

# MAN Token Sale Information Memorandum

Date: 15 January, 2018

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Please note that owing to restrictions imposed by law in various jurisdictions, soliciting purchase of cryptographic tokens may not be permitted to residents of certain jurisdictions.

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You should read all information in the Website before confirming your participation in the Token Sale.

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### FORWARD LOOKING STATEMENTS

This Information Memorandum contains forward-looking statements, including statements relating to Matrix Blockchain (as defined below) or MAN TOKEN. Other statements in this Information Memorandum, including words such as “anticipate,” “may,” “could,” “should,” “expect,” “intend,” “plan,” “potential,” and other similar expressions, also are forward looking statements. Such forward-looking statements are not guarantees of future performance.

# I. BACKGROUND

## 1. OVERVIEW

The Matrix Foundation (the “**Foundation**”) is a non-profit-making entity established under the laws of the Hong Kong Special Administrative Region to promote the development and foster the use of the Matrix blockchain, its technologies and the ongoing development (“**Matrix Blockchain**” or “**Matrix System**” or “**Matrix**”). **Matrix** leverages the latest Artificial Intelligence (AI) techniques to refactor the blockchain architecture. **Matrix** differentiates itself from previous blockchains by offering breakthrough technologies in building AI-enabled autonomous and self-optimizing blockchain networks, which feature multi-chain collaboration and decoupling of data and control blocks. As an open source and decentralized blockchain platform along with the incorporation of a bespoke token called MAN (“**MAN Token**” or “**MAN**”), the Foundation is undertaking this sale of MAN Tokens (the “**Token Sale**” or “**Campaign**” or “**ICO**”) to fund the initial development and rollout of **Matrix**. The official **Token Sale** will launch officially on or about 16 January 2018 (“**Token Launch**”) and is scheduled to conclude on 15 February 2018 (“**Conclusion**”).

## 1. NON-FINANCIAL NATURE OF **MAN**

Although **MAN** may have preferential access to future offerings and certain functionalities or utilities on the **Matrix Blockchain**, **MAN** is not and shall in no case be understood, deemed, interpreted or construed as:

- i) Any kind of money, regardless whether fiat or non-fiat currency;
- ii) Any share, stock or equity interest in, or claim against the Foundation or any other entity;
- iii) Any kind of investment in equity or debt form in any venture;
- iv) An instrument that participates in any gross or net profits;
- v) Any securities that have market price or intrinsic value of any kind;
- vi) Any type of financial derivatives or interest in collective investment scheme;
- vii) Any negotiable instrument (such as commercial paper);
- viii) Any form of investment contract (including future contract) between the holder and any other person or entity;
- ix) Any asset or commodity that any person or entity is obliged to repurchase or redeem;
- x) Any debenture, loan stock, fund, bond, note, warrant or other instrument that entitles the holder to any kind of dividend, interest payment or any kind of return from any person; or
- xi) Any option, right or interest in any of the above.

## 2. TOTAL SUPPLY AND ALLOCATION OF **MAN**

The **Matrix System** is designed to accommodate a maximum of one billion **MAN Tokens** (1,000,000,000) in total, which include those available for sale during this **Campaign**).

The pool of **MAN Tokens** has been allocated as follows:

Token Quantity and Percentage	Uses
<p>One Hundred and Fifty million (150,000,000) (15%) (the “MAN for Matrix Token Sale”, or “MAN for MTS”)</p>	<p><i>To be sold during the Campaign.</i></p>
<p>One Hundred million (100,000,000) (10%) (the “MAN for Founders, Directors, Advisors, Backers, Management, Community initiatives”)</p>	<p><i>To be retained and allocated by the Foundation.</i></p>
<p><b>According to the development roadmap, a new, separate Matrix Blockchain will be created and deployed before March 2019. When the new Matrix Blockchain is built and activated, the above 250,000,000 MAN Tokens will be swapped into new MAN Tokens on the new Matrix Blockchain on a one-to-one basis.</b></p> <p><b>After the token swap, the Foundation, as required, may issue additional MAN Tokens on the new Matrix Blockchain as follows:</b></p>	
<p>Two Hundred million (200,000,000) (20%) (the “MAN for Additional Token Sales”, or “MAN for ATS”)</p>	<p><i>Reserved for one or more subsequent offerings to the public on later dates as Additional Token Sales (“ATS”), the proceeds of which will be deployed on system scale up and production developments.</i></p>
<p>Four Hundred million (400,000,000) (40%) (the “Mining MAN”)</p>	<p><i>To be used as reward for miners that contributed to the Proof of Work consensus.</i></p>
<p>One Hundred Fifty million (150,000,000) (15%) (the “MAN for directors, management, sales incentives, grants, scholarships and research projects”)</p>	<p><i>Allocated to directors, management, staff incentives, business partners, application developers, research institutes.</i></p>

### 3. USE OF PROCEEDS

The Token Sale proceeds from the Campaign will primarily be used to fund the development, promotion, marketing, ecosystem building and on-going maintenance of Matrix Blockchain. Such expenses include but are not limited to the following:

- Fees and expenses directly attributable to the formation of the Foundation and to the Token Sale process;
- Advisor fees (such as business, marketing, legal, finance and infrastructure consultancy);
- Development and outsourcing fees;
- Payments to service providers and contractors;
- Employee compensation;
- Auditing fees;
- Computers, fixtures, fittings and consumables, tools and software;
- Overhead; and
- Marketing and promotional efforts, including community programs and outreach.

The directors of the Foundation will collectively formulate and approve the detailed plan to deploy the Token Sale proceeds after the Campaign has been completed.

### 4. AUDIT

The Foundation will be audited annually and the relevant company filings made in accordance with the laws of Hong Kong Special Administrative Region.

### 5. EXPENSES

Token Sale proceeds will also be used to cover all the costs and expenses arising out of or in connection with the Campaign, including but not limited to the fees charged by any professional services providers and costs of promotion, staffing, travelling, communication, distribution, publication and otherwise incurred for the Campaign.

### 6. PUBLICITY

Information relating to the Campaign and the Matrix project will be announced as it becomes available. MAN holders and prospective purchasers should pay attention to the announcements, news, articles, newsletters or otherwise that are made available.

### 7. THE FOUNDATION

As a company limited by guarantee established in Hong Kong, MATRIX Foundation is a non-profit organization. The Foundation is dedicated to supervising the development of the MATRIX project and promoting the transparency of governance. It is also responsible for improving the collaboration, regulating the fund usage, and project operation.

The governance structure of the Foundation is designed to promote sustainable development, effective project execution, and financial security. The departmental structure consists of core system development, system release and version control, finance and human resource, marketing and public relation department, business development, and risk control.

