, the User is duly organised, validly existing and in good standing under the laws of the User's domicile and each jurisdiction where the User conducts significant business or where its material assets are located.
- 18.5. The User understands that the Tokens only confer the rights set out in this Agreement and the Rainfin Partnership Agreement and confers no other rights of any form with respect to Rainfin or the Rainfin Partnership or any Group Entity, including, but not limited to, any voting rights, the right to participate in any manner in the investment, any meetings or any other financial or legal rights.
- 18.6. The User's purchase of the Token complies with all applicable laws and regulations in the User's jurisdiction, and the law and regulation of any jurisdiction to which the User may be subject, including, but not limited to: (i) legal capacity and any other threshold requirements for purchasing the Token, the entering into contracts with the Rainfin Partnership; (ii) any foreign exchange or regulatory restrictions applicable to such purchase; and (iii) any governmental or other consents that may need to be obtained.
- 18.7. The User's purchase of the Token shall be made in full compliance with any applicable tax obligations to which the User may be subject in any relevant jurisdiction. The User understands that it bears the sole responsibility to determine if its usage of the Rainfin Network, the delivery of any digital assets to the User, the ownership or use of the Token, the potential appreciation or depreciation in the value of the Token over time, the sale and purchase of the Token and/or any other action or Bank Notes related to Rainfin or the Rainfin Partnership or have tax implications (including determining what taxes may apply to the acquisition, possession, storage, sale or other use of the Token including, for example, sales, use, value-added and similar taxes and for complying with any obligations to withhold, collect, report and remit the correct taxes to the appropriate tax authorities in relation to its acquisition, possession, storage, sale or other use of the Token); by holding

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or using the Token, and to the extent permitted by law, the User agrees not to hold the Rainfin Partnership or any Group Entity liable for its tax liability associated with or arising from the ownership or use of the Token or the User's other actions related to the usage of the Rainfin Network.

- 18.8. The User is a highly sophisticated and experienced party that acknowledges and understands that (i) the Group Entities may possess material information regarding Rainfin and the Token that is not publicly available and has not been made available to the User, which information may impact the value of the Token or the use on the Rainfin Network and that the Rainfin Partnership is not disclosing such information to the User, (ii) due to legal uncertainty, the Token may be deemed to be securities or financial instruments under applicable laws. Notwithstanding any disparity in information or legal uncertainty, the User has agreed to enter into this Agreement and consummate the agreement hereunder and hereby agrees not to bring any claim against the Rainfin , the Rainfin Partnership or any Group Entity in respect thereof and, as a sophisticated party with extensive experience in token purchase and , hereby waives any claims or causes of action in respect thereof.
- 18.9. The User acknowledges that it has been advised by the Rainfin Partnership to obtain independent legal, financial and tax advice with respect to entering into this Agreement, that it has obtained such independent legal advice or has dispensed with the need to take such advice, and that it is entering into this Agreement with full knowledge of the contents hereof of its own free will and with full capacity and authority to do so.
- 18.10. The User is not a citizen, resident (tax or otherwise), domiciliary and/or other similar certificate of residency of a country (i) where holding cryptographic tokens, trading tokens, or participating in token sales, whether as a purchaser or a company, is prohibited, restricted or unauthorised by applicable law, decree, regulation, treaty, or administrative act, or (ii) where it is likely that the sale of the Token would be construed as the sale of a security (howsoever named), financial service or investment product (including without limitation the United States of America, Canada and the People's Republic of China (each a Restricted Territory)), nor is the User purchasing the Token from any Restricted Territory, nor is the User an entity (including but not limited to any corporation or partnership) incorporated, established or registered in or under the laws of a Restricted Territory, nor is the User purchasing the Token on behalf of any person or entity from a Restricted Territory.
- 18.11. The User is not a citizen or resident of a geographic area in which access to or participation on the Rainfin Network is prohibited by applicable laws, decrees, regulations, treaties, or administrative acts.

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- 18.12. The funds used to purchase the Token are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing and all applicable statutes of all jurisdictions in which the Rainfin Partnership or the User are located, resident, organised or operating, and/or to which it may otherwise be subject and the rules and regulations thereunder (collectively, the “**Compliance Regulations**”), and the User will not use the Token to finance, engage in, or otherwise support any unlawful activities or in a manner which aids or facilitates another party in the same. To the extent required by applicable laws and regulations, the User shall fully comply with all Compliance Regulations and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving it or any of its Affiliates with respect to the Compliance Regulations is pending or, to the best of its knowledge (after due and careful enquiry), threatened.
- 18.13. All funds used to purchase the Token/s will be contributed in the User's name, from a digital wallet beneficially owned by the User that is neither connected to nor located in a Non-Cooperative Jurisdiction.
- 18.14. Neither the User, nor any person who Controls the User, or, to the knowledge of the User, any person for whom the User is acting as an agent or nominee or any beneficial owner of the User, as applicable:
- 18.14.1. appears on the List of Specially Designated Nationals and Blocked Persons maintained by OFAC or List of Sanctions maintained by the EU from time to time or any other list of sanctioned persons including the Table of Denial Orders, the Entity List, Specially Designated Nationals and Blocked Persons or the Foreign Sanctions Evaders List maintained by OFAC; or
 - 18.14.2. resides in or whose subscription funds are transferred from or through an account in a Non-Cooperative Jurisdiction; or (iv) is a Prohibited Person. If the User's country of residence or other circumstances change such that the above representations are no longer accurate, the User will immediately notify the Rainfin Partnership.
- 18.15. The User understands that it must bear the economic risk of its purchase of the Token. The User understands that to the extent the Token is deemed to be a security under the laws of any jurisdiction in which the Token is to be traded or the subject of transfers, such trades or transfers of the Token may be restricted by such laws, and that no market exists or is expected to develop for the Token.

