

Koios Utility Token Sale Terms

The Important Stuff.

PLEASE READ THESE TERMS AND CONDITIONS OF KOIOS TOKEN SALE CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OF TOKEN SALE, DO NOT MAKE A CONTRIBUTION FOR THE PURCHASE OF KOIOS TOKENS.

Your purchase of Koios tokens ("KOI") from Koios AI ("Company," "we" or "us") is subject to these Terms and Conditions of Koios Token Sale ("Terms"). Each of you and Company is a "Party", and together the "Parties"

By registering on the Website (as defined below) or by making a contribution for the purchasing KOI from us in order to participate in Koios token sale, including any pre-sale ("Contribution"), you will be bound by these Terms and all terms and policies incorporated by reference.

By entering into a purchase of Koios tokens, you acknowledge that you have read these Terms, understand them, and had an opportunity to seek independent legal advice prior to agreeing to the Terms.

You also warrant and represent that you are (i) at least 18 years old and have full capacity to contract under applicable law; (ii) using legally-obtained funds that belong to you; (iii) not furthering, performing, undertaking, engaging in, aiding, or abetting any unlawful activity through your relationship with us; and (iv) comporting with and obeying all applicable laws.

1. Other Applicable Terms; Project Documentation

A legally binding agreement constituted between you and us includes these and other applicable terms, rules and policies such as:

- [Koios Privacy Policy](#).

Our website available at <https://koios.ai>, including its subdomains (the "Website"), [white-paper](#), [quick-pitch](#), [one-pager](#) as well as any other publications and materials (collectively, the "Project Documentation") are solely of descriptive nature, are not an offer, are not binding and do not constitute a part of these Terms or an agreement between you and us. We may add to, update or replace any documents or policies referred to in these Terms at our sole discretion, from time to time.

These Terms prevail in the event of any conflict between them and any other documents or policies referred to in these Terms.

2. Restricted Territories

We restrict and reserve the right to restrict contributing and participating in the Koios token sale in respect of certain jurisdictions and/or citizens or residents of certain jurisdictions, countries, states or territories, (i)

where legitimacy of token sales has been challenged, (ii) where token sales have become illegal and (iii) that have been [designated by the FATF](#) (collectively, "**Restricted Territories**").

Please note that due to legal and regulatory uncertainty in the USA, US citizens and residents are prohibited from making Contributions and participating in the Koios token sale.

You fully understand and agree that we are not liable if the country of your citizenship, residency or location becomes restricted.

We may, at our sole discretion, terminate these Terms, close your Account and return your funds if you are resident in one of the Restricted Territories.

We do not intend that Contributions should be made in Restricted Territories or by residents or citizens of Restricted Territories. The availability of the Project Documentation does not constitute an offer, solicitation or invitation for making Contribution and participation in the Koios token sale in such jurisdictions. The fact that the Project Documentation may be accessible in any such jurisdiction shall not be construed as a representation or warranty with respect to the legality of making Contributions, participation in the Koios token sale or access to and use of the Project Documentation.

It is your sole responsibility to determine the law that applies in the location in which you are present or reside, and that you should understand your legal rights and responsibilities to make Contributions and participate in the Koios token sale. You should ensure that you act legally in your jurisdiction when registering on the Website, using the Project Documentation or making a Contribution, and you represent, warrant and agree that you will do so.

3. Purpose and Use of KOI

The Company is proposing to develop a decentralized AI development and marketplace system (the "**System**") and provide relevant services to customers (the "**Services**"), which detailed description is provided in the Project Documentation.

KOI are intended to function as a means to use the System and access the Services (as described in further details in the Project Documentation) if and to the extent the System is successfully developed and deployed.

KOI do not represent equity, shares, royalties or rights to capital, dividends, interest, profit or income in the entity that issues tokens or any other entity in any jurisdiction. In particular, you understand and accept that KOI do not represent or confer any ownership right or stake, share or security or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the Company and its corporate affiliates or its property, other than rights relating to the use of the System and the access to the Services, subject to limitations and conditions in these Terms and the Project Documentation.

KOI are not designed or intended to perform or to have a particular value outside the System.

KOI are not constitute any form of money, legal tender or representation of money in any jurisdiction.

KOI are not intended to be a security, commodity or any other kind of financial instrument. KOI shall not be used or purchased for speculative or investment purposes.

We make no warranties or representations and offer no assurances that KOI shall confer any actual or exercisable rights of use, functionality, features, purpose or attributes in connection with the System.

