



**LEGAL AGREEMENT
(GENERAL TERMS AND CONDITIONS)
OF
WELLCoin (#WLX) TOKEN SALE
Last updated: 22.09.2020**

PLEASE READ CAREFULLY THESE GENERAL TERMS AND CONDITIONS AS THEY AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. IF YOU DO NOT AGREE WITH THESE GENERAL TERMS AND CONDITIONS, YOU MUST NOT ACCESS OR USE THE WEBSITE AVAILABLE IN THE INTERNET VIA <https://well-cash.com> OR BUY #WLX TOKENS.

These Legal Agreement (General Terms & Conditions), hereinafter referred to as the “Terms”, “Agreement”, including any and all Additional Documents, constitute a legally binding agreement between the HAMRICK Ltd., the International Business Company (IBC), incorporated under Belize jurisdiction, registration number 155910, legal address: Corner Hutson and Eyre street, Blake Building, Suite 302, Belize City, Belize, business address: Alpha House, 100 Borough Street, London, SE1 1LB, UK (hereinafter “Company,” “WELLCash™”, “we,” “us”) the administrator of the WELLCash™ trademark and the owner of the website available in the Internet via <https://well-cash.com> (hereinafter “Website”) and any and all Participants as defined herein in Definitions Section.

By the fact of the Website use and/or WELLCoin Tokens (hereinafter “#WLX”) purchase the respective Participant, agree that he fully read, understood and irrevocably accepted these Terms. If any Participant does not agree with these Terms in general or any part of them, such Participant should withhold from using the Website <https://well-cash.com> and/or purchase of #WLX Tokens as defined herein in Definitions Section.

Unless otherwise stated herein, these Terms govern to Participant’s purchase of #WLX Tokens from Company during the Distribution Period and use of #WLX Tokens in connection with providing or receiving Services. Company may use third party services to process the Token Sale and any rules applicable by third party described in these Terms to such processing of #WLX Tokens should also be applicable in addition to these Terms.

1. DEFINITIONS

1.1. **Account** – a User’s account at the site <https://well-cash.com> , which can be used to buy #WLX Tokens. A User receives the access to an Account upon registration on the Website <https://well-cash.com> . Only authorized Users have a right to buy #WLX Tokens on the Terms provided herein.

1.2. **Agreement** – these Terms and all other operating rules, policies, and procedures that are published on the Website (including privacy policy, cookie policy etc.).

1.3. **Ethereum or ETH** – a consensus network that enables a new payment system and a completely digital money; the decentralized payment network that is powered by its users with no central authority or middle men.

1.4. **Blockchain** – type of distributed ledger, comprised of unchangeable, digitally recorded data in packages called blocks.

1.5. **WELLCoin Initial Tokenized Assets Offering (WELLCoin ITAO)** – distribution period from July 1st 2019 to June 30th 2023 in several (six) Rounds when the User is able to buy **#WLX Tokens**.

1.6. **WELLCoin, #WLX, #WLX Token** – cryptographic token, which is a software product (digital resources), created by the Company as a proof of membership of their holders in the **WELLCash™** system and blockchain platform (not in legal entity). **#WLX Tokens** is not similar to usual securities, and shall not be considered as such. They are the Tokens that will be used on the payment system **WELLCash™** and blockchain platform and give to their holder the right to receive a part of the **WELLCash™** system profit.

1.7. **User, Participant, you** – anyone who uses the Website, with or without prior registration and authorization.

1.8. **Website, Platform** – the site <https://well-cash.com>

2. GENERAL INFORMATION.

2.1. These Terms are a legally binding Agreement between you, the User, on the one part, and the Company, on the other part, also individually referred to as a “Party” and collectively as the “Parties”.

2.2. These Terms define basic mutual rights and obligations of the Company and the Users, either registered or just visiting certain pages of the Website, during their use of the Website, including but without limitation, for the purpose of buying the **#WLX Tokens**.

2.3. By using the Website, the Users accept these Terms in full and agree to be bound thereby and comply therewith.

2.4. These Terms are effective at the time the Users begin using the Website. The Users may withdraw from their obligation under the Terms at any time by discontinuing the use of the Website.

2.5. The User acknowledges and accepts that:

2.5.1. these Terms are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at The Company’s sole discretion, by updating this posting at the “Last Updated” section; the User’s continued use of the Website after the amendments etc. shall constitute the User’s consent hereto and acceptance hereof; - the Company reserves the right, at its own and complete discretion, to modify or to temporarily or permanently suspend or eliminate the Website, and/or disable any access to the Website.



2.5.2. by using this Website, you covenant, represent, and warrant that: you are of an age of majority to enter into this Agreement, meet all other eligibility and residency requirements, and are fully able and legally competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth herein and to abide by and comply herewith; - you are aware of all the merits, risks and any restrictions associated with cryptographic tokens (their buying and use), cryptocurrencies and Blockchain-based systems, as well as you know how to manage them, and you are solely responsible for any evaluations based on such your knowledge; - you have necessary and relevant experience and knowledge to deal with cryptographic tokens, cryptocurrencies and Blockchain-based systems, as well as you have full understanding of their framework.

2.5.3. you shall not use the Website if you are prohibited under the applicable law from using it. In particular, should any limitation or prohibition as to your purchase or use of any amount of the #WLX Tokens exist under the applicable law, we persistently recommend you not to use this Website and not to buy #WLX Tokens.