- 18.16. The User shall not sell or transfer or agree to sell to transfer any undelivered Tokens or rights to receive undelivered Tokens.
- 18.17. The User agrees that if its country of residence or other circumstances change such that the above representations are no longer accurate, that the User will immediately cease using the Rainfin Network.
- 18.18. The User acknowledges and undertakes that it shall provide the Rainfin Partnership and to the extent required, the Rainfin Partnership with such information as the other one of them may deem necessary or appropriate in order to maintain compliance with all applicable laws including:
- 18.18.1. compliance with the representations set out in this Clause 18 and
- 18.18.2. to address any inquiries that the Rainfin Partnership or the Rainfin Rainfin Partnership may expect from regulatory authorities, courts or arbitral authorities in any jurisdiction.
- 18.19. Each of the User and the Rainfin Partnership hereby represents, warrants and covenants to the other one of them, subject to the limitations contained herein, as follows:
- 18.19.1. it has all requisite power and authority to execute and deliver this Agreement and to carry out and perform its obligations under this Agreement; and
- 18.19.2. this Agreement will constitute its legal, valid and binding obligations under the governing law of this Agreement, enforceable against it in accordance with its terms, save that such enforceability may be limited by applicable liquidation, insolvency, reorganisation, moratorium and similar laws of general application relating to or affecting creditors' rights generally and by equitable principles (regardless of whether enforcement is sought in a proceeding in equity or at law).
- 18.20. The User hereby acknowledges that the Rainfin Partnership has entered into this Agreement in reliance upon the User's representations and warranties being true, accurate, complete and non-misleading. Save as provided in clauses 18.19.1 and 18.19.2 the Rainfin Partnership makes no warranties or representations, express or implied, and provides no guarantees (in each case whether express or implied) other than as expressly set out in these terms and conditions. The User, in making the decision to purchase the Token, has relied upon its independent investigation of , the Investment, the Rainfin Partnership and Rainfin, and has not relied upon any oral or written information, warranties,

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representations or assurances from any person (including without limitation any affiliate of the Rainfin Partnership) other than as expressly set forth in this Agreement.

18.21. The User hereby acknowledges and agrees that the Rainfin Partnership may have to procure an amendment to the functionality of the Token at any time in order to facilitate compliance with any legal or regulatory issues which may arise or shall be anticipated, including the following:

18.21.1. any potential action that the Rainfin Partnership (in their sole reasonable discretion) expects to be taken, by a court or regulatory authority in any jurisdiction in relation to the use of the Token and all related matters; and

18.21.2. any additional legal or regulatory risk mitigation in respect of the functionality of the Token that the Rainfin Partnership decides to undertake at any time.

19. **DISCLAIMERS**

19.1. To the fullest extent permitted by applicable laws and except as otherwise specified in writing by the Rainfin Partnership, (a) the Token is sold on an "as is" and "as available" basis, without any warranties or representations of any kind, and the Rainfin Partnership expressly disclaims all implied warranties as to the Token, including, without limitation, implied warranties of merchantability, usage, suitability or fitness for a particular purpose, title, and non-infringement, or as to the workmanship or technical coding thereof, or the absence of any defects therein, whether latent or patent; (b) the Rainfin Partnership cannot and does not represent or warrant that the Token is reliable, current, error-free, complete, safe, hack proof, meets the User's expectations or requirements, or that defects in the Token will be corrected; and (c) the Rainfin Partnership cannot and does not represent or warrant that the Token or the delivery mechanism for the Token is free of security vulnerabilities, viruses, errors, failures, bugs or economic loopholes which may be exploited by third parties, or other harmful components.

19.2. The Rainfin Partnership provides no warranties of whatsoever nature in relation to the Investment. The information provided in the Token Documentation is not intended to be, and should not be construed as, investment advice, financial advice, legal advice, or any other form of advice. The Rainfin Partnership is not a licensed financial advisor or investment professional, and the information provided should not be relied upon for making investment decisions. All decisions related to investment should be made after considering personal circumstances, conducting appropriate due diligence, and seeking advice from

qualified financial advisors.

- 19.3. The Rainfin Partnership provides no warranties that the platform and Rainfin Network shall be free of technical vulnerabilities, cyberattacks, network congestion, or hacking.
- 19.4. The Rainfin Partnership makes no representations or warranties of any kind, whether express or implied, with respect to the accuracy, completeness, or suitability of the information provided in the Token Documentation. The Rainfin Partnership disclaims any liability for any errors, omissions, or inaccuracies in the information contained in the Token Documentation to the fullest extent permitted by law.