The Foundation will fund the development of the MATRIX Blockchain discussed in this paper through the issuance of MAN Tokens. These MAN Tokens will run natively on the Ethereum blockchain and will be offered to backers and potential customers of the MATRIX project via a Token Sale. The Token Sale will be launched on or about 16th January 2018. When a new separate Matrix Blockchain has been developed and deployed which is expected to take place

before March 2019, the MAN Tokens will be swapped on a one-to-one basis to the new MAN Token on this new Matrix Blockchain. Then, subsequent Token sale may take place to fund the ongoing developments and promote the applications on the Matrix Blockchain.

The Foundation was founded by the following three persons whom are also currently advisors of the Foundation to the Matrix team and Matrix Blockchain:

### **Michael Lai-Yick Ng**

Michael co-founded Legend Holdings group (now known as Lenovo Group Limited, HKSE Stock Code: 992) in 1988 and Asia Online Limited in 1993. In 2000, he founded North 22 Technology Services Group. As an IT and Internet veteran, Mr. Ng has over 35 years of experience in the technology sector in Greater China.

### **Benedict Tai**

Mr. Tai is a retired partner of a major US law firm with over 30 years of experience specializing in cross-border corporate finance. He was also an investment banker with Lehman Brothers specializing in TMT. He was one of the founders of Latitude Capital, a boutique merchant bank with offices in Beijing, Shanghai and Hong Kong. He is a member of the New York Bar Association and a member of the Hong Kong Law Society.

### **Ignatius Cheng Kwok-Lap**

Ignatius Cheng was the Chief Financial Officer (“CFO”) and Company Secretary of Legend Holdings Limited (now known as Lenovo Group Limited, HKSE Stock Code: 992) in 1988. In 2002, he founded InnoState Holdings Limited, which is a private equity investment company.

Ignatius Cheng is a fellow member of The Association of Chartered Certified Accountants, United Kingdom and an associate member of The Hong Kong Institute of Certified Public Accountants.

### **Legal Advisor to the Foundation**

ReedSmith Richards Butler (as to Hong Kong law)

## II. RISK FACTORS

There are a number of risks involved in this Token Sale, as well as the development, maintenance and running of MAN and Matrix Blockchain. Some of these risks are beyond the control of the Foundation. Each person participating in the Campaign (“**Purchaser**”) should comprehend, consider and evaluate carefully the risks described below in addition to any other available information before committing to the Campaign.

Each Purchaser should pay particular attention to the fact that, although the Foundation is established in Hong Kong Special Administrative Region, the Matrix project does not have any physical presence; and therefore may not fall within or pertain to any specific jurisdiction.

Participation in the Campaign shall be taken as an action based upon careful and prudent analysis and evaluation, and will be deemed as the relevant Purchaser having been fully informed of and agreed to bear all of the risks in this Section II.

### 1. THE MAN TOKENS MAY HAVE NO UTILITY FUNCTIONS

Although we anticipate that MAN holders will benefit in the future from certain utility functions of the MAN Tokens, the MAN Tokens will have no such utility at issuance. Although the Foundation will endeavor to develop the MATRIX Blockchain and apply utility functions for the benefit of MAN holders, there can be no assurance that the MAN Tokens will ever provide any functional utility.

### 2. TECHNOLOGICAL DIFFICULTIES EXPERIENCED BY THE MATRIX BLOCKCHAIN

If developed, the Matrix Blockchain will be subject to the risk of technological difficulties that may impact the utility of the MAN Tokens. Utilization of the MAN Tokens will depend on the operation and functionality of the Matrix Blockchain and if Matrix Blockchain were to fail for any reason, utilization of the MAN Tokens could be impossible until such failures were corrected and full functionality were restored and tested. Any such technological difficulties may prevent the access or use of the MAN Tokens. This could have a material impact on the Matrix Blockchain’s ability to execute or settle transactions, to maintain accurate records of the ownership of the MAN Tokens and to comply with obligations relating to records of the ownership of the MAN Tokens and could have a material adverse effect on the MAN holders.

### 3. THE FOUNDATION’S DIRECTORS WILL HAVE BROAD DISCRETION OVER THE USE OF THE TOKEN SALE PROCEEDS FROM THE CAMPAIGN

The Foundation’s directors will have broad discretion in the application of the Token Sale proceeds from the Campaign and purchasers of MAN Tokens will have to rely upon their judgment. At present, the Token Sale proceeds from the Campaign are expected to be used to fund the development, promotion, marketing, ecosystem building and on-going maintenance of Matrix Blockchain. While the Foundation’s directors endeavor to apply these funds as effectively as possible, any failure to effectively deploy the sale proceeds could have a material adverse effect on the development of the Matrix Blockchain and the utility of the MAN Tokens.

### 4. THE FOUNDATION HAS NO SUBSTANTIAL RESOURCES

The Foundation does not have substantial resources. The Foundation does not have any legally binding commitment from any person to contribute additional capital or to make any loan to it. If the Foundation was to be unable to fund its operations in the future, or if the Foundation was to become the subject of a bankruptcy or other insolvency proceeding, the Foundation might be unable to continue to operate the Matrix Blockchain, and the Matrix Blockchain and the utility of MAN Tokens could be materially adversely affected.

## 5. VIOLATION OF PRIVACY OR DATA PROTECTION LAWS

The Foundation and certain of its advisors, are subject to applicable privacy and data protection laws and regulations. Any violations of laws and regulations relating to the safeguarding of private information could subject the Foundation and certain of its advisors to fines, penalties or other regulatory actions, as well as to civil actions by affected parties. Any such violations could adversely affect the ability of the Foundation to operate the Matrix Blockchain, which could have a material adverse effect on the Matrix Blockchain's operations as well as the utility of the MAN Tokens.

## 6. AMENDMENT OR TERMINATION OF THE CAMPAIGN

At the date of this Information Memorandum, the Foundation is still seeking legal advice on a number of matters including but not limited to the governance structure, operational plan and the Token Sale process. Pending such advice, some or all aspects of this Information Memorandum, the White Paper and other related marketing materials may need to be amended. While the Foundation will aim to minimize the impact of such changes, Purchaser should be aware of the risks associated with possible changes, which may have adverse effects on the benefits and legitimacy of MAN and/or the Matrix project. Also, the Campaign may be terminated pursuant to Chapter III Sections 9, 10 and 11. In such cases, Purchaser may only be refunded with part of their contribution as a result of all expenses incurred by the Foundation in relation to the Campaign.