3. THIRD PARTY WEBSITES AND SERVICES

3.1. The pages of the Website may contain links to third-party websites and services. Such links are provided for your convenience, but their presence does not mean that they are recommended by the Company. In addition, the Company does not guarantee their safety and conformity with any user expectations. Furthermore, we are not responsible for maintaining any materials referenced from another site, and makes no warranties for that site or this service in such context.

3.2. The Company assumes no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content, goods or services available on or through any such third-party websites and resources.

4. INDEMNIFICATION

4.1. To the extent allowable pursuant to Applicable Law, the Participant shall indemnify, defend, and hold the Company and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against the Company arising out of a breach of any warranty, representation, or obligation hereunder.

4.2. The Participant shall not have any claim of any nature whatsoever against Company for any failure by Company to carry out any of its obligations under these Terms as a result of causes beyond its control, including but not limited to power failure, Internet Service Provider failure, acts of God, epidemic, pandemic, civil unrest, fire, flood, droughts, storms, earthquakes, collapse of buildings, explosion or accident, acts of terrorism, acts of war, governmental action, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or any other event that is beyond the absolute and direct control of the Company.

ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO YOUR USE OF THE WEBSITE AND BUYING OF ANY NUMBER OF THE #WLX TOKENS AND THEIR USE.

5. DISCLAIMER OF WARRANTIES AND LIMITATION OR LIABILITY

5.1. THIS WEBSITE AND THE **#WLX TOKEN** ARE PROVIDED ON AN “AS IS” BASIS AND WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. YOU

5.2. YOU HEREBY EXPRESSLY AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, THE COMPANY DOES NOT ACCEPT ANY LIABILITY FOR ANY DAMAGE OR LOSS, INCLUDING LOSS OF BUSINESS, REVENUE, OR PROFITS, OR LOSS OF OR DAMAGE TO DATA, EQUIPMENT, OR SOFTWARE (DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHERWISE), RESULTING FROM ANY USE OF, OR INABILITY TO USE, THIS WEBSITE OR THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR CONTENT ON THIS WEBSITE, FROM BUYING OF THE **#WLX TOKENS** OR THEIR USE BY THE USER, REGARDLESS OF THE BASIS, UPON WHICH THE LIABILITY IS CLAIMED AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

5.3. YOU UNDERSTAND AND AGREE THAT THE COMPANY SHALL NOT BE HELD LIABLE TO AND SHALL NOT ACCEPT ANY LIABILITY, OBLIGATION OR RESPONSIBILITY WHATSOEVER FOR ANY CHANGE OF THE VALUE OF THE **#WLX TOKEN** OR ETHS. THE COMPANY SHALL NOT PROVIDE THE USER REFUND POSSIBILITIES (PAYOUT LIQUIDITY) FOR PURCHASED **#WLX TOKENS**. THE USER UNDERSTANDS AND EXPRESSLY AGREES THAT THE COMPANY SHALL NOT GUARANTY IN ANY WAY THAT THE **#WLX TOKENS** MIGHT BE SOLD OR TRANSFERRED DURING OR AFTER THE DISTRIBUTION PERIOD.

5.4. AT ANY CASE, TOTAL AMOUNT OF OUR AGGREGATE LIABILITY HEREUNDER MAY NOT EXCEED 1,000,000 (ONE MILLION) US DOLLARS. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. YOU UNDERSTAND AND AGREE THAT IT IS YOUR OBLIGATION TO ENSURE COMPLIANCE WITH ANY LEGISLATION RELEVANT TO YOUR COUNTRY OF DOMICILE CONCERNING USE OF THIS WEBSITE AND USE AND BUYING OF THE **#WLX TOKENS**, AND THAT THE COMPANY SHOULD NOT ACCEPT ANY LIABILITY FOR ANY ILLEGAL OR UNAUTHORIZED USE OF THIS WEBSITE AND USE AND BUYING OF THE **#WLX TOKENS**. YOU AGREE TO BE SOLELY RESPONSIBLE FOR ANY APPLICABLE TAXES IMPOSED ON TOKENS PURCHASED HEREUNDER.

5.5. THE COMPANY DOES NOT WARRANT OR REPRESENT THAT ANY INFORMATION ON THE WEBSITE IS ACCURATE OR RELIABLE OR THAT THE WEBSITE WILL BE FREE OF ERRORS OR VIRUSES, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE COMPANY SHALL NOT BE LIABLE FOR UNINTERPRETED AVAILABILITY OF THE WEBSITE AT ALL TIMES, IN ALL COUNTRIES AND/OR ALL GEOGRAPHIC LOCATIONS, OR AT ANY GIVEN TIME.

5.6. YOU UNDERSTAND THAT **#WLX TOKEN**, WELLCoin, BLOCKCHAIN TECHNOLOGY AND OTHER ASSOCIATED AND RELATED TECHNOLOGIES MAY BE EFFECTED BY ADVERSE CHANGES IN THE MARKET, FORCE MAJEURE OR OTHER NEGATIVE CONSEQUENCES, WHICH ARE OUTSIDE THE CONTROL OF THE COMPANY.