20. **LIMITATION OF LIABILITY**

- 20.1. To the fullest extent permitted by applicable laws: (i) in no event will Rainfin or the Rainfin Partnership be liable for any indirect, special, incidental, consequential, or exemplary loss 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 Token or otherwise related to this Agreement, regardless of the cause 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 basis (even if Rainfin or the Rainfin Partnership has been advised of the possibility of such losses and regardless of whether such losses were foreseeable); and (ii) in no event will the aggregate liability of the Rainfin Partnership and/or Rainfin for direct loss, whether in contract, tort (including negligence, whether active, passive or imputed), or other legal or equitable basis, arising out of or relating to this Agreement or the use of or inability to use the Token, exceed the lesser of ZAR25,000 (twenty five thousand Rands) or the Purchase Price.
- 20.2. The User acknowledges and agrees that this clause 20 reflects a reasonable allocation of risk and that the Rainfin Partnership would not have entered into this Agreement without these liability limitations.
- 20.3. The limitations set forth in this clause 20 will not limit or exclude liability for the fraud or intentional, willful misconduct of the Rainfin and/or the Rainfin Partnership.
- 20.4. To the fullest extent permitted by applicable laws, Rainfin and/or the Rainfin Partnership shall not be liable in any way or in any event in respect of any claim under this Agreement if such claim was not made in the period commencing from the date on which the claim arose and a date falling six (6) months after such date (such period being the **Claim**

Period). Any claim which has been made before the expiry of the Claim Period shall, if it

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has not been previously satisfied in full, settled or withdrawn, be deemed to have been withdrawn and shall become fully barred and unenforceable on the expiry of the period of six (6) months commencing from the date on which such claim was made, unless proceedings in respect thereof shall have been commenced against Rainfin and/or the Rainfin Partnership (and for this purpose proceedings shall not be deemed to have been commenced unless they shall have been issued and served upon Rainfin and/or the Rainfin Partnership).

- 20.5. For the avoidance of doubt, nothing in this Agreement shall limit the User's obligation (at law or otherwise) to mitigate its loss in respect of any claim under this Agreement, and the User shall not be entitled to recover damages in respect of any claim (as the case may be) if, and to the extent that, the User has already recovered damages in respect of the same fact or subject matter.

21. **CONFLICTS OF INTERESTS**

Users attention is drawn to the potential for conflicts of interest including the following -

- 21.1. Rainfin, the Rainfin Partnership, the General Partner and the other service providers (to be appointed) and their respective holding companies, holding companies' shareholders, any subsidiaries of their holding companies and any of their directors, officers, employees, agents and affiliates (collectively the "**Interested Parties**") may be involved in other financial, investment or other professional activities which may on occasion cause conflicts of interest with the Rainfin Partnership. These include management of other investments, and management advisory services, brokerage services, custody services and serving as directors, officers, advisors, or agents of other funds or other companies which may have different interests to the Rainfin Partnership.
- 21.2. The directors/principals of the abovementioned entities and the other service providers (to be appointed) may be affiliates of other service providers to the Rainfin Partnership. A director of the General Partner of the Rainfin Partnership will have due regard to the fiduciary obligations to the Rainfin Partnership and in particular their obligations to act in the best interests of the Rainfin Partnership.

22. **DISPUTE RESOLUTION; ARBITRATION**

- 22.1. If a dispute arises in respect of this Agreement (including a dispute about the validity or enforceability of the Agreement) then that dispute shall, on written demand by any Party, be submitted to arbitration in Johannesburg (which shall be the seat of the arbitration).

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- 22.2. The Parties shall be responsible for the administration of the arbitration and the arbitration shall be conducted in accordance with the AFSA Rules for Commercial Arbitration (as last applied by AFSA) before an arbitrator appointed by agreement between the Parties to the dispute or failing agreement within seven business days of the demand for arbitration, then any Party to the dispute shall be entitled to forthwith call upon the chairperson of the Johannesburg Bar Council to nominate the arbitrator, provided that the person so nominated shall be an advocate of not less than ten years standing as such or a retired Judge of the South African bench. The person so nominated shall be the duly appointed arbitrator in respect of the dispute. If the attorneys of the Parties to the dispute fail to agree on any matter relating to the administration of the arbitration, such matter shall be referred to and decided by the arbitrator whose decision shall be final and binding on the Parties to the dispute.
- 22.3. No Party to the arbitration may appeal the decision of the arbitrator or arbitrators in terms of the AFSA Rules for Commercial Arbitration.
- 22.4. Nothing herein contained shall be deemed to prevent or prohibit a Party to the arbitration from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim.
- 22.5. Any arbitration in terms of this clause 22 shall be conducted in camera and the Parties shall treat as confidential details of the dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.
- 22.6. This clause 22 will continue to be binding on the Parties notwithstanding any termination or cancellation of the Agreement.
- 22.7. The Parties agree that a written demand in terms of this clause to submit a dispute to arbitration shall be a legal process for the purpose of interrupting prescription in terms of the Prescription Act 68 of 1969.

23. **GOVERNING LAW AND JURISDICTION**

- 23.1. This Agreement will in all respects be governed by and construed under and in accordance with the laws of South Africa.
- 23.2. Subject to clause 22.1, the Parties hereby consent and submit to the non-exclusive jurisdiction of the High Court of South Africa (Gauteng Local Division, Johannesburg) in any dispute arising from or in connection with this Agreement.