## 7. LIMITED AVAILABILITY OF SUFFICIENT INFORMATION

The Matrix project is still at an early development phase as of the date of this Information Memorandum. Its purpose, consensus mechanism, algorithm, code, infrastructure design and other technical specifications and parameters may be updated and changed frequently without notice. While the White Paper contains the then up-to-date key information of Matrix, it is subject to adjustments and updates from time to time. As it is impractical to keep the Purchasers closely posted on every detail of Matrix development, the Foundation may not provide the Purchasers with full access to all the information that may emerge from time to time. The insufficiency of all information disclosure is unavoidable and reasonable. Nevertheless, given the open source nature of the Matrix Blockchain, it is anticipated that significant milestones and progress reports will be announced.

## 8. REGULATORY MEASURES

Crypto-tokens may be overseen by the regulatory authorities of a number of jurisdictions globally. The Foundation may receive notices, queries, warnings, requests or rulings from one or more regulatory authorities upon short notices, or may even be ordered to suspend or terminate any action in connection with the Campaign or the Matrix Blockchain as a whole without prior notices. The planning, development, marketing, promotion, execution or otherwise of Matrix or the Campaign may be seriously affected, hindered, postponed or terminated as a result. And since regulatory policies could change with or without prior notice, existing regulatory permission or tolerance on MAN, Matrix or the Campaign in any jurisdiction could be just temporary. MAN could be deemed from time to time as a virtual commodity, digital asset or even securities or currency in various jurisdictions and therefore could be prohibited from being traded or held in certain jurisdictions pursuant to local regulations. There is no guarantee that MAN and Matrix can maintain a legal status in all jurisdictions at all times.

## 8. RELIANCE ON DISTRIBUTION PARTNERS

The Foundation may appoint one or more authorized distributors ("**Distributors**") for the purpose of this Token Sale, the full list of which will be announced. The terms and conditions governing

the relationships between Purchasers who purchase MAN for MTS from these Distributors (“**Distributor Purchasers**”) and their Distributors will be based on the Distributors’ terms and conditions and any separate agreements, of which the Foundation has no authority over. The operations of the Matrix project and the Foundation may be negatively impacted should Distributors fail to remit a significant portion of the proceeds to the Foundation. Likewise, the failure of Distributors may also cause delays or non-delivery of the MAN for MTS to Distributor Purchasers after the Campaign.

## 9. CRYPTOGRAPHIC PROTECTIONS

Cryptography is evolving and there can be no guarantee of absolute security at all times. Advancement in cryptography technologies and techniques, including but not limited to code cracking, developments of artificial intelligence and/or quantum computers, could be identified as risks to all cryptography-based systems including MAN and Matrix. When such technologies and/or techniques are applied to MAN and Matrix, adverse outcomes such as theft, loss, disappearance, destruction, devaluation or other compromises of the MAN held by any person may result. The absolute security of MAN and Matrix cannot be guaranteed as the future of cryptography or security innovations is unpredictable.

## 10. ABANDONMENT OR DEVELOPMENT FAILURE

Due to the technically complex nature of the Matrix project, the Foundation could face difficulties from time to time that may be unforeseeable and/or unsolvable. Accordingly, the development of Matrix could fail, terminate or be delayed at any time for any reason (including but not limited to lack of funds). Development failure or termination may render MAN worthless and/or obsolete.

## 11. THEFT OF TOKEN SALE PROCEEDS

There may be attempts to steal the Token Sale proceeds. While the Foundation will endeavor to adopt industry best practices to keep the Token Sale proceeds safe (including but not limited to the use of cold storage and multi-signature authentications), successful cyber thefts may still occur. Any loss of Token Sale proceeds arising from such theft(s) may impact the ability of the Foundation to fund the development or maintenance of MAN and Matrix project.

## 12. FLAW IN SOURCE CODES

Open source codes rely on transparency to promote community-sourced identification and solution of problems within the code. While the Foundation will implement quality assurance procedures to ensure the source codes are as accurate as possible, the flawlessness of the source codes cannot be guaranteed. They may contain bugs, defects, inconsistencies, flaws and errors, which may disable some functionality, create vulnerabilities and cause instability. Such flaws may compromise the usability, stability, and/or security of the Matrix Blockchain and consequently result in adverse impact on the utility and benefits of MAN.

## 13. UNPERMISSIONED, DECENTRALIZED AND AUTONOMOUS LEDGER

The Matrix Blockchain prototype is being developed to serve various distributed ledger systems including but not limited to Ethereum, which are unpermissioned protocols that can be accessed and used by everyone. The utility and integrity of the Matrix Blockchain rely on the stability, security and popularity of these decentralized ledgers. Matrix is envisaged to be an open, decentralized community and its composition can include users, supporters, developers, MAN holders and other participants worldwide who may or may not be connected with the Foundation in any manner. Given the diversity of the underlying technologies, the Matrix Blockchain will be decentralized and autonomous in nature as far as its maintenance, governance and evolution are concerned and will be exposed to any related threats and attacks.

#### 14. SOURCE CODE UPDATES

The source code of Matrix will be open to all. Modifications, updates, alterations and amendments of Matrix may be proposed by members of the open source community at any time. However, implementation will be subject to the governance framework of Matrix. Nobody has or will have foresight nor can anyone guarantee the timing and result of any changes to the source code. As a consequence, such changes to the source code can lead to unexpected or unintended outcomes that may adversely affect Matrix and MAN, and/or the utility and the related benefits of MAN. Although the Foundation will seek to deploy reasonable safeguards to protect the integrity of MAN and the Matrix system, it cannot be held liable for any outcome as results of such updates.

#### 15. COMPROMISED SECURITY

The Matrix system relies on open source software and unpermissioned distributed ledgers including but not limited to Ethereum, anyone may intentionally or unintentionally compromise the core infrastructural elements of the Matrix Blockchain and its underlying technologies. This may consequently result in the loss of any digital tokens held on the Matrix Blockchain and may cause the utility and the related benefits of MAN to fall.

#### 16. "DISTRIBUTED DENIAL OF SERVICE" ATTACKS

As an open source project, Matrix is connected to a number of public and unpermissioned systems and therefore may suffer cyber-attacks, including "distributed denial of service" at any time. These attacks may temporarily or permanently impair, stagnate or paralyze the network of the Matrix system. This may result in delays to the recording of transactions or inclusion of transactions in the blocks of the relevant blockchain. In severe cases, Matrix may also become unusable for an extensive and undefined period of time.

#### 17. INADEQUACY OF PROCESSING POWER

The ramp up of the Matrix system may be accompanied by sharp increases in transaction numbers and demand for processing power. If the demand for processing power outgrows those forecasted, the network of the Matrix Blockchain could be destabilized and/or stagnated. This may create opportunities for fraudulent activities including but not limited to false or unauthorized transactions (such as "double-spending") to arise. All these may adversely impact the usability, stability and security of Matrix.