5.7. YOU ACKNOWLEDGE THAT THERE ARE FOLLOWING RISKS ASSOCIATED WITH UTILIZING **#WLX TOKEN** AND FUTURE PLATFORM INCLUDING:

- 5.7.1. FAILURE OF HARDWARE, SOFTWARE AND INTERNET CONNECTIONS;
- 5.7.2. REGULATORY ACTIONS IN ONE OR MORE JURISDICTIONS;
- 5.7.3. THAT THIRD PARTIES MAY OBTAIN UNAUTHORIZED ACCESS TO INFORMATION INCLUDING YOUR CRYPTOGRAPHIC UNIQUE ID ATTRIBUTABLE TO YOUR USER ACCOUNT AND DCT STORED WITHIN **WELLCash™**;
- 5.7.4. CREATION OF UNOFFICIAL DUPLICATION TO **WELLCash™**;
- 5.7.5. INSUFFICIENT INTEREST IN **WELLCash™** PROJECT;
- 5.7.6. MALICIOUS SOFTWARE, WEAKNESSES OR BUGS INTRODUCTION INTO THE INFRASTRUCTURAL ELEMENTS OF **WELLCash™**;
- 5.7.7. ATTACK OF MINERS ON DCT (SUCH AS DOUBLE-SPEND ATTACKS, MAJORITY MINING POWER ATTACKS, „SELFISH-MINING“ ATTACKS OR RACE CONDITION ATTACKS);
- 5.7.8. DESTABILIZATION OF **WELLCash™** AND **#WLX TOKEN** DUE TO A DRAMATICALLY INCREASED DEMAND;
- 5.7.9. SLOWING THE TRANSACTION PROCESS TIME OF **#WLX TOKEN** DUE TO INSUFFICIENT MINING COMPUTATION RESOURCES;
- 5.7.10. TEMPORARY NETWORK INCOHERENCE;
- 5.7.11. INVESTMENT INTO **#WLX TOKEN** CAN LEAD TO LOSS OF MONEY OVER SHORT OR EVEN LONG PERIODS.

6. INTELLECTUAL PROPERTY

6.1. The Company has valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct of selling of the **#WLX Tokens** and his activities generally. In no way shall these Terms entitle any User for any intellectual property of the **WELLCoin #WLX Tokens**, including the intellectual property rights for the Website and all text, graphics, User interface, visual interface, photographs, trademarks, logos, artwork, and computer code, design, structure, selection, coordination, expression and other content connected to the Website. Arrangement of such content is owned by the Company and is protected by national and international intellectual property rights protection laws.

6.2. Unless otherwise stated, the content and information on the Website are the property of the Company. You may not download, reproduce, or retransmit any information, other than for noncommercial individual use. The Website is to be used by the Participants only. You are granted a limited, nontransferable, revocable license to view and copy the information solely for personal use only, subject to clause 6.1. of these Terms.

6.3. All intellectual property rights comprised in the information, text, graphics, logos, images, audio clips, data compilations, scripts, software, technology, sound or any other materials or works found in the Website shall vest in and remain property of the Company. You are permitted to download and print such materials from the Website for personal and noncommercial use provided that You do not breach these Terms and Conditions.

6.4. Company retain all intellectual property rights, mostly, but not limited, to copyright, over the source code forming **#WLX Tokens**.



6.5. There are no implied licenses under the Terms, and any rights not expressly granted to the Participant hereunder are reserved by the Company.

6.6. If for the purpose of any intellectual property right registration of the Company, any documentary submission or any other action is required from the Participant, the Participant must provide to the Company with the respective assistance.

7. ENTIRE AGREEMENT

7.1. These Terms are intended to fully reflect the provisions of the original agreement between the parties. No provision of the Agreement shall be considered waived unless such waiver is accepted by the party that benefits from the enforcement of such provision by action of a click in a specific check box with the text "I agree", which shall be published on the Website in such case. No waiver of any provision in the Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the Agreement will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

8. SEVERABILITY

8.1. If any term, provision, covenant or restriction of these Terms is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the Terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining Terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

9. JURISDICTION AND DISPUTE RESOLUTION

9.1. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, construed, and enforced in accordance with the laws of Scotland, U.K. (Applicable Law).

9.2. To resolve any dispute, controversy or claim between them arising out of or relating to this Agreement, or the breach thereof, the Parties agree first to negotiate in good faith for a period of not less than sixty (60) days following written notification of such controversy or claim to the other Party.

9.3. If the negotiations do not resolve the dispute, controversy or claim to the reasonable satisfaction of all Parties during such period, then the Parties irrevocably and unconditionally submit to the exclusive jurisdiction of Scotland, U.K. courts under the applicable law, as set out in clause 9.1 hereof.



10. TERMINATION AND SUSPENSION

10.1. Notwithstanding anything contained herein, the Company reserve the right, without notice and at its sole discretion, to terminate these Terms or suspend the Participants right to access the Website, including (but not limited to) in case of Participant's breach of these Terms or if the Company believes You have committed fraud, negligence or other misconduct. The Participant may terminate these Terms without notice by discontinuing use of the Website. All rights granted to the Participant under these Terms will immediately be revoked upon our termination of these Terms or Company suspension of the Your access to the Website. In the event of any Force Majeure Event (as defined in clause 4.1., 4.2.), breach of these Terms, or any other event that would make provision of services commercially unreasonable for Company, the Company may, in its own discretion and without liability to the Participant, with or without prior notice, suspend the Participant's access to all or a part of **WELLCash™** system and future blockchain platform. The Company may terminate the Participant's access to the Website in its sole discretion, immediately and without prior notice, and delete all related information and files related to such participant without liability to You, including, for instance, in the event that the Participant breach any term of these Terms. In the event of termination, the Company will attempt to return any funds stored in Your smart contract number not otherwise owed to the Company, unless Company believes the Participant has committed fraud, negligence or other misconduct.