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24. NOTICES AND COMMUNICATIONS.

24.1. Interpretation

24.1.1. In this clause 24.1.1:

24.1.1.1. business day means any day on which commercial banks are open for general business in the country in or to which the notice is delivered or sent; and

24.1.1.2. any reference to a time is to the local time in the place at or to which the notice is delivered or sent.

24.2. Notices

24.2.1. The Parties select, the purposes of giving or sending any notice, the said physical addresses as well as the following email addresses:

24.2.1.1. in the case of the Rainfin Partnership to:

[insert]

24.2.1.2. in the case of the User to: as provided by the User when the User registers on the Rainfin Network

provided that a Party may change its address for the purposes of notices to any other physical address or email address by written notice to the other Parties. Such change of address will be effective five business days after receipt of the notice of the change.

24.3. Form of Notice

Any notice or other communication to be given or made to a party under or in connection with this Agreement shall be in English and in writing.

24.4. Method of giving Notice

Any notice shall be sent to the relevant Party at the physical or email address and for the attention of the person specified in clause 24.2. Service or delivery of a notice must be effected:

24.4.1. personally, by hand delivery or by courier (using an internationally recognised courier Rainfin Partnership); or by email.

24.5. Deemed service or delivery

Any notice which has been served or delivered in accordance with clause 24.2 shall be deemed to have been served or delivered:

24.5.1. if served or delivered personally, by hand or by courier, at the time of service or delivery at the relevant address; or if sent by email, at the time the email is sent, provided that if any notice would be deemed to have been served or delivered after 5:00pm (SAST) on a business day and before 9:00am (SAST) on the next business day, such notice shall be deemed to have been served or delivered at 9:00am (SAST) on the second of such business days.

24.6. Proof of service or delivery

In proving service or delivery of a notice, it shall be sufficient to prove:

24.6.1. that the envelope containing the notice was properly addressed and that service or delivery personally, by hand or by courier, was made to such address; or

24.6.2. in the case of email, that the email was properly addressed and sent to the email address of the recipient for the purposes of clause 24.2.

24.7. Notices actually received

Notwithstanding the above, any notice given in writing, and actually received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause 24.

25. **INTELLECTUAL PROPERTY**

The Rainfin Partnership (or the relevant Group Entity, as the case may be) retains all rights, title and interest in all of the Rainfin Partnership's (or the relevant Group Entity's, as the case may be) Intellectual Property in connection with the Token and any element of Rainfin. The User may not use any of the Rainfin Partnership's (or any Group Entity's) Intellectual Property for any reason.

26. **PUBLICITY**

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Notwithstanding any of the terms herein, the User hereby grants a perpetual, irrevocable, non-assignable, non-exclusive, worldwide and royalty-free license to each Group Entity to publicise or otherwise disclose the User's name, profile, logo or credentials in all marketing and communication materials or social media relating to the sale of the Token.

27. SEVERABILITY

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable laws, but if any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect under any law of any jurisdiction, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable; if such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision pursuant to this clause 27 shall not affect or impair the validity and enforceability of the rest of this Agreement, nor the validity and enforceability of such provision or part-provision under the law of any other jurisdiction.

28. TERMINATION

28.1. This Agreement shall terminate on the Completion Date. Despite termination, nothing in this clause 28 shall release any Party from (a) liability for breaches of this Agreement which occurred prior to its termination or (b) rights accrued under this Agreement. Without prejudice to the generality of the foregoing, if the Purchase Price is not received by the agreed time as set out in clause 2.5 in the designated wallet address, this Agreement shall be automatically terminated unless the Rainfin Partnership indicates otherwise in writing. The User shall not be entitled to cancel this Agreement and their recourse shall be limited to a claim of specific performance and/or damages as the case may be.

28.2. Upon termination of this Agreement:

28.2.1. all of the User's rights under this Agreement immediately terminate;

28.2.2. the User shall not be entitled to any refund of any amount paid whatsoever, save in the case where this Agreement is terminated by the Rainfin Partnership without any breach by the User of (i) this Agreement or (ii) any other agreement/contract between the Parties; and

28.2.3. Clauses 3, 6, , 13.2 - 39 and Schedule 2, will continue to survive and apply in accordance with their terms to the User in respect of the holding or use of any

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the Token, together with any of the User's obligations, or required performance of the User under this Agreement which, by its express terms or nature and context is intended to survive expiry or termination of this Agreement.

29. CONFIDENTIALITY

- 29.1. The User shall hold, and shall cause its Affiliates, officers, directors, employees, accountants, counsel, consultants, advisors and agents to hold, in confidence, unless compelled to disclose by judicial or administrative process, other requirements of law or other governmental body or stock exchange, all Confidential Information, documents, information and correspondence concerning the Token or any Group Entity furnished to the User or its Affiliates in connection with this Agreement.
- 29.2. The User may disclose Confidential Information to its officers, directors, employees, accountants, or professional advisors in connection with this Agreement so long as such Persons are informed by the User of the confidential nature of such information and are directed by the User to treat such information confidentially. The User shall be responsible for any failure to treat such information confidentially by such Persons.
- 29.3. The confidentiality obligations in this Clause 29 do not apply to information that:
- 29.3.1. is publicly available or becomes publicly available through no action or fault of the recipient party;
 - 29.3.2. was already in the recipient party's possession or known to the recipient party prior to being disclosed or provided to the recipient party by or on behalf of the other party, provided, that, the source of such information or material was not bound by a contractual, legal or fiduciary obligation of confidentiality to the non-disclosing party or any other party with respect thereto;
 - 29.3.3. was or is obtained by the recipient party from a third party, provided, that, such third party was not bound by a contractual, legal or fiduciary obligation of confidentiality to the non-disclosing party or any other party with respect to such information or material; or
 - 29.3.4. is independently developed by the recipient party without reference to Confidential Information.
- 29.4. If this Agreement is terminated, the User shall, and shall cause its Affiliates, officers,