#### 18. UNAUTHORIZED CLAIM OF MAN

MAN can be claimed in bad faith by any person who successfully gains access to the holder's wallet, email or account. This can be as a result of deciphering or cracking the holder's password or private key, phishing scams and/or other hacking techniques. Subsequently, these MAN tokens may be sent to anyone and such remittance is not revocable or reversible. It is recommended that all MAN holders should take appropriate security measures to safeguard their wallets (including but not limited to the use of two-factor authentications). Each MAN holder is responsible for the security of their wallet, email and account at all times.

#### 19. LOSS OF PRIVATE KEY

The loss or destruction of a private key will permanently and irreversibly deny the holder access to their MAN. MAN are controlled only by the validation of both the relevant unique public and private keys through the local or online wallet. While all MAN holders are recommended to protect and securely store their private keys, each holder is responsible for safeguarding the private keys applicable to their own wallets.

## 20. FORKING

The prototype of Matrix and its applications will be developed on the Ethereum blockchain, which is an open source protocol. Once released to the open source community, anyone may develop a patch or upgrade for the source code of Ethereum without prior permission by anyone else. The acceptance of patches or upgrades by a significant, but not necessarily overwhelming percentage of the Ethereum holders could result in a “fork” in the Ethereum blockchain.

The temporary or permanent existence of forked blockchains could adversely impact the operation of Matrix and the utility and benefits of MAN. Such a fork can undermine the sustainability of Matrix ecosystem. While a fork in the blockchain could possibly be rectified by community-led efforts to re-merge the two separate branches, the success is not guaranteed and can take an undetermined amount of time to achieve.

## 21. POPULARITY

The utility and benefits of MAN is dependent on the popularity of the Matrix Blockchain. MAN may not be popular, prevalent or widely transacted soon after the Token Launch. MAN may remain marginalized in the long run, appealing to only a minimal fraction of the general public. Also, it may be the case that financial speculators could end up being the key drivers of MAN demand. The absence of active users and low level of commercial utilization may negatively affect the long-term development and future of Matrix.

## 22. MARKET LIQUIDITY

After the Token Launch, the Foundation is not responsible for the subsequent circulation and trading of MAN. MAN is not a currency, fiat or otherwise issued by any individual, entity, central bank or national, supra-national or quasi-national organization, nor is it backed by any type or quantity of assets or credits, nor is it entitled to any distributions of profits. The benefits of MAN are solely based on the views expressed by buyers and sellers. There is no obligation to redeem, repurchase or acquire any MAN from any MAN holder. There can be no guarantee or assurance that there will be a market or marketplace where holders may readily buy or sell MAN.

## 23. PRICE VOLATILITY

Many cryptographic tokens have volatile prices. Large fluctuations in price over short timeframes occur frequently. Such fluctuations could result from market dynamics (including but not limited to speculations), regulatory changes, technical advancements, exchange availabilities and other factors that impact the equilibrium between token supply and demand. The Foundation is not responsible for any secondary market trading of MAN, regardless whether such markets exist for MAN.

## 24. THE FOUNDATION'S EXPOSURE TO CRYPTOGRAPHIC TOKENS

After the completion of this Token Sale, the Foundation expects that a certain portion of the proceeds will be held in cryptographic tokens. The Foundation expects to convert an appropriate proportion of cryptographic tokens received into fiat currencies at the sole discretion of the directors of the Foundation.

## 25. POTENTIAL COMPETITORS

Matrix Blockchain's core infrastructural systems are open source in nature. Therefore, anyone can copy, replicate, change, enhance, reproduce, reengineer, modify, reprogram or otherwise utilize the source code and/or underlying protocol of the Matrix system. Such attempt to develop

a competing system, software, platform or product is out of the Foundation's control. Should this happen, the output of these attempts may consequently compete with or even outperform the Matrix Blockchain, and may render the Matrix obsolete. There have been and will continue to be a number of competing blockchain-based platforms that dedicate significant human, information technology and financial resources to the creation and deployment of various decentralized applications and/or smart contracts.

## 26. THIRD PARTY DEVELOPERS AND SUPPLIERS

By virtue of its decentralized nature, Matrix will aggregate systems and contents from third parties, therefore the Matrix system will act as an open-access platform to accommodate various types of decentralized applications, smart contract programs and ancillary services. These will be provided by third parties, including members of the MAN community. Some or all of these applications, programs or services may connect into or be set up on Matrix Blockchain without any restriction, vetting, authorization or control. The Foundation neither intends nor has the capabilities to act as an authority to scrutinize to any extent any applications, programs or services to be developed on, connected to or otherwise associated with the Matrix system.

## 27. POTENTIAL MISUSE OF MATRIX SYSTEM, ITS TECHNOLOGIES AND BRAND

Services or programs which may be banned, restricted or deemed immoral in certain jurisdictions, such as gambling, betting, lottery, sweepstake, pornography, terrorism, hate crime and otherwise, could take advantage of the unpermissioned nature of Matrix system to develop, promote, market or operate. Regulators of a number of jurisdictions may accordingly take administrative or judicial actions against such programs, applications, services or even the relevant developers or users thereof. Any penal action, sanction, crackdown or other regulatory effort made by any governmental authority may significantly depress, frighten or deter existing or potential users away from using Matrix Blockchain and holding MAN. In such circumstances, the prospect and viability of Matrix may be negatively impacted. There is no guarantee that the Matrix system will be free from all inappropriate, illegal or immoral use at any time.

## 28. RELIANCE ON SUPPLIERS AND CONTRACTORS

As a newly established non-profit-making entity, it is envisaged that initially the Foundation will not directly employ a team of staff, purchase substantial quantity of physical equipment or have a dedicated office space. Initially the majority of the Foundation's operation will be executed via its appointed suppliers, contractors and agents. The pricing of such service, reliability, timely delivery and quality of work will have a direct impact on the success of the Matrix system and utility of MAN.

### III. TOKEN SALE PARTICIPATION

The **Token Sale** of up to **150,000,000 MAN** tokens will fund the initial development and rollout of **Matrix Blockchain**. The **standard price** per **MAN** is **USD 0.36** (US Dollar thirty-six cents).

Before 6 January 2018, the Foundation sold **80,000,000 MAN** to the backers of the project and early participants of the Token Sale. Between 6 January 2018 and 9 January 2018, another **20,000,000 MAN** were conditionally sold to individual customers through the Foundation's website (the "**presale**"). These tokens were purchased either with Bitcoin (the "**BTC**") or Ethereum (the "**ETH**") by the subscribers. However, various discounts to the standard price per MAN and bonus reward scheme based on quantities were applied to these token sales and the conversion rates between BTC/MAN and ETH/MAN differed based on the respective transaction dates.