11. MISCELLANEOUS

11.1. Any notice or other communication under the **WELLCoin #WLX Token Sale Agreement** shall be in writing and shall be considered given and received when sent by email. The Participant's official email for communication shall be deemed the email specified by the Participant during the Application for TGE. The one and only language of the communication shall be English.

11.2. The Company and its Affiliates strictly follow anti-money laundering (AML), "know Your customer" (KYC) and other banking or government regulations in respective jurisdictions. Each and any Participant fully agrees to assist the Company in fulfillment of the mentioned regulations and provide any necessary information if such is required from the Participant by the authorized authority.

11.3. Materials, such as WhitePaper, Business Plan, Development Road Map and others, published in the Website or elsewhere, are not binding and do not – unless explicitly referred to herein – form part of these Terms, and are of descriptive nature only.

11.4. The Participant will implement reasonable and appropriate measures designed to secure access to:

11.4.1. any device associated with the email address associated with the Platform;

11.4.2. private keys required to access any relevant Ethereum address.

11.5. In case the Participant suspect a security breach in any of the abovementioned, he will inform the Company immediately so the Company can take all required and possible measures to secure the Website, the Platform, **#WLX Tokens** and systems as whole.



Appendix A

OVERVIEW OF WLX TOKENS

1. The purpose of **#WLX Tokens** sale is raising funds for developing universal blockchain system and future integration existing **WELLCash™** payment system into the blockchain platform. For learn more about **WELLCash™** system and blockchain platform, please, visit: <https://well-cash.com>
2. **#WLX Tokens** are based on the Ethereum protocol and conform to the ERC-20 standard.
3. **#WLX Tokens** smart contract address will be published in due time prior to Tokens Sale.
4. The **#WLX Token** is security token, that will gives for their holders the right to receive part of the income from operation of the existing **WELLCash™** payment system and future blockchain platform.
5. The income distribution period – monthly. **#WLX Tokens** holders will get their earnings instantly to their **WELLCash™** wallet and/or Ethereum addresses during second full week of the next month, following after reporting month. First reporting period is 2021st year and first distribution period is 10th – 16th January 2022. Depending from the financial results of the **WELLCash™** system, if the operation profit of the system during first half year 2021 (Q1 – Q2, 2021) will rise US\$ 1,000,000 (one million US dollars) and above, first income distribution will be held during 12th – 18th July 2021. The 70% of all **WELLCash™** profit will be distributed between **#WLX Token** holders proportionally of their share in total **#WLX Token** supply. All necessary details and figures will be published at the **WELLCash™** official sites.
6. The **#WLX Tokens** may be purchased within the distribution period of WELLCoin ICO (ITAO - Initial Tokenized Assets Offering) set out herein and after on different exchanges and at the **WELLCash™** wallet.
7. The **#WLX Tokens** sale offering in two forms - private underwriting and open sale (ICO).
8. The WELLCoin Initial Tokenized Assets Offering (WELLCoin ITAO) period consist from 6 Distribution Rounds:
Round A – from July 1st 2019 to September 30th 2019, private underwriting
Round B – from October 1st 2020 to March 31st 2021, private underwriting
Round C – from April 1st 2021 to September 30th 2021, pre sale
Round D – from October 1st 2021 to June 30th 2022, open ICO
Round E – from July 1st 2022 to December 31st 2022, open ICO
Round F – from January 1st 2023 to June 30th 2023, final open ICO
9. During the distribution, the Company is going to sell **WLX 90,000,000** for the next fixed price:
Round A – US\$ 0.20 per WLX 1.00, supply WLX 8,100,000
Round B – US\$ 0.25 per WLX 1.00, supply WLX 900,000
Round C – US\$ 0.30 per WLX 1.00, supply WLX 2,750,000
Round D – US\$ 0.40 per WLX 1.00, supply WLX 3,750,000
Round E – US\$ 0.50 per WLX 1.00, supply WLX 4,500,000
Round F – US\$ 0.75 per WLX 1.00, supply WLX 70,000,000



10. The Client, who purchase **#WLX Tokens** during such Round, have priority right to purchase additional amount of **#WLX Tokens** during next Round (Rounds) for previous price.

11. The minimum amount to purchase is US\$ 50.00 for Round A – Round B and US\$ 7.50 for Round C – Round F and the maximum amount to purchase by one person is US\$ 50,000.00 for Round A – Round B and US\$ 100,000.00 for Round C – Round F.

12. Total supply is **WLX 120,000,000. #WLX Tokens** that shall be distributed in the following manner:

- WLX 90,000,000 shall be distributed during ITAO;
- WLX 10,000,000 shall be allocated for bonuses and bounties during open ICO;
- WLX 12,000,000 shall be retained by WELLCoin team;
- WLX 8,000,000 shall be allocated for advertising and marketing campaign during open ICO.