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directors, employees, accountants, counsel, consultants, advisors and agents to, destroy or deliver at their own cost to the Rainfin Partnership, upon request, all documents and other materials, and all copies thereof, obtained by the User or its Affiliates in connection with this Agreement that are subject to such confidence; provided, however, that no such destruction shall be required to the extent that such documents and other materials are retained pursuant to regulatory obligations or routine computer system backup procedures.

- 29.5. The obligations of each Party under this Clause 29 will survive the termination of this Agreement, and the termination and dissolution or liquidation of the Rainfin Partnership and/or it ceasing to be a party to this Agreement.

30. **ASSIGNMENT AND NOVATION**

- 30.1. Notwithstanding anything contained herein, this Agreement and the rights and/or obligations contained herein may be assigned and/or novated without the User's consent by the Rainfin Partnership to any Affiliate of the Rainfin Partnership, or any third party. The User hereby gives express upfront consent to any such assignment or novation by the Rainfin Partnership of this Agreement, and agrees to execute all documents and/or take all steps required by the Rainfin Partnership in order to give effect to this Clause 30.
- 30.2. The User shall not, save as expressly set out herein, be entitled to cede, assign, or novate its rights and obligations under this Agreement without the Rainfin Partnership's consent.
- 30.3. Subject to the restriction provided herein, this Agreement shall bind and inure to the benefit of such successors and assigns.

31. **KNOW YOUR CUSTOMER AND ANTI-MONEY LAUNDERING**

- 31.1. The Rainfin Partnership reserves the right to conduct "Know Your Customer" and "Anti-Money Laundering" checks on the User if deemed necessary by the Rainfin Partnership where such checks become required or desirable under applicable laws in any jurisdiction and conduct periodic updates of such checks as well as perform monitoring/screening on the User.
- 31.2. All payments by the User under this Agreement shall be made only in the User's name, from a digital wallet not owned or controlled by a Prohibited Person, not located in a Non-Cooperative Jurisdiction, and is not a "foreign shell bank" within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 et seq.), as amended, and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be

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amended from time to time.

32. **FURTHER ASSURANCE**

Each Party shall take commercially reasonable efforts to do and execute or procure to be done and executed all such further acts, deeds, things and documents as may be necessary to give effect to the terms of this Agreement, and (so far as it is able) to provide such assistance as the other Party may reasonably request to give effect to the spirit and intent of this Agreement.

33. **THIRD PARTY RIGHTS**

33.1. Except as otherwise provided in herein, this Agreement is intended solely for the benefit of the User and the Rainfin Partnership and is not intended to confer third-party beneficiary rights upon any other person or entity.

33.2. Save for the Rainfin Partnership and any Group Entity who shall be entitled to enforce or enjoy the benefit of the terms of this Agreement, a person who is not a party under this Agreement has no right under the laws of any applicable jurisdiction to enforce or to enjoy the benefit of any term of this Agreement.

33.3. It is recorded that certain provisions in this Agreement constitute a stipulatio alteri in favour of Rainfin or any of the Group Entities, which are capable of acceptance by such parties at anytime, with or without notice to the User's and/or the remaining Parties hereto.

34. **EXECUTION**

This Agreement may be executed electronically by the Rainfin Partnership. This Agreement shall not be required to be signed by the User and by the purchase of the Tokens, the User is deemed to accept all the terms and provision herein and to be bound by such terms.

35. **COSTS**

Each Party shall pay its own costs, charges and expenses incurred by it in connection with the preparation, negotiation, execution and performance of this Agreement.

36. **NON-WAIVER**

A failure or delay to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision. Any such waiver must be in writing by the Party waiving such right.

37. **ENTIRE AGREEMENT**

This Agreement (including the Schedules hereto and any documents and materials incorporated by reference) constitute the entire agreement between the Parties relating to the User's purchase of the Token from the Rainfin Partnership (including any smart contract(s), if any, related to the distribution of the Token) and supersedes all prior or contemporaneous agreements and understandings (including the website or any other marketing material), both written and oral, between the Parties.

38. **ELECTRONIC CONSENTS**

The User agrees to be bound by any affirmation, assent or agreement that the User transmits to the Rainfin Partnership, Rainfin or any Group Entity by computer or other electronic device, including internet, telephonic and wireless devices, including, but not limited to, any consent or electronic signature the User gives to receive communications from the Rainfin Partnership, Rainfin or any Group Entity solely through electronic transmission (including without limitation, DocuSign). The User agrees that when it clicks on or accepts an "I Agree", "I Consent", "Signature", "Sign here" or other similarly worded button or entry field with his, her or its mouse, keystroke or other device, such agreement or consent will be legally binding and enforceable against the User and will be the legal equivalent of its handwritten signature on an agreement that is printed on paper. The User agrees that the Rainfin Partnership, Rainfin or any Group Entity may send the User electronic copies of any and all communications associated with its purchase of the Token.