As a result of the sales to backers, early participants and presale purchasers, only **50,000,000 MAN** Tokens are available in the official **ICO** (the "**Main Sale**"). Due to deploying smart contracts, only ETH is accepted as the only valid purchase cryptocurrency. The **Main Sale** will split into several phases, each phase with a different unit price for the tokens to be subscribed that is based on the accumulated quantity of tokens already sold in the **Main Sale**.

The first phase begins from the commencement of the **Main Sale** to **UTC 04.00** on **19 January 2018** (the "**Price Lock Period**"). During this period, all tokens subscribed will be priced at **USD 0.36** per MAN token.

In the second phase, (i) the unit price will remain at **USD 0.36** per MAN token if the number of tokens sold in the first phase is less than 20,000,000; or (ii) the unit price will be adjusted to **USD 0.396** per MAN token if the number of tokens sold in the first phase is more than 20,000,000 but less than 35,000,000; or (iii) the unit price will be adjusted to **USD 0.432** if the number of tokens sold in the first phase is more than 35,000,000 but less than 50,000,000.

The third phase will commence when the tokens sold has reached 20,000,000 in (i) above and the price will be adjusted to **USD 0.396** per token; or when the tokens sold has reached 35,000,000 in (ii) above and the price will be adjusted to **USD 0.432** per token. If the tokens sold in the second phase has reached 50,000,000 in (iii) above, the **Main Sale** will end.

The fourth phase will commence when the tokens sold in the third phase has reached 35,000,000 and the price will be adjusted to **USD 0.432** per token. If the tokens sold in the third phase has reached the 50,000,000, the **Main Sale** will end.

In any of the subscription phases above, the **Main Sale** will end immediately whenever the Hard Cap has been reached or date of **Conclusion** has occurred.

The Foundation also has the discretion of ending the Token Sale at any time after the Soft Cap has been achieved.

#### TOKEN SALE SUMMARY

##### Summary

Price per <b>MAN</b>	For <b>Main Sale</b> , the standard price per <b>MAN</b> is <b>USD 0.36</b> but will be adjusted higher on conditions as explained above. The Foundation will determine the <b>conversion ratios</b> between <b>ETH</b> and <b>MAN</b> at three different unit prices in <b>USD, 0.36, 0.396, and 0.432</b> , which are based on the ETH/USD exchange rate on a leading cryptocurrency exchange as determined by the Foundation (the " <b>Closing Exchange Rate</b> ").
Number of <b>MAN</b> for <b>Token Sale</b> and for the <b>Main Sale</b> (" <b>Hard Cap</b> ")	A total of 150,000,000 <b>MAN</b> , of which an aggregate of 80,000,000 <b>MAN</b> had already been purchased by backers and early participants; of the remaining 70,000,000 <b>MAN</b> , 20,000,000 <b>MAN</b> were also conditionally sold at <b>presale</b> ; as a result, only 50,000,000 <b>MAN</b> will be available for the <b>Main Sale</b> , which is also the <b>Hard Cap</b>
" <b>Soft Cap</b> " for the <b>Main Sale</b> , or to be applied at the discretion of the Foundation	Completing sale of 20,000,000 <b>MAN</b> during the <b>Main Sale</b>
Gross Proceeds of the <b>Hard Cap</b> during <b>Main Sale</b>	Completing sale of 50,000,000 <b>MAN</b> and receiving ETH equivalence of USD 18 million to USD 19.62 Million during the <b>Main Sale</b>
Gross Proceeds of the <b>Soft Cap</b> during <b>Main Sale</b>	Completing sale of 20,000,000 <b>MAN</b> and receiving ETH equivalence of USD 7.2 Million during the <b>Main Sale</b>

### **Expected Timetable**

Information Memorandum Published	On or before 15 January 2018
Announcement of final price per <b>MAN</b> for <b>MTS</b> and <b>conversion ratios of ETH to MAN</b> (" <b>Announcement Date</b> ")	Before UTC 04.00 on 16 January 2018. For the avoidance of doubt, the applicable exchange rate for the price will be based on the <b>Closing Exchange Rate</b>
Start of the Contribution Window	<b>UTC 04.00 on 16 January 2018</b>
End of Contribution Window	<b>UTC 23.59 on 15 February 2018</b> or earlier at the discretion of the Foundation
Distribution of <b>MAN</b> for <b>MTS</b> (" <b>Distribution Date</b> ")	<p><i>For Purchasers purchasing directly from the Foundation ("<b>Direct Purchasers</b>"):</i> Upon receipt of contribution and subject to Know Your Customer ("<b>KYC</b>") and Anti Money Laundering ("<b>AML</b>") verifications</p> <p><i>For Purchasers purchasing from authorized distributors ("<b>Distributor Purchasers</b>"):</i> Subject to the Distributors' own arrangements, but no earlier than 22 February 2018</p>

## 1. PARTICIPATION IN THE CAMPAIGN

- i) Terms applicable to all Purchasers
  - a. Participation in the Campaign is entirely on a voluntary basis. The following actions will not be deemed as a commitment or obligation to participate in the Campaign or purchase any MAN:
    - Visiting [www.matrixchain.io](http://www.matrixchain.io) (the “Website”);
    - Registering himself/herself with the Website;
    - Requesting or reading any materials (such as this Information Memorandum or the White Papers) made available by the Foundation; or
    - Communicating with the Foundation in any manner.
  - b. If a Purchaser is a citizen, tax or permanent resident of a country where the purchase or ownership of cryptographic tokens are prohibited, restricted or requires registrations of any kind (“**Restricted Purchaser**”), he shall not participate in the Campaign.
  - c. In cases where the Foundation discovers the purchase of MAN by any Purchaser violate any applicable regulatory requirements, including but not limited to **AML** and counter-terrorism financing, such purchase shall be deemed invalid with retroactive effect. The Foundation reserves the rights to immediately deny the relevant person’s ability to participate in the Campaign, cancel delivery of any MAN and request full return of any MAN that has already been delivered. Such actions will be irrespective of any contribution that could have been made by that Purchaser.
  - d. The Foundation reserves the right to reject any contribution at its absolute discretion.
  - e. Each Purchaser shall be fully responsible for keeping their cryptographic token wallet (including private keys) confidential, secure and intact at all times. The Foundation will not be held liable for the cryptographic token wallet of any Purchaser. Should any of these wallets be lost, compromised or stolen, the delivery of purchased MAN for MTS may fail, become impossible or be incorrectly sent.
- ii) Specific terms and arrangements applicable to Direct Purchasers
  - a. Each Direct Purchaser must remit the contribution to the ETH address as announced by the Foundation. The smart contract will immediately return the applicable number of MAN for MTS to the address from which the ETH was received (“**Direct Purchaser’s Wallet**”).
  - b. **WARNING:** Direct Purchasers must not send ETH from an exchange or hosted wallet to the Foundation. Otherwise the Foundation’s smart contract will return the applicable MAN to the address of the exchange or hosted wallet and the Direct Purchaser may not be able to retrieve their MAN.
  - c. MAN cannot be mobilized or transferred from the Direct Purchaser’s wallet until
    - The Tokens are unlocked as a result of successfully completing the **Soft Cap** and
    - when all **KYC** and **AML** verifications are deemed to be satisfied by the Foundation if required; whichever is later.
  - d. In order to complete the Foundation’s **KYC** and **AML** verifications, Direct Purchasers are required to:
    - register on the Website; and
    - submit all information as instructed.
  - e. Once the **KYC** and **AML** verifications are satisfied, Direct Purchasers will be informed to transfer the ETH to the address as announced by the Foundation.
- iii) Specific terms and arrangements applicable to Distributor Purchasers
  - a. The Foundation shall not be bound by, and hereby disclaims any liability under any separate agreements (including but not limited to terms and conditions) between a Distributor Purchaser and a Distributor (“**Distributor Agreements**”). Unless otherwise specified in this Information Memorandum, should there be such Distributor Agreements, this Information Memorandum shall take precedence over these Distributor Agreements.
  - b. Distributor Purchasers should follow all contribution instructions as advised by their Distributors.