13. All the unsold during current Distribution Round **#WLX Tokens** will be carry out to the next Distribution Round. All the unsold after ending all Distribution Rounds (ITAO) **#WLX Tokens** will be destroyed.

14. The **#WLX Token** is the proof of its' holders' membership in the **WELLCash™** system. The **#WLX Tokens** provides their holders free circulation on the exchange markets, pay any available service in it, contribute to it with the expectation to its rising cost.

15. The **#WLX Tokens** are free to circulation and investors (holders) are able to sell and transfer **#WLX Tokens** to any individual or entity in any time. The Users (investors, holders) may trade **#WLX Tokens** on the inner market, then **#WLX Tokens** will be freely turned over on the exchange and inside **WELLCash™** system.

16. Any User who wants to buy the **#WLX Tokens** shall follow the instructions in the Client Area on the Website. To complete the purchase the User should deposit an amount that is equal to an amount of the **#WLX Tokens** he/she would like to receive. The transfer is available in Ethereum or other crypto and fiat currencies using acceptable payment methods that are specified in the Client Area.

17. The **#WLX Tokens** purchased hereunder may be sold and transferred by the User at any time via cryptocurrencies exchanges if the **#WLX Tokens** are listed in any and at the **WELLCash™** payment system.

18. By buying **#WLX Tokens** hereunder the User represents and warrants that his/her funds in no way came from illegal or unethical sources.

19. The **#WLX Token** offers limited real rights as contained in the **#WLX Token** ICO (ITAO) terms and conditions. The **#WLX Tokens** are profitable, transferable, are not refundable and may be used for speculative investment. No promises of future performance or value are or will be made in respect to the **#WLX Tokens**, including no promise of inherent value, no promise of continuing payments, and no guarantee that the **#WLX Token** will hold any particular value.

20. It is Users' responsibility to determine what, if any, taxes apply to the transactions you perform with **#WLX Tokens** and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that The Company, its members and statutory representatives and any of the developers who programmed or contributed **#WLX Token** source code are not responsible for determining whether taxes apply to your transactions or



for collecting, reporting, withholding or remitting any taxes arising from any transactions.

21. Nothing in the Terms is intended to nor shall create any partnership, joint venture, agency, consultancy or trusteeship. You and the Company, its members and statutory representatives and any of the developers who programmed or contributed to **WELLCoin™** source code are with respect to one another totally independent.

22. You hereby acknowledge that you are aware that any transaction performed on Website is irreversible. It is not anyhow possible to change or correct any parameter of any transaction once it was submitted. We strongly encourage you to check all of details of transactions prior to your confirmation that you wish to proceed with any transaction.

23. The **#WLX Token** holders have the right to get a monthly reward during every second full week of the next month, following after reporting. Reward is counted in proportion of owned tokens compared to the total supply. Reward, that in amount at least of 70% from monthly income from operation activity of the **WELLCash™** payment system and blockchain platform, is credited after submission and review of monthly report uploaded by the Company at our special interface for **#WLX Token** holders at their **WELLCash™** account.

24. The Company reserves the right to an emergency stop functionality to stop the distribution process. Use of this functionality shall remain in discretion of Company and shall only be used in limited situations, such as, but not limited to:

- a) serious security issue detected;
- b) serious network performance issue, depriving all users of equal treatment;
- c) any type of material attack on the **#WLX Tokens**, the Platform, Website or Ethereum network.

25. **#WLX Tokens** distribution will be offered only through the Website. No third-party website or a different provider except ones listed herein is allowed and has not been in any way supported, engaged, authorized or endorsed by the Company and have no relationship in any way with the Company. The only official and authorized website and **#WLX Tokens** distribution provider is the Website available in the Internet. The Participant must ensure that the URL of your web browser indicates that it is using a hypertext transport protocol secure connection ("https") and that the domain name is correct.



Appendix B

USER REGISTRATION AND ACCOUNT

1. For the purpose of buying **#WLX Tokens**, The User creates an individual account on the Website and receives a login and a password. You confirm that all information you have provided for your Account is current, complete and accurate. Registration data and other information about you are subject to the Privacy Policy available on the Website.
2. You hereby expressly consent that you are solely responsible for the use of your login and password and for everything done using your registration details. You agree to keep your login information and password private. You are solely responsible for any loss or damage you or we may suffer as a result of your failure to do so.
3. You may deactivate your registration with the Website, at any time and for any reason, by closing account from your Client Area. The Company may terminate your use of and registration with the Website at any time if you violate these Terms, at our sole discretion and without prior notice and without any liability or further obligation of any kind whatsoever to you or any other party, when we find such measures reasonable and/or necessary in a particular situation.



Appendix C

PRIVACY POLICY

1. You agree that all information, communications, materials coming from the Company are unsolicited and must be kept private, confidential and protected from any disclosure. Moreover, the information, communications and materials contained herein are not to be regarded as an offer, or a solicitation for investments in any jurisdiction which deems non-public offers or solicitations unlawful, nor to any person to whom it will be unlawful to make such offer or solicitation.