39. **MISCELLANEOUS**

- 39.1. The Rainfin Partnership may from time to time make modifications to this Agreement (at its sole discretion) which do not materially and adversely affect the rights of the User, which modifications will be effective immediately upon the Rainfin Partnership's notification to the User.
- 39.2. The Rainfin Partnership will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Rainfin Partnership's reasonable control.
- 39.3. Purchasing the Token from the Rainfin Partnership does not create any form of joint venture or any other similar relationship between the User and the Rainfin Partnership, nor cause the Parties to be deemed acting in concert in any respect. The User agrees and acknowledges that all agreements, notices, disclosures, and other communications that the Rainfin Partnership provides to the User, including this Agreement, will be provided in electronic form.

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Directors: S.P. Emery, W.J. van der Merwe RainFin (RF) (Pty) Ltd is an Authorised Financial Services Provider (45756) Company
Registration Number: 2008/029213/07

40. **USER**

Signature - SIGNED for and on behalf of [NAME OF USER]

Name:

Designation:

Notice details

Address:

Email:

SCHEDULE 1

Certain Risks Relating to Purchase, Sale and Use of the Token

IMPORTANT NOTE: AS NOTED ELSEWHERE IN THIS AGREEMENT, THE TOKEN IS NOT BEING STRUCTURED OR SOLD AS SECURITIES OR ANY OTHER FORM OF INVESTMENT PRODUCT. ACCORDINGLY, NONE OF THE INFORMATION PRESENTED IN THIS SCHEDULE 1 IS INTENDED TO FORM THE BASIS FOR ANY INVESTMENT DECISION, AND NO SPECIFIC RECOMMENDATIONS ARE MADE OR INTENDED TO BE MADE BY ANY OF THE TOKEN DOCUMENTATION OR THIS AGREEMENT.

By purchasing, holding and using the Token, the User expressly acknowledges that it understands and assumes a variety of risks (including without limitation the following risks):

1. Risk of Changes in Functionality

The Token does not have any rights, uses, purpose, attributes, functionalities or features, express or implied, except for those which are specifically described in this Agreement and the Token Documentation, and which may subject to the terms hereof change from time to time.

2. The Investment Token is Non-refundable

The Rainfin Partnership is not obliged to provide the Token Holders with a refund related to the Token for any reason, and the Token Holders acknowledge and agree that they will not receive money or other compensation in lieu of a refund. No promises of future performance or price are or will be made in respect to the Token, including no promise of inherent value, no promise of continuing payments, and no guarantee that the Token will hold any particular value. Therefore, the recovery of spent resources may be impossible or may be subject to foreign laws or regulations, which may not be the same as the laws in the jurisdiction of the Token.

3. Risk of Blockchain Level Attacks

As with other decentralised cryptographic tokens based on blockchain technology, the Token is susceptible to attacks which may include attacks by nodes or validators responsible for validating/confirming the Token Bank Notes on the relevant blockchain, including, but not limited, to double-spend attacks, majority mining power attacks, selfish-mining attacks etc. Any successful attacks present a risk to the Rainfin Network, Rainfin and the Token, including, but not limited to, accurate execution and recording of Bank Notes involving the Token.

4. **Risk of Hacking and Security Weaknesses**

Hackers or other malicious groups or organisations may attempt to interfere with the Rainfin Network, Rainfin or the Token in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, spoofing etc.

5. **Risks Associated with Uncertain Regulations and Enforcement Actions**

The regulatory status of the Token and distributed ledger technology is unclear or unsettled in many jurisdictions, but numerous regulatory authorities across jurisdictions have been outspoken about considering the implementation of regulatory regimes which govern digital asset markets. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the Rainfin Network, Rainfin and the Token. 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 Rainfin and the Token. Regulatory actions could negatively impact the Rainfin Network, Rainfin, the Rainfin Partnership and the Token in various ways. Any Group Entity may cease operations in a jurisdiction, or even abandon certain features of the project, in the event that regulatory actions, or changes to applicable 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. Laws, regulations, or government policies could impact the legality, issuance, use, and transfer of the Token.

6. **Risks Arising from Taxation**

The tax characterisation of the Token and this Agreement is uncertain. It is possible that the Rainfin Partnership and/or the Rainfin Partnership's intended treatment of the Token and this Agreement may be challenged, so that the tax consequences to the User and the Rainfin Partnership and/or the Rainfin Partnership relating to the Token and this Agreement could differ from those described above. The User must seek its own tax advice in connection with purchasing, holding and utilising the Token, which may result in adverse tax consequences to the User, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes and similar taxes, levies, duties or other charges and tax reporting requirements.