- c. Upon receiving contributions from a Distributor, the Foundation will deliver the MAN to the Distributor.
- d. All Distributors' MAN will be delivered on/before 22 February 2018.
- e. It is possible that Distributors may impose their own restrictions on these MAN. The release of these MAN for MTS will be subject to the Distributors' terms and conditions.
- f. Distributors will allocate and deliver the applicable MAN for MTS to their Distributor Purchasers according to their terms and conditions. Distributors are solely responsible for such deliveries to Distributor Purchasers. The Foundation has no control over these deliveries and therefore cannot be held responsible.

## 2. REPRESENTATIONS AND WARRANTIES

- i) By participating in the Campaign, each Purchaser represents and warrants that:
  - a. All information submitted by such Purchaser to the Foundation or the Distributor (if they are a Distributor Purchaser) is true, complete, valid and non-misleading;
  - b. Such Purchaser is not a Restricted Purchaser;
  - c. Such Purchaser is permitted by the laws of any jurisdiction applicable to such Purchaser to participate in the Campaign and is legally permitted and capable to acquire, receive and hold cryptographic tokens;
  - d. Such Purchaser is of sufficient age to participate in the Campaign and is a person with full civil capacity of conduct under the laws of the jurisdiction where such Purchaser is domiciled or maintains citizenship;
  - e. Such Purchaser is a sophisticated and experienced trader, expert, technician and/or professional in the fields of distributed ledger technology and cryptographic tokens and such Purchaser is fully aware of the risks associated with the development and use of MAN;
  - f. Such Purchaser's participation in the Campaign is entirely voluntary and the decision to participate is based wholly on such Purchaser's own independent judgment without being coerced, solicited or misled by anyone else; such Purchaser does not require any consent, approval, order or authorization of, or qualification, registration, declaration, designation or filing with, governmental authority or agent of any kind in relation to such Purchaser's participation in the Campaign;
  - g. Such Purchaser is experienced in and fully capable of operating, maintaining and safekeeping the cryptographic token wallet private key out of which such Purchaser makes any contribution for purchasing the MAN for MTS and it is the beneficial owner of such cryptographic token wallet and its tokens;
  - h. Such Purchaser only uses such cryptographic tokens as lawfully acquired through mining and/or trading to make contribution in the Campaign and does not participate in the Campaign for any money-laundering, terrorism financing or other illegal purpose;
  - i. Such Purchaser has thoroughly reviewed and comprehended this Information Memorandum and the White Papers in full (in particular, the risk factors set forth in Chapter II in this Information Memorandum) as well as any other information that has been made available by the Foundation; and
  - j. Such Purchaser's rationale for acquiring MAN is primarily based on expected future usage of MAN's designed functions and propositions and such Purchaser specifically disclaims that his/her purchases of MAN are without expectation of any profit, capital gain or financial yield or any participation in the ownership of the Foundation and does not contemplate to use MAN for any financial, speculative, illegal, immoral or unethical purpose.
- ii) All the above representations and warranties made by a Purchaser are true, accurate, complete and non-misleading on and from the date of such Purchaser making a contribution during the Campaign and thereafter. The Foundation reserves the rights to deny and invalidate the contribution by, and withhold the distribution of relevant MAN for MTS from, any Purchaser who has made a false, incomplete or misleading representation

in the sole judgment of the Foundation.

### 3. MAN FOR MTS

- i) The number of the MAN for MTS is one hundred and Fifty million (150,000,000), of which an aggregate of 80,000,000 MAN have already been purchased by early participants before 6 January 2018, and 20,000,000 MAN have been conditionally purchased during presale from 6 January 2018 to 9 January 2018, and 50,000,000 MAN will be offered for sale during the official **ICO**.
- ii) At the sole discretion of the Foundation, the Token Sale may be closed in advance of the **Conclusion** at any time upon the achievement of the Soft Cap i.e. twenty million (20,000,000) MAN for MTS have been sold during the official **ICO**. Any unsold MAN for MTS as a result of such early closing will be available for future sales or allocation by the Foundation.
- iii) Out of the MAN for MTS, each Purchaser can purchase any number of MAN (rounded to the eighteenth decimal place). However, due to technical constraints, there may be limits on the quantity of ETH that can be remitted from each unique address.
- iv) For Distributor Purchasers, to the extent that their Distributor has been provided with a fixed amount of MAN for MTS available for distribution, their purchase amount will be subject to the remaining number of the MAN for MTS that has not been sold by their Distributor.

### 4. PRICE

During the official **ICO**, the price of each MAN for MTS will be either **USD 0.36**, or **USD 0.396**, or **USD 0.432** depending on various phases of subscription, and the **conversion ratios** of ETH to MAN will be based on the **Closing Exchange Rate**. Should the exchange rate be unusable on **Announcement Date**, the directors of the Foundation will select alternative sources in their sole discretions.

The Token Sale will only be priced in ETH during the official **ICO**. For the avoidance of doubt, no actual USD or any other fiat currencies will be accepted by the Foundation. However, Distributors may provide alternative arrangements and such arrangements will be subject to the Distributors' terms and conditions. Also, no spot or forward exchange rates available on any exchange or other market shall be binding on the Foundation.