2. Like most commercial website owners, we may also use what is known as "cookie" technology. A "cookie" is an element of data that a website can send to your browser when you link to that website. It is not a computer program and has no ability to read data residing on your computer or instruct it to perform any step or function. By assigning a unique data element to each visitor, the website is able to recognize repeat users, track usage patterns and better serve you when you return to that site. For example, a cookie can be used to store your preferences for certain kinds of information or to store a password so that you do not have to input it every time you visit our Site. The cookie does not extract other personal information about you, such as your name and address. Most browsers provide a simple procedure that will enable you to control whether you want to receive cookies by notifying you when a website is about to deposit a cookie file. In addition, we may use cookies and/or devices called "web beacons" provided by our ad serving technology vendor to help manage our online advertising. The information collected via this ad serving technology is not personally identifiable.



Appendix D

RISKS

The Participant understand that **#WLX Tokens**, blockchain technology, Ethereum, Ether and other associated and related technologies are new and untested and outside of Company's exclusive control and adverse changes in market forces or the technology, broadly construed, may prevent or compromise Company's performance under these Terms.

Participant agree that no other party (including, without limitation any) may be held liable for any loss arising out of, or in any way connected with Participant's participation in the **#WLX Tokens** sale, or receiving and holding **#WLX Tokens** or such risk.

In addition to the above, the Participant also acknowledge that prior to receiving **#WLX Tokens** he have been warned of the following risks, associated with the Website, the **#WLX Tokens**, the Platform and other relevant technologies mentioned herein:

A) Legal risks regarding securities regulations

There is a risk that in some jurisdictions the **#WLX Tokens** might be considered to be a security, or that it might be considered to be a security in the future. Company does not give warranties or guarantees that **#WLX Tokens** are not a security in all jurisdictions. Each holder of **#WLX Tokens** shall bear its own legal or financial consequences of **#WLX Tokens** being considered a security in their respective jurisdiction.

Every Participant is bound to check if acquisition and disposal of **#WLX Tokens** is legal in his jurisdiction, and by accepting these Terms, each Participant undertakes not to use **#WLX Tokens** should their use not be legal in the relevant jurisdiction. If a Participant establishes that the use of **#WLX Tokens** under these Terms is not legal in his jurisdiction, You should not use the **#WLX Tokens**, not acquire them and should immediately stop using or possessing them if such case arises.

Acquiring cryptographic Tokens for personal possession and exchanging them for other cryptographic Tokens will most likely continue to be scrutinized by various regulatory bodies around the world, which has so far given mixed reactions and regulatory impact. The legal ability of the Company to provide **#WLX Tokens** and the Platform in some jurisdictions may be eliminated by future regulation or legal actions. In the event, it turns out with a high degree certainty that **#WLX Tokens** are not legal in certain jurisdiction, the Company will either:

- 1) cease operations in that jurisdiction, or
- 2) adjust **#WLX Tokens** and the Platform in a way to comply with the regulation should that be possible and viable.

B) Risks associated with Ethereum

The **#WLX Token** are based on Ethereum blockchain. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause the **#WLX Tokens** to malfunction or function in an unexpected or unintended manner. Ether, the native unit of account of the Ethereum may itself lose value in ways similar to **#WLX Tokens**, and also other ways. More information about the Ethereum is available at <https://www.ethereum.org>.



C) Risk of unfavorable regulatory action in one or more jurisdictions

Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Ethereum network and associated blockchain networks and **#WLX Tokens** could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of digital Tokens like **#WLX Tokens**, which could impede or limit their existence, permissibility of their use and possession, and their value.

D) Risk of theft and hacking

Hackers or other groups or organizations may attempt to interfere with Your Third-party Wallet, the Website or the availability of **#WLX Tokens** and Digital Assets in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks. You hereby agree that the Company shall have no liability for any such loss the Participant incur.

E) Risk of security weaknesses in the Website and/or **#WLX Tokens** source code or any associated software and/or infrastructure

There is a risk that the Website and **#WLX Tokens** may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of **#WLX Tokens**.

F) Risk of weaknesses or exploitable breakthroughs in the field of cryptography

Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies, Ethereum, **#WLX Tokens**, the Platform, which could result in the theft or loss of **#WLX Tokens**.

G) Risk of mining attacks

As with other decentralized cryptocurrencies, Ethereum blockchain, which is used for the **#WLX Tokens**, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks. Any successful attacks present a risk to the **#WLX Tokens**, expected proper execution and sequencing of **#WLX Tokens**, and expected proper execution and sequencing of Ethereum contract computations in general. Despite the efforts of Company and Ethereum Foundation, the risk of known or novel mining attacks exists. Mining Attacks, as described above, may also target other blockchain networks, with which the **#WLX Tokens** interact with and consequently the **#WLX Tokens** may be impacted in that way to the extent, described above.

H) Risk of low or no liquidity

Even though there are currently online service available, which enable possibility of exchange of cryptographic tokens between themselves, and also, some of them enable exchange of cryptographic tokens for fiat money, there are no warranties and/or guarantees given that **#WLX Tokens** will be listed or made available for exchange for other cryptographic tokens and/or fiat money, and no guarantees are given whatsoever with the capacity (volume) of such potential exchange. It shall be explicitly cautioned, that such exchange, if any, might be subject to poorly understood regulatory oversight, and the Company does give any warranties in regard to any exchange services providers. Participants might be exposed to fraud and failure



In any case, the Company will not enable exchange of **#WLX Tokens** for other cryptographic tokens or for fiat currency. Participant may not at any given time be able to acquire or dispose of its **#WLX Tokens** due to lack of liquidity.