7. **Risks Related to Corporate Structure**

The legal structure for the Group Entity is bespoke and there is no generally accepted standard or structure for similar projects in the distributed ledger technology space. The legal structure which includes the Group Entity legal structure as well as the Investment structure of an *En Commandite*

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Rainfin Partnership which is constituted by the Users has been designed to address certain specific legal risks, and attempt to decentralise the management and control, as well as economic risks and benefits relating to the Rainfin Partnership, Rainfin and the Token; but there is no legal precedent for whether these structures are effective, and it is difficult to predict the position that regulators may adopt. The legal structure and contractual arrangements may not be effective in decentralising management and control, thereby adversely affecting the value of the Token. There is also a risk that the regulator shut down the Platform which may adversely affect the Token and the ability to redeem the Token in accordance with the terms hereof.

8. **Risks Involving Cloud Storage**

As Rainfin may provide or utilise a decentralised cloud storage service for Users and applications, therefore the services are susceptible to a number of risks related to the storage of data in the cloud. The Rainfin Network may involve the storage of large amounts of sensitive and/or proprietary information, which may be compromised in the event of a cyberattack or other malicious activity. Similarly, the Rainfin Network may be interrupted, and files may become temporarily unavailable in the event of such an attack or malicious activity. Because Users can utilise a variety of hardware and software that may interface with Rainfin, there is the risk that the services may become unavailable or interrupted based on a failure of interoperability or an inability to integrate these third-party systems and devices that the Group Entities do not control. The risk that the Rainfin Network may face increasing interruptions and Rainfin may face additional security vulnerabilities could adversely affect Rainfin and therefore the Token held by the User.

9. **Risks Associated with a lack of Markets for the Token**

There is no prior market for the Token and the sale of the Token may not result in an active or liquid market for the Token. No one is obliged to purchase any the Token from any holder of the Token, nor does anyone guarantee the liquidity or market price of the Token to any extent at any time. Furthermore, the Token may not be resold to a purchaser who is a citizen, national, resident (tax or otherwise), domiciliary of a Restricted Territory or to purchasers where the purchase of the Token may be in violation of applicable laws. Accordingly, the Rainfin Partnership cannot ensure that there will be any demand or market for the Token, or that the Purchase Price paid for the Token is indicative of any market valuation or market price for the Token.

Even if secondary trading of the Token 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 the Token (e.g. as denominated in a digital or fiat currency), such value may be extremely

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volatile, and decline below the Purchase Price which the User had paid for the Token, and/or diminish to zero.

10. **No Financial Advice**

These Terms do not constitute financial, legal, or investment advice. The material presented herein is not intended to be relied upon as the basis for making any investment decisions and is not to be construed as a solicitation or an offer to buy or sell any tokens, cryptocurrencies, securities, or other financial instruments. Rainfin is not a licensed financial advisor or investment professional, and the information provided herein should not be relied upon for making investment decisions.

11. **High Risk**

Any investment in Tokens or related projects involves a high degree of risk and as such potential investors should carefully consider their own financial situation and risk tolerance before making any investment decisions. It is important to conduct thorough research and seek legal and financial advice from qualified professionals before engaging in any investment activity.

12. **General Investment Risk**

No person should consider acquiring more Tokens than he can comfortably afford to lose. Investment in Tokens is speculative in nature and suitable only for sophisticated investors who are aware of the risks involved. Prospective investors who would like more details about any risk factor should contact a qualified financial manager.

Token prices and investments generally may vary in prices and may be influenced by, among other factors -

1. changing supply and demand relationships;
2. domestic and foreign policies of governments, particularly policies to do with trade or with fiscal and monetary matters;
3. political events, particularly elections and those events that may lead to a change in government;
4. the outbreak of hostilities;
5. adoption of blockchain technology and tokens; and

6. economic Bank Notes, particularly those related to balance of payments and trade, inflation, money supply, the issue of government debt, changes in official interest rates, monetary revaluations or devaluations and modifications in financial market regulations.

13. **Performance of Investment Programme**

There are no assurances or guarantees that the Investment will be successful.

14. **No Guaranteed Return**

There is no guarantee that an investment in the Investment will earn any positive return. The value of the Investment Token may go down as well as up depending on market, economic, political, regulatory and other conditions affecting the Investment and there can be no assurance that, upon withdrawal or otherwise, any User will receive the amount originally invested or the Redemption Price will be met.

15. **Changes in Applicable Law**

The Rainfin Partnership, Rainfin, its Group Entities and its service providers must comply with various legal requirements. Without limitation these legal requirements are imposed by the corporate laws, regulatory laws, securities laws, tax laws and anti-money laundering laws. Should any of such laws change over the term of this Agreement, the legal requirements to which the Rainfin Partnership, Rainfin, its Group Entities and its service providers may be subject to could differ materially from current requirements.

Changes to the evolving regulatory environment may adversely affect the Token prices. To the extent that regulators adopt practices of regulatory oversight that create additional compliance, Bank Notes, disclosure or other costs, returns on the Token may be negatively affected. In addition, the regulatory or tax environment for derivative and related instruments is evolving and may be subject to modification by government or judicial action that may adversely affect the value of the Investment. The effect of any future regulatory or tax change on the Tokens is impossible to predict.

16. **Compensation Arrangements for Service Providers**

As described herein, there are certain fees payable to service providers in relation to the Investment and the Tokens which will detract from the return on the Investment.

17. **Conflicts of Interest**

Conflicts of interest may exist in the structure and operation of Rainfin's business. Users must rely on the potentially conflicted parties to resolve those conflicts in a manner that does not prejudice the Tokens.