### 5. CONTRIBUTION

- i) Applicable to all Purchasers
  - a. By remitting a contribution, a Purchaser shall be deemed as having accepted and agreed to purchase the MAN for MTS in accordance with the terms and conditions of the Token Sale as set out in this Information Memorandum. Such purchase will become binding upon the delivery of MAN by the Foundation.
  - b. For the avoidance of doubt, (a) ETC (the native cryptographic tokens on the blockchain of the Ethereum Classic) or any cryptographic tokens resulting from any further forking of the Ethereum Classic after the date of this Information Memorandum will not be deemed as identical or equivalent to ETH; and (b) should the ETH blockchain be forked after the date of this Information Memorandum, the Foundation shall have the absolute discretion to determine the cryptographic token of which branch resulting from that forking and the amount would be accepted. The Foundation will announce its choice and decision as and when appropriate.
  - c. Purchasers are responsible for all costs relating to their connections to the Foundation, including its Website.
- ii) Specific arrangements for Direct Purchasers
  - a. The smart contract to be made available shall only accept contributions in ETH during

- the official ICO.
- b. In order to remit a valid contribution, each Direct Purchaser is required to send ETH during official ICO to the ETH address as instructed by the Foundation. Arrangements and consequences for late contributions are stipulated in Section 7 below.
  - c. A contribution by any Direct Purchasers shall be considered as completed as determined by the Foundation at its sole discretion. Any double spending attempt when making a contribution will be deemed as fraud and will not be recognized by the Foundation as a valid contribution, nor will it entitle the sending Purchaser to claim any MAN.
  - d. Unless otherwise stated in this Information Memorandum, contributions made by Direct Purchasers are irrevocable and not refundable under any circumstances.
- iii) Specific arrangements for Distributor Purchasers
- a. Once an account is opened with the Distributor, Distributor Purchasers may remit other fiat currency or other type of cryptographic tokens to their Distributor if such Distributor accepts them. However, in doing so Distributor Purchasers will be wholly liable for any costs as imposed by their Distributor (including but not limited to exchange and transaction fees in order for their contributions to be converted into ETH).
  - b. All remittance between a Distributor Purchaser and their Distributor will be subject to the terms and conditions of such Distributor, of which the Foundation cannot be held responsible.
  - c. Arrangements of refunds from a Distributor, if any, shall also be subject to the terms and conditions of the Distributor, of which the Foundation cannot be held responsible.

## 6. ADDRESS FOR RECEIVING CONTRIBUTIONS

For Direct Purchasers, the address to receive contributions for the MAN for MTS will be determined and disclosed by the Foundation. Each Direct Purchaser shall remit their contribution to such address directly from their Direct Purchaser's Wallet. This is the only valid address for receiving contributions for the MAN for MTS for Direct Purchasers. Contribution sent to any other address will not be recognized by the Foundation as a valid contribution. Such contribution will not entitle the sending person any claim of MAN for MTS.

For Distributor Purchasers, the applicable contribution method(s) and/or addresses will be announced by their Distributors. The Foundation accepts no responsibility over contributions made by Distributor Purchasers to their Distributors.

## 7. CONTRIBUTION WINDOW

For Direct Purchasers, the period to purchase and contribute to the MAN for MTS during the official ICO (the "**Contribution Window**") will be open from UTC 04.00 on 16 January 2018 through and until the earliest of the following dates ("**Conclusion Date**"):

- i) UTC 23.59 on 15 February 2018; or
- ii) The early closing of the **Main Sale** at the sole discretion of the Foundation upon the achievement of the Soft Cap; or
- iii) The Foundation having received sufficient contributions for all of the MAN for MTS.

No contribution will be accepted on or after Conclusion Date. Late contribution will be rejected by the Foundation's smart contract.

For Distributor Purchasers, Distributors are solely responsible for the refund arrangement of any late contributions received by them. The Foundation accepts no responsibility over such refunds.

## 8. CUSTODY OF PROCEEDS FROM TOKEN SALE

All the Token Sale proceeds received by the Foundation during the Contribution Window will be held under cold storage or Hardware Security Module (“HSM”) devices of Bitcoin and Ethereum wallets. The keys to which will be controlled by the directors of the Foundation. After Conclusion Date, the Foundation shall be entitled to transfer the Token Sale proceeds to any other wallets or in any fiat or non-fiat currency at its absolute discretion.

## 9. TERMINATION EVENTS

Without contrary to anything contained herein, the Foundation shall be entitled to terminate the Campaign if any of the following events occurs:

- i) With or without reasons, the Foundation elects to cease the development of the Matrix Blockchain prior to the Token Launch by making an announcement;
- ii) With or without reasons, the Foundation elects to terminate the Campaign prior to the close of the Contribution Window by making an announcement;
- iii) The development of Matrix Blockchain is required by any applicable law or regulations to terminate before the Token Launch;
- iv) The Foundation being notified by any government in any jurisdiction that the Campaign is under investigation, prohibited, banned or forced to cease; and
- v) The development of Matrix Blockchain discontinues prior to the Token Launch due to any force majeure event and the Foundation cannot reasonably expect resumption will take place within three (3) months.

The Foundation shall retain its full discretion to declare termination of the Campaign upon the occurrence of any of the above events while the Purchasers shall not be entitled to object to or deny the decision made by the Foundation.

## 10. ACTIONS UPON TERMINATION

Upon termination of the Campaign, the Foundation will, within the calendar month immediately after such announcement, refund its received Token Sale proceeds (net of expenses) to Direct Purchasers. For a Distributor Purchaser, the Foundation will refund to their Distributor within the calendar month immediately after such announcement the amount the Foundation received from that Distributor. The Distributor will in turn arrange for refunds with its Distributor Purchaser according to its terms and conditions. The Distributor is solely responsible for returning the full amount it received from Distributor Purchasers. The Foundation accepts no responsibility for such refunds to the Distributor Purchasers.

If the Foundation have already converted some or all the ETH proceeds into any fiat currency or other cryptographic tokens, the Foundation shall only be obliged to use the resulting amount in fiat currency or cryptographic tokens to purchase ETH (as the case may be) at the then prevailing market price before refunding the so acquired ETH on a pro rata basis.

Other than as set forth in this section, the Foundation shall have no obligation whatsoever to any Purchaser for the termination of the Campaign.

## 11. SURVIVAL

Notwithstanding the termination of the Campaign:

- i) the representations and warranties made by each Purchaser shall remain true, complete, accurate and non-misleading; and
- ii) the risk factors as set forth in Chapter II “Risk Factors” shall survive.

This Section 11 “Survival” shall survive the termination of the Campaign to remain binding and

effective.

## 12. NO REDEMPTION

Given MAN is not securities of any kind nor does it represent any legal or contractual right, neither the Foundation nor anyone else is obliged to redeem or purchase any MAN from any Purchaser at any time. As a virtual token, MAN is not intended to be redeemed, purchased or otherwise transacted for profit.