I) Risk of loss of value

Value of **#WLX Tokens** may fluctuate and their Participants might suffer loss in value of such acquired tokens. There might be different reasons that would cause unfavorable fluctuations of the value of the **#WLX Tokens**.

J) Risk of uninsured losses

#WLX Tokens are unlike bank accounts or accounts at some other financial institutions and are entirely uninsured.

K) Risk of malfunction in the Ethereum network or any other blockchain

It is possible that the Ethereum network or any other network, to which the **#WLX Tokens** are interacting with, malfunctions in an unfavorable way, including but not limited to one that result in the loss of **#WLX Tokens**.

L) Internet transmission risks

The Participant acknowledge that there are risks associated with using the **#WLX Tokens** including, but not limited to, the failure of hardware, software, and Internet connections. The Participant acknowledge that the Company shall not be responsible for any communication failures, disruptions, errors, distortions or delays You may experience when using the Website and **#WLX Tokens**, howsoever caused.

M) Unanticipated risks

Cryptocurrencies and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that the Company cannot foresee and it is unreasonable to believe that such risks could have been foreseeable. Risks may further materialize as unanticipated.

N) Insufficient interest in the Platform and #WLX Tokens

It is possible that the **#WLX Tokens** or Platform will not be used by a large number of individuals, businesses and other organizations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of the Platform.

O) #WLX Tokens and the Platform, as developed, may not meet the Participant's expectations

The Platform is currently under development and may undergo significant changes during release their services. The Participant's expectations regarding the form and functionality of the Platform and **#WLX Tokens** may not be met upon release of new Website, deployment of the Platform, additional products and services for any number of reasons, including a change in the design and implementation plans and execution of the implementation of **#WLX Tokens**.



Appendix E

BONUS, BOUNTY AND REFERRAL CAMPAIGN

1. Sale Bonus

- 10% for purchasing WLX 500 - WLX 2,499
- 25% for purchasing WLX 2,500 - WLX 9,999
- 50% for purchasing WLX 10,000 - WLX 24,999
- 100% for purchasing WLX 25,000 - WLX 49,999
- 150% for purchasing WLX 50,000 - WLX 99,999
- 200% for purchasing WLX 100,000 and above

2. Early Bird Bonus

- 150% for purchasing during Round A from July 1st 2019 till September 30th 2019
- 100% for purchasing during Round B from October 1st 2020 till March 31st 2021
- 75% for purchasing during Round C from April 1st 2021 till September 30st 2021
- 50% for purchasing during Round D from October 1st 2021 till June 30th 2022
- 25% for purchasing during Round E from July 1st 2022 till December 31st 2022

3. Referral Campaign

Clients can earn by simply recommending (selling) to **#WLX Tokens** another. Clients will earn 10% from all referral purchases.

4. Bounty Campaign

4.1. During the WELLCoin ICO there will be distributed WLX 10,000,000 Tokens in total to a bounty rewards in next categories:

- A. TWITTER FOLLOW & REPOSTS - WLX 1,600,000;
- B. FACEBOOK FOLLOW & REPOSTS - WLX 1,600,000;
- C. BITCOINTALK SIGNATURE CAMPAIGN - WLX 1,600,000;
- D. BITCOINTALK TRANSLATION AND THREAD MODERATION - WLX 1,600,000;
- E. WRITE A POST IN YOUR BLOG/SOCIAL MEDIA ABOUT **#WLX Token** - WLX 1,600,000;
- F. HELP US PUBLISH AN ARTICLE IN THE MEDIA - WLX 2,000,000.

4.2. TWITTER FOLLOW & REPOSTS

4.2.1. Clients retweet news marked with **#WELLCoin**, **#WLX** from our official account within 5 days after their publication and not later, and do not delete them until the Round F (open ICO) ends. Total amount of **#WLX Tokens** distributed for this category is WLX 1,600,000 Tokens (eqv. US\$ 1,200,000). Each retweet will earn you the following amount of stakes:

- 29 followers and less – 1 stake
- From 30 to 99 followers - 10 stakes
- From 100 to 249 followers - 25 stakes
- From 250 to 999 followers - 60 stakes
- From 1000 to 9999 followers - 120 stakes
- 10000 followers and more - 250 stakes



4.2.2. The account must be at least 4 months old. The number of your followers is being fixed at the moment when you connect your account and doesn't change during the campaign.

4.3. FACEBOOK FOLLOW & REPOSTS

4.3.1. Just repost our posts with the **#WELLCoin**, **#WLX** hashtags. Shares to public pages and open groups in Facebook are also accepted. All reposts must be public. Total amount of **#WLX Tokens** distributed for this category is WLX 1,600,000 Tokens (eqv. US\$ 1,200,000).

4.3.2. Clients' repost news marked with **#WELLCoin**, **#WLX** from our official account within 5 days after their publication and not later, and do not delete them until the Round F (open ICO) ends. Each repost will earn you the following amount of stakes:

- 29 and less - 1 stake
- From 30 to 99 friends - 10 stakes
- From 100 to 249 friends - 25 stakes
- From 250 to 999 friends - 60 stakes
- From 1000 to 9999 friends & followers - 120 stakes
- 10000 friends & followers and more - 250 stakes

4.3.3. The account must be at least 4 months old. The number of your followers is being fixed at the moment when you connect your account and doesn't change during the campaign.