18. **Financial Failure of Service Providers and Intermediaries**

The institutions with which the Rainfin Partnership or Rainfin, the Group Entities does business, including developers, brokerage firms, banks or parties to which securities have been entrusted for custodial purposes, may encounter financial difficulties that may impair their operational capabilities or result in losses to the Token. Some or all of the Token's underlying assets may be held in one or more accounts which may not be segregated from the counterparty's assets or those of its customers. In the event that the counterparty experiences severe financial difficulty, the Rainfin Partnership or Rainfin, the Group Entities assets could be frozen and inaccessible for withdrawal or subsequent trading for an extended period of time while the counterparty's business is administered or liquidated, resulting in a potential loss to the Investment.

19. **Illiquid Positions**

The Investment made by the Rainfin Partnership may be in market that is volatile, and which may become illiquid. Accordingly, it may be impossible (in the event of trading halts or daily price fluctuation limits on the markets traded or otherwise) or expensive to liquidate the positions against which the market is moving. Alternatively, it may not be possible, in certain circumstances, for a position to be initiated or liquidated promptly. The ability of the Rainfin Partnership to respond to movements may be impaired.

An investment in Tokens is suitable only for Users who are in a position to take such risks and who adopt a long-term approach to their investment strategy.

20. **Inadequate Return**

There can be no assurance that the returns on the Investment will be commensurate with the risk of investment therein. Users should not commit money to the Investment unless they have the resources to sustain the loss of their entire Investment.

21. **Interest Rate Fluctuations**

The prices of the Investment may be sensitive to interest rate fluctuations. Unexpected fluctuations in interest rates could cause the corresponding prices of the Token's long and short positions to move in directions which were not initially anticipated.

22. **Independent Consultants**

Each User should consult its own legal, tax and financial advisor regarding the desirability of an investment in the Tokens.

23. **Currency Risk**

Exchange rates can be volatile and unpredictable. Users should be aware of the possibility of significant changes in rates of exchange between the reference currency of the Token, being the South African Rand, and the currencies that the Users are investing into the Investment.

24. **Market Risks**

The investment of the Token is subject to normal market fluctuations and the risks inherent in an investment in equity securities and similar instruments and there can be no assurance that appreciation will occur.

25. **Political Risk**

The value of the Token may be affected by uncertainties such as international politics, changes in government policies, taxation, restrictions on foreign investment and currency repatriation, currency fluctuations and other Bank Notes in the laws and regulations.

26. **Possible Indemnification Obligations**

The Rainfin Partnership and the Group Entities have agreed, or may agree to indemnify the directors, the service providers under various agreements entered into with such persons against certain liabilities they or their respective directors, officers, affiliates or agents may incur in connection with their relationship with the Rainfin Partnership or Rainfin. These indemnity obligations may or may not be limited with reference to negligence, bad faith, wilful default or fraud. Any indemnification paid by the Rainfin Partnership or would reduce the distribution available to Users.

27. **Regulatory Oversight**

The Rainfin Partnership is not required to register or submit to regulation or authorisation as a collective investment scheme under the laws of this jurisdiction, nor is such registration contemplated. Accordingly, the provisions of statutes which may provide certain regulatory safeguards to Users will not be applicable.

28. **Restrictions on Transfers and Redemptions**

An investment in the Tokens provides limited liquidity since an active secondary market is not expected to develop in the Tokens. In addition, the Investment is a medium to long term investment programme. The Rainfin Partnership also may require mandatory redemption of Tokens in certain circumstances as outlined in this Agreement.

29. **Valuation of the Investments**

Valuation of the Tokens and other investments may involve uncertainties and judgmental determinations and, if such valuations should prove to be incorrect, the Net Asset Value could be adversely affected. Independent pricing information may not be available regarding the Investment. Valuation determinations will be made in good faith. The Investment may from time to time by its very nature be difficult to value accurately. To the extent that the value assigned to any such Investment differs from the actual value, the Net Asset Value may be understated or overstated, as the case may be.

30. **Emerging Markets**

The Rainfin Partnership may invest the capital in an Investment domiciled or operating in an emerging markets. Investing in these countries involves considerations and possible risks not typically associated with investing in developed economies. Risks may include instability among some foreign governments, in limited cases the risk of expropriation of assets, changes in governmental administration or economic or monetary policy, currency fluctuations, and changing circumstances in dealings between nations. The application of foreign tax laws (e.g. the imposition of withholding taxes on dividends and/or interest payments) or confiscatory taxation may also affect investment in companies or projects domiciled in these countries. Higher expenses may result from investment in these countries as compared other jurisdictions. Investments in emerging markets could also be affected by other factors, including the lack of uniform accounting, auditing and financial reporting standards and potential difficulties in enforcing contractual obligations. Language is also a risk factor in respect to legal documentation and communications.

31. **No Separate Counsel**

The Rainfin Partnership, the Rainfin Network, the Group Entities and Rainfin are or may be represented by the same law firms. No separate counsel has been retained by the Rainfin Partnership to represent the Token Holders or Users. The law firms have not verified the factual information set forth herein and Users should not invest on the basis that such firms have acted as counsel to them. Further, such law firms do not and will not monitor compliance by any Party with the guidelines and restrictions set forth herein.

Schedule 2 – Fees

1 [to be inserted]