You are not entitled, for any purpose, to any of our intellectual property rights. We shall at all times retain ownership, including all rights, title and interests in and to our intellectual property rights and you understand and accept that by making a Contribution or participating in the Koios token sale you will not acquire or otherwise be entitled to any intellectual property rights of the Company.

4. Scope of Terms

These Terms govern only your Contribution for the purchase of KOI from us during the Koios token sale.

Any potential future use of KOI in connection with the System and/or Services shall be subject to and governed by such other applicable terms, conditions and policies relating to the use of the System and/or Services. Such other terms will be made available to users of the System and/or Services, if and when the System is successfully developed and deployed.

At any time, at our sole discretion, we may enter into a stand-alone agreement with any of contributors on conditions which may be different from those set out in these Terms.

5. Contribution Procedures and Specifications

Total Number of KOI to be Created and Sold:

1,000,000,000 KOI have been generated.

400,000,000 to be sold at most.

Delivery of KOI:

Sent ~7 days after the conclusion of the contribution period to your Ethereum wallet. Your Ethereum wallet shall be required to enable the Company to issue KOI to you via smart contract.

If for whatever reason we are unable to deliver within the foregoing targeted time period, we shall exercise reasonable endeavors to procure that delivery shall be made within a reasonable time thereafter.

Other Specifications:

- KOI will be issued on the Ethereum platform in accordance with the ERC20 standard.
- Soft cap includes amounts received by during pre-sale.
- During the contribution period we may run marketing campaigns, which may include bonuses, discounts or provision of KOI for free.
- At any time prior to the completion of the token sale, we may either temporarily suspend or permanently abort the Koios token sale for security or other reasons.

By making Contribution, you acknowledge and represent that you understand and have no objection to these procedures and material specifications.

6. Refusal of Contribution Requests; Cancellation; Refunds

We reserve the right to refuse, reject or cancel Contribution requests at any time at our sole discretion.

Your Contribution to us is final, and there are no refunds or cancellations except as may be required by applicable law or regulation, or as otherwise determined by us in our sole discretion prior to the completion of the distribution of the KOI following completion of the token sale.

We reserve the right to refuse or reject any Contributions made at any time in our sole and absolute discretion. To the extent that we (i) refuse or reject a Contribution, or (ii) if on conclusion of the token sale,

we have not received the equivalent of the soft cap in US dollars, we will exercise reasonable endeavors to procure that the Contribution is returned to you in the same cryptocurrency the Contribution was made to the wallet specified in your Account.

However, you acknowledge and accept that due to the Ethereum blockchain's transaction and/or mining fees, you are unlikely to receive an amount equivalent to your Contribution and that the refunded amount will be reduced by the amount of such transaction expenses. We will exercise reasonable endeavors to procure that refunds are made within a reasonable time.

7. Issue and Delivery of KOI

We shall keep a record of all Contributions received to our wallet address(es), including details of the time the Contribution was received, the amount of the Contribution, and the wallet address from which the Contribution was sent.

In order to receive KOI or a refund (when applicable), you must have an Ethereum wallet that supports the ERC20 token standard, and you must notify the Company about details of the Ethereum wallet.

We reserve the right to prescribe additional conditions relating to specific wallet requirements at any time at its sole discretion.

You acknowledge and agree that transfer of title to, and risk of loss of, KOI will pass from us to you, and is henceforth immutable.

On receipt of your Contribution, such Contribution shall immediately become the sole and exclusive property of the Company who shall be entitled to apply the contribution towards the development of the System and Services and other expenses relating to our business, including, but not limited to as specified in the Project Documentation. The application of your Contribution shall be determined by us acting at our sole discretion and we shall be under no obligation to inform you or otherwise verify how your Contribution is used.

8. Acknowledgment and Assumption of Risks

You acknowledge and agree that there are risks associated with making a Contribution for the purchase of KOI, holding KOI, and using KOI in connection with the System and Services, as disclosed and explained in Exhibit A.

The list of risks specified in Exhibit A is not comprehensive, as well as it may not contain those risks which cannot be predicted at the present moment. If you are not sure that you can estimate the probability of occurrence of such risks by yourself, you are advised to contact an appropriate professional (a lawyer, auditor, adviser or engineer) before making a Contribution.

BY MAKING A CONTRIBUTION FOR THE PURCHASE OF KOI, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

9. Security

You are responsible for implementing reasonable measures for securing your Ethereum wallet or other storage mechanism you use to hold KOI you received from us, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your KOI. We are not responsible for any such losses.

We hereby exclude any and all liability for any security breaches or other acts or omissions which result in your loss or loss of access to KOI.