## 13. PRE-DELIVERY ASSIGNMENT

MAN for MTS that are purchased by a Purchaser shall be claimed by that Purchaser only. No Purchaser shall have the rights to assign or transfer, or attempt to assign or transfer, his right to claim any MAN for MTS hereunder to any other person, no matter with or without consideration. All such assignments are strictly prohibited and will be deemed invalid and will not be recognized by or binding on the Foundation.

## 14. POST-DELIVERY ATTENTION

Each Purchaser shall have the sole responsibility to attend and exercise due care to the MAN for MTS delivered to him. In particular, it is imperative that any private key(s) relating to his cryptographic token wallet are stored securely. The Foundation shall not be liable whatsoever for any MAN loss or theft after delivery to the Purchaser, regardless the reason for such loss or theft.

## IV. MISCELLANEOUS

### 1. NO REPRESENTATION OR WARRANTY

The Foundation disclaims and makes no representation or warranty with respect to the Campaign, Matrix Blockchain or MAN (including but not limited to its merchantability or fitness for any particular purpose), except those expressly specified herein. Each Purchaser's decision to participate in the Campaign and purchase any MAN shall be made based on such Purchaser's own knowledge of the Foundation, Matrix project, MAN and the information disclosed herein or in the White Paper. Notwithstanding the generality of the foregoing, each Purchaser will, upon Token Launch, accept MAN and the purchased MAN on an "as is" basis, irrespective of its technical specifications, parameters, performance or function.

### 2. NO LIABILITY

The Foundation expressly disclaims any liability, and shall under no circumstances be liable to any person, in connection with or arising out of:

- i) Any person's participation in the Campaign in violation of any regulatory requirements imposed by any jurisdictions that may be applicable to them. Such regulatory requirements include but not limited to those relating to anti-money laundering and counter-terrorism financing initiatives;
- ii) Any person's participation in the Campaign that may violate any warranty, representation, covenant, obligation or other provision under this Information Memorandum, and the failure or inability to retrieve their contribution or to claim relevant purchased MAN for MTS that may result;
- iii) Termination of the Campaign for whatever cause;
- iv) Any actions affecting a Distributor Purchaser's participation in the Campaign;
- v) Failure, termination or abandonment of MAN and/or Matrix development and any failure to deliver the purchased MAN for MTS to the Purchasers that may result;
- vi) Postponement or rescheduling of MAN and/or Matrix development and any failure to meet any anticipated milestone that may result;
- vii) Any flaw, error, bug, weakness or defect or otherwise of the source code of MAN;
- viii) Any malfunction, instability, breakdown, paralysis, rollback or hardforking of the blockchain on which MAN and/or Matrix is connected to and/or based upon;
- ix) Failure of MAN and/or Matrix to be used in any specific way or meet any specific purpose;
- x) The utilization of any or all of the proceeds raised through the Campaign;
- xi) Failure to timely and wholly disclose any information with regards to developments of MAN and/or Matrix Blockchain;
- xii) Any Purchaser's divulgence, destruction or loss of the private key relating to such Purchaser's cryptographic tokens or cryptographic token wallet;
- xiii) Trading of MAN by any person or entity, regardless whether it may be speculative in nature;
- xiv) Listing or delisting of MAN on or from any exchange, including but not limited to cryptographic token exchanges;
- xv) MAN being treated or classified by any government, quasi-government, authority or public body (including but not limited to regulatory body of any jurisdiction) as a type of security, currency, commodity, commercial paper, negotiable instrument, investment or otherwise that may be banned, regulated or subject to certain legal restrictions and/or approval processes;
- xvi) Any smart contracts, applications or services created on, operated on or connected to

Matrix Blockchain; or  
xvii) Any direct and indirect outcome resulted from the risk factors disclosed in this Information Memorandum. This also includes any subsequent claim, damage, liability, loss, punishment, cost or other adverse impact that is associated with, caused by, in connection with, consequential to or incidental to that particular risk factor.

### 3. TAX

Each Purchaser shall take full responsibilities to declare, bear and pay all such taxes, duties, imposts, levies, tariffs and surcharges that might be imposed by the laws and regulations of any jurisdiction as a result of or in connection with the receipt, holding, use, purchase, appreciation, trading, remittance or disposal of MAN (no matter whether purchased during the Campaign or otherwise acquired). And each Purchaser shall be solely liable for all such penal consequences, claims, fines, penalties, liabilities or otherwise arising from his underpayment, undue payment, belated payment or non-payment of any relevant tax. The Foundation does not give any advice on tax related matters and makes no representation as to the tax implication, if any, of any Purchaser's participation in the Campaign. It is the responsibility of each Purchaser to consult his tax advisors before purchasing MAN during and after the Campaign.

### 4. NO WAIVER

From time to time, the Foundation may fail to require, or strictly enforce a Purchaser's compliance in relation to any provision in this Information Memorandum. The Foundation may also fail to exercise any or all of its rights empowered herein. Such failure shall not be construed as a waiver or relinquishment of the Foundation's right to assert or rely upon any such provision or right in that or any other instance. If applicable, an express waiver given by the Foundation of any condition, provision, or requirement of the Information Memorandum shall not constitute a waiver of any future obligation to comply with such condition, provision or requirement.

### 5. SEVERABILITY

If any portion of this Information Memorandum is held to be illegal, unenforceable or invalid, whether in whole or part, under the laws of any jurisdiction, such illegality, unenforceability or invalidity shall not affect the legality, enforceability or validity of the rest of the Information Memorandum in that jurisdiction, nor the legality, enforceability or validity of the Information Memorandum in any other jurisdiction.

### 6. TITLES AND SUBTITLES

The titles and subtitles used in this Information Memorandum are provided for convenience only and should not be considered in construing or interpreting this Information Memorandum.

### 7. JURISDICTION

The Campaign is drafted and circulated worldwide via the Website and has not been registered under any law of any jurisdiction. The Purchasers may be from any jurisdiction in the world except for countries where the Token Sale, the distribution or use of the information set out in this Information Memorandum or the acquisition or ownership of crypto-tokens would be contrary to law or regulation of such jurisdiction.

### 8. GOVERNING LAW AND DISPUTE RESOLUTION

The Token Sale shall be governed by and construed in accordance with the law of Hong Kong and a Purchaser shall irrevocably submit to the jurisdiction of the courts of Hong Kong in respect of any dispute arising out of or in connection with the Token Sale.

[END OF THE MAIN SECTION OF THE INFORMATION MEMORANDUM]

## V. APPENDIX – MATRIX BUSINESS WHITE PAPER