4.4. BITCOINTALK SIGNATURE CAMPAIGN

4.4.1. Total amount of **#WLX Tokens** distributed for this category is WLX 1,600,000 Tokens (eqv. US\$ 1,200,000).

4.5. BITCOINTALK TRANSLATION AND THREAD MODERATION

4.5.1. Apply through this form to book your language translation and thread moderation. You will receive 40 stakes for a translation, 20 stakes for our "big post" translation and 5 stakes per page in your thread. Total amount of **#WLX Tokens** distributed in this category is WLX 1,600,000 Tokens (eqv. US\$ 1,200,000).

4.6. WRITE A POST IN YOUR BLOG/SOCIAL MEDIA ABOUT **#WLX Token**

4.6.1. This option is for private users. Write a post about **WELLCash™** and **#WELLCoin**, **#WLX Tokens** in any language, with at least 1000 characters and containing 2 links to <https://well-cash.com>. We will class each article as standard (10 stakes), nice (25 stakes) or extraordinary (90 stakes).

4.6.2. It can be your blog or your social net personal page, for example Facebook or LinkedIn page. The article should be available to the Internet. To class your article, we will check the popularity of your blog and the quality of the content. Total amount of **#WLX Tokens** distributed in this category is WLX 1,600,000 Tokens (eqv. US\$ 1,200,000).

4.7. HELP US PUBLISH AN ARTICLE IN THE MEDIA (GOOD FOR JOURNALISTS)

4.7.1. If you are a private user, please refer to Option 4.6. This option is for big media and trendsetters. You can help us create an article or video blog on a popular media website or outlet. For example, you can write an article about **WELLCash™** and **WELLCoin** in Forbes, Coindesk, Bitcoinist, or in any other media relevant to finances and cryptocurrency.



4.7.2. We will class each article as standard (10 stakes), nice (25 stakes) or extraordinary (90 stakes) depending on the media outlet and it's reach.

4.8. HOW AND WHEN CLIENTS CAN RECEIVE BOUNTIES

4.8.1. After the final Round F (open ICO) ends, your final amount of stakes will be visible in your **WELLCash™** account. We will distribute WLX 10,000,000 Tokens (eqv. US\$ 7,500,000) in proportion to the amount of stakes each bounty campaign participant has earned in each category. For example, after counting all Twitter retweets, we will make a table where everyone who reposted will see their personal bounty stakes earned in the Twitter category. Since there are WLX 1,600,000 Tokens dedicated to the Twitter category, those coins will be distributed between all members participating the bounty campaign according to the amount of stakes they have earned. Then we will continue to the Facebook category, then BTT Signature campaign, etc.

4.8.2. To summarize, the stakes earned in each campaign will NOT be pooled together but rather the coins in each category will be divided in each category separately. The information about stakes already earned is displayed in your **WELLCash™** account. It is updated every 48 hours. Once all of the stakes are counted, you will see your **#WLX Tokens** in your **WELLCash™** account.



Appendix F

ROUND B (CURRENT ROUND) #WLX TOKENS SALE CONDITIONS

1. **Round B** duration from **October 1st 2020** till **March 31st 2021**
2. Price **US\$ 0.25** per **WLX 1.00**
3. Type of distribution – **private underwriting**.
4. Total supply for **Round B** is **WLX 900,000.00** (including bonus offer).
5. Targeted amount is **US\$ 75,000.00**
6. Minimum amount to purchase is **US\$ 50.00 (WLX 200.00)** and maximum **US\$ 50,000.00 (WLX 200,000.00)**
7. The investor will have the right to priority purchase additional **#WLX Tokens** during next Distribution Rounds on price not higher than **US\$ 0.25 per WLX 1.00**
8. Early Bird Bonus is 100% from purchased amount.
9. Sale Bonus:
 - 10% for purchasing WLX 500 - WLX 2,499
 - 25% for purchasing WLX 2,500 - WLX 9,999
 - 50% for purchasing WLX 10,000 - WLX 24,999
 - 100% for purchasing WLX 25,000 - WLX 49,999
 - 150% for purchasing WLX 50,000 - WLX 99,999
 - 200% for purchasing WLX 100,000 and above
10. Referral earnings is **10%** from all referral purchases.
11. The income distribution period – monthly. **#WLX Tokens** holders will get their earnings instantly to their **WELLCash™** wallet and/or Ethereum addresses during second full week of the next month, following after reporting month. First reporting period is 2021st year and first distribution period is 10th – 16th January 2022. Depending from the financial results of the **WELLCash™** system, if the operation profit of the system during first half year 2021 (Q1 – Q2, 2021) will rise US\$ 1,000,000 (one million US dollars) and above, first income distribution will be held during 12th – 18th July 2021. The 70% of all **WELLCash™** profit will be distributed between **#WLX Token** holders proportionally of their share in total **#WLX Token** supply. All necessary details and figures will be published at the **WELLCash™** official sites.
12. The **#WLX Tokens** can be purchased using **WELLCash™** interface from Client Area or through authorized representative or affiliate.