10. Taxes

The Contribution that you make is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your Contribution and acquisition of KOI, including, for example, income, capital gains, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any income, capital gains, sales, use, value added, or similar tax arising from your Contribution and further ownership, use, sale, transfer or liquidation of KOI.

11. Representations and Warranties

By making a Contribution and participating in the Koios token sale, you represent and warrant that:

- You have read and understand these Terms, including Exhibit A;
- You have the necessary authority and consent to accept these Terms, to enter into a binding agreement with us and to perform the obligations set out herein;
- You acknowledge that you fully understand the contents of the Project Documentation and you are making a Contribution and participating in the Koios token sale with the intention of fully accepting the risk of the failure of the System;
- If you are making a Contribution on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly);
- You are not a citizen or a resident of a Restricted Territory or making a Contribution from a location in a Restricted Territory, nor are you an entity incorporated, established or registered in or under the laws of a Restricted Territory, nor are you making a Contribution and participating in the Koios token sale for or on behalf of any such person or entity;
- You are not, nor are you an agent of a citizen or resident of a country or territory in which access to or use of the System or Services is prohibited by applicable law, decree, regulation, treaty, or administrative act;
- You have a sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens like ETH, token storage mechanisms, blockchain technology and blockchain-based software systems to understand these Terms and to appreciate the risks and implications of making a Contribution or participating in the Koios token sale;

- You have obtained sufficient information about KOI, the System and Services to make an informed decision to make a Contribution and participate in the Koios token sale;
- You understand the restrictions and risks associated with the creation of KOI as set forth herein, and acknowledge and assume all such risks;
- You understand, acknowledge and assume the risks associated with the acquisition, holding and use of KOI in connection with the System and Services, as explained and disclosed in these Terms and Exhibit A;
- You understand that KOI confer only the right to use the System and access the Services, and confer no other rights of any form with respect to us or our affiliates or property, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
- You are making a Contribution or participating in the Koios token sale solely for the purpose of contemplated use of the System and access to the Services, being aware of the commercial risks associated with the Company. You are not making a Contribution or participating in the Koios token sale for any other purposes, including, but not limited to, any investment, speculative or other financial purposes;
- Your Contribution and participation in the Koios token sale comply with applicable law and regulation in your jurisdiction, including, but not limited to, (i) legal capacity and any other applicable legal requirements in your jurisdiction for making a Contribution, participating in the Koios token sale, using KOI, and entering into contracts with us, (ii) any foreign exchange or regulatory restrictions applicable to such Contribution, and (iii) any governmental or other consents that may need to be obtained;
- You will comply with any applicable tax obligations in your jurisdiction arising from your Contribution and participation in the Koios token sale;
- A Contribution made by you is not derived from or related to any unlawful sources or activities, including but not limited to money laundering or terrorist financing activities;
- You shall not use KOI to finance, engage in, or otherwise support any unlawful activities;
- You have carefully reviewed the code of the smart contract located on the Ethereum blockchain and fully understand and accept its functions; and
- You waive the right to participate in a class action lawsuit or a class-wide arbitration against us or any of our employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns.

These representations and warranties are in addition to, and not in lieu of, any other representations and warranties set forth in these Terms.

12. Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless us and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns the ("**Company Parties**") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your Contribution, acquisition of KOI or use of KOI, (ii) your responsibilities or obligations under these Terms, (iii) your violation of these Terms, or (iv) your violation of any rights of any other person or entity. We reserve the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under this Section.

13. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (I) KOI ARE DISTRIBUTED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO KOI AND/OR SMART CONTRACT TECHNOLOGY (WHICH IS STILL IN AN EARLY STAGE OF DEVELOPMENT AND ITS APPLICATION IS CURRENTLY OF AN EXPERIMENTAL NATURE, WHICH CARRIES SIGNIFICANT OPERATIONAL, TECHNOLOGICAL, FINANCIAL, REGULATORY AND REPUTATIONAL RISKS), INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (II) WE DO NOT REPRESENT OR WARRANT THAT KOI AND/OR SMART CONTRACT TECHNOLOGY ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN KOI AND/OR SMART CONTRACT TECHNOLOGY WILL BE CORRECTED; AND (III) KOI AND/OR SMART CONTRACT TECHNOLOGY ARE FREE FROM ANY DEFECTS, WEAKNESSES, VULNERABILITIES, VIRUSES OR BUGS WHICH COULD CAUSE, INTER ALIA, THE COMPLETE LOSS OF YOUR CONTRIBUTION AND/OR KOI.

Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this section may not apply to you.

14. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL WE OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO YOUR CONTRIBUTION, PARTICIPATION IN THE TOKEN SALE OR USE OF KOI OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE KOI, EXCEED THE AMOUNT YOU CONTRIBUTED TO US IN RESPECT TO THESE KOI.

THE FOREGOING LIMITATIONS WILL NOT LIMIT OR EXCLUDE OUR LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT.

WE EXPRESSLY EXCLUDE ANY LIABILITY IN RESPECT OF THE LAW OF OTHER JURISDICTIONS WHERE YOU MAY BE ESTABLISHED OR RESIDENT.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to you.

15. Termination

We may terminate these Terms without cause with notice to you.

We may terminate these Terms as provided in other Sections of these Terms, and/or if:

- you are in material breach of these Terms,
- we become aware that you are involved in prohibited practices, including but not limited to when your wallet(s) or your identity information bears any risks of crime, fraud, money laundering or other significant risk factors or that there has been fraud or any misrepresentation,
- we are requested to do so by the police, any regulatory authority or court, or
- in our reasonable opinion your Contribution may be detrimental to our reputation and to the reputation of our partners.

Where we have terminated these Terms for cause, we may, at our sole discretion, suspend or withhold your Contribution, and/or recover from your Contribution the amount of any losses and damages. The rights set out here are without prejudice to any other rights that we may have against you under these Terms or otherwise.

16. Dispute Resolution; Arbitration

Binding Arbitration.

Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, ("Disputes") in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and us (i) waive your and our respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and our respective rights to a jury trial. Instead, you and we will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

No Class Arbitrations, Class Actions or Representative Actions.

Any Dispute arising out of or related to these Terms is personal to you and us and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

Notice; Informal Dispute Resolution.

Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to us shall be sent by email at team@koios.ai. Notice to you shall be by email to the then-current email address in your Account. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and us cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or us may, as appropriate and in accordance with this Section, commence an arbitration proceeding or, to the extent specifically provided for in this Section, file a claim in court.

Arbitration Rules.

Any Dispute in connection with these Terms, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the The Australian Centre for International Commercial Arbitration (the "ACICA"). The Rules for Expedited Arbitrations shall apply where the amount in dispute does not exceed US\$100,000. Where the amount in dispute exceeds US\$100,000 the Arbitration Rules shall apply. The Arbitral Tribunal shall be composed of a sole arbitrator where the amount in dispute exceeds US\$100,000 but not US\$1,000,000. Where the amount in dispute exceeds US\$1,000,000, the Arbitral Tribunal shall be composed of three arbitrators. The amount in dispute includes the claims made in the Request for Arbitration and any counterclaims made in the Answer to the Request for Arbitration. The seat of arbitration shall be in Melbourne, Australia. The language to be used in the arbitral proceedings shall be English. The arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

Severability of Dispute Resolution; Arbitration.

If any term, clause or provision of this Section is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section will remain valid and enforceable. Further, the waivers set forth in this Section are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

17. Governing Law

These Terms will be governed by and construed and enforced in accordance with the laws of Australia, without regard to conflict of law rules that would cause the application of the laws of any other jurisdiction.

18. Miscellaneous

Severability.

If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

The Entire Agreement. These Terms constitute the entire agreement between you and us relating to your Contribution and participation in Koios token sale.

Modifications and Amendments.

We may make changes to these Terms from time to time as reasonably required to comply with applicable law or regulation. If we make changes, we will post the amended Terms on the Website and update the "Last Updated" date above. The amended Terms will be effective immediately. . It is your responsibility to regularly check the Website for any notices and updated Terms.

Assignment.

We may assign our rights and obligations under these Terms. You may not assign, sublicense or otherwise transfer in any manner any of your rights or obligations under these Terms.

No Waiver.

Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision.

Force Majeure.

We will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control.

Independent Parties. Making a Contribution and participation in the token sale do not create any form of partnership, joint venture or any other similar relationship between you and us.

No Third-Party Beneficiaries.

Except as otherwise provided in herein, these Terms are intended solely for the benefit of you and us and are not intended to confer third-party beneficiary rights upon any other person or entity.

Consent to Electronic Communication.

You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, will be provided in electronic form.

Exhibit A. Certain Risks Relating to Acquisition, Use, Holding, Sale or Transfer of KOI

As noted elsewhere in these Terms, the KOI are not being structured or sold as securities or any other form of investment product. Accordingly, none of the information presented in this Exhibit A is intended to form the basis for any investment decision, and no specific recommendations are intended. We expressly disclaim any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this Exhibit A, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information.

By making a Contribution, participating in the Koios token sale, holding and using KOI, you expressly acknowledge and assume the following risks:

Risk of Losing Access to KOI Due to Loss of Private Key(s), Custodial Error or Purchaser Error.

A private key, or a combination of private keys, is necessary to control and dispose of KOI stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing KOI will result in loss of such KOI. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a digital wallet or vault service you use, may be able to misappropriate your KOI. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store KOI, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your KOI.

Risks Associated with the Ethereum Protocol.

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

Risk of Hacking and Security Weaknesses.

Hackers or other malicious groups or organizations may attempt to interfere with KOI, the System and/or Services in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing.

Risk of Uninsured Losses.

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

Risks Associated with Uncertain Regulations and Enforcement Actions.

The regulatory status of KOI and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications. 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 KOI, the System and/or Services. Regulatory actions could negatively impact KOI, the System and/or Services in various ways, including, for purposes of illustration only, through a determination that KOI are a regulated financial instrument or security that require registration and/or licensing. We may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

Risks Arising from Taxation.

Purchasing KOI may result in adverse tax consequences to you, including the imposition of withholding taxes, income taxes and tax reporting requirements. You should seek tax advice from your own tax counsel in connection with making a Contribution, holding, acquiring, selling or transferring KOI.

Risk of Alternative Platforms.

It is possible that alternative platforms could be established that utilize the same technology and protocol underlying the System and attempt to facilitate services that are materially similar to the Services. The System may compete with these alternative platforms, which could negatively impact the System, Services and KOI, including KOI's utility for obtaining the Services.

Risk of Insufficient Interest in the System or Distributed Applications.

It is possible that the System will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of platforms such as Koios more generally. Such a lack of use or interest could negatively impact the development of the System and the potential utility of KOI, including its utility for obtaining the Services.

Risks Arising from the Market in Which the System Operates.

The Artificial Intelligence market and, accordingly, KOI, the System and Services, are subject to a variety of federal, state and international laws and regulations, including those with respect to personal identifiable information, data protection, privacy and security, competition, consumer protection, data security, and others.

These laws and regulations, and the interpretation or application of these laws and regulations, could change and vary from country to country. In addition, new laws or regulations affecting KOI, the System and Services could be enacted, which could impact the utility of KOI, including KOI's utility for obtaining the Services.

Additionally, the System and Services and their users and customers are subject to or may be adversely affected by industry specific laws and regulations or licensing requirements. If any of these parties fails to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and

regulations or licensing requirements become more stringent or are otherwise expanded, it could adversely impact KOI, the System and Services, including KOI's utility for obtaining the Services.

Risks Associated with the Development and Maintenance of the System.

The System is still under development and may undergo significant changes over time. Although we intend for KOI and the System to follow the specifications set forth in the Project Documentation, and will take commercially reasonable steps toward those ends, we may have to make changes to the specifications of KOI or the System for any number of legitimate reasons. This could create the risk that KOI or the System, as further developed and maintained, may not meet your expectations at the time of purchasing KOI. Furthermore, despite our good faith efforts to develop and maintain the System, it is still possible that the System will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the System and the potential utility of KOI, including its utility for obtaining the Services.

Risk of Hard-Fork.

The System will need to go through substantial development works as part of which it may become the subject of significant conceptual, technical and commercial changes before release. As part of the development, an upgrade to KOI may be required (hard-fork of KOI) and that, if you decide not to participate in such upgrade, you may no longer be able to use your KOI and any non-upgraded KOI may lose its functionality in full.

Risk of Unfavorable Fluctuation of Currency Value:

We intend to use the Contributions to fund the development of KOI, the System, the Services and various other operating expenses. The Contributions received will be denominated in ETH or other cryptographic currencies, and may be converted into other cryptographic and fiat currencies. If the value of ETH or other currencies fluctuates unfavorably during or after the contribution period, we may not be able to fund the development of, or may not be able to maintain, the System and/or the Services in the intended manner.

Risk of Dissolution of the Company.

It is possible that, due to any number of reasons, including, but not limited to, the failure of commercial relationships, or intellectual property ownership challenges, we may no longer be viable to operate and the Company may dissolve.

Risks Arising from Lack of Governance Rights.

Because KOI confer no governance rights of any kind with respect to the System or the Company, all decisions involving the System or the Company will be made by us at our sole discretion, including, but not limited to, decisions to discontinue the System, to issue more KOI for use in the System, or to sell or liquidate the Company. These decisions could adversely affect the System and the utility of KOI that you hold, including KOI's utility for obtaining the Services.

Unanticipated Risks.

Cryptographic tokens such as KOI are a new and untested technology. In addition to the risks included in this Exhibit A, there are other risks associated with your Contribution, participation in the Koios token sale, acquisition, holding and use of KOI, including those that we cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Exhibit A.