

**Confidential Private Placement Offering Memorandum**

***Purchase Rights for Tokens pursuant to***

***Simple Agreement for Future Tokens***

**YOU MUST READ THIS DOCUMENT BEFORE MAKING ANY DECISION TO PURCHASE WT.**

**THIS MEMORANDUM OF INFORMATION SHOULD NOT BE**

**CONSIDERED AS A RECOMMENDATION BY ANY OTHER PERSON TO PARTICIPATE IN ANY WT**

**TOKEN OFFERING OR THE WIFI NETWORK PRESENT MEMORANDUM REPRESENT THE**  
**GENERAL LEGAL UNDERSTANDING OF WT TOKEN AND WT TOKEN OFFERING**

WITHOUT LIMITING ANY OF THE ABOVE, YOU SHOULD NOT EXCHANGE ANY WT UNLESS YOU  
HAVE READ AND UNDERSTOOD THIS INFORMATION MEMORANDUM AND ALL OTHER  
RELEVANT

MATERIALS AND FULLY UNDERSTAND THE TOKEN SALE, INCLUDING AT LEAST THE  
FOLLOWING:

- THE NATURE AND PURPOSE OF THE TOKEN SALE AND ITS CYPTOGRAPHIC CONTEXT
- THE TERMS AND CONDITIONS OF THE TOKEN OFFERING
- THE PROCEDURES REQUIRED TO PURCHASE WT
- THE NATURE AND THE EXTENT OF THE RISKS TO WHICH YOU MAY BE EXPOSED AS A RESULT OF PARTICIPATING IN THE TOKEN SALE AND HOLDING WT
- THE REGULATORY, TAX AND ACCOUNTING TREATMENT OF PARTICIPATING IN THE TOKEN OFFERING AND HOLDING OF WT, AS WELL AS ANY OTHER RELEVANT IMPLICATIONS

**YOU MUST ALSO MONITOR THE <http://worldwifi.io/> WEBSITE FOR ANY ANNOUNCEMENTS  
THAT**

**RELATE TO THIS TOKEN ISSUANCE, AS THEY MAY ADD TO, OR ALTER, ITS TERMS.**

THIS INFORMATION MEMORANDUM AND RELATED MATERIALS MAY BE TRANSLATED. ANY  
TRANSLATION IS FOR REFERENCE PURPOSES ONLY AND IS NOT CERTIFIED BY ANY PERSON.  
ONLY THE ENGLISH VERSION HAS LEGAL EFFECT AND PREVAILS TO THE EXTENT OF ANY  
INCONSISTENCY.

World WI-FI PTE LTD. has prepared this Confidential Private Placement Offering Memorandum (this Memorandum”) for use by accredited investors to whom COMPANY is offering (the “**Offering**”) the opportunity to purchase the right to acquire in the future pursuant to a Simple Agreement for Future Tokens (the “**SAFT**”) units of WT tokens to be developed, produced and offered by World WI-FI PTE. LTD. (“**WT or Tokens**).

- The WT Token is a new series of Ethereum — based smart contract digital tokens issued by World WI-FI PTE. LTD. , (“COMPANY”) for USD \$0.1 per WT Token.
- World WI-FI PTE. LTD. is a newly organized Singapore Company private limited company with no operating history.

Unless the context requires otherwise, in this Memorandum the terms “**WW**,” “**the Company**,” “**we**,” “**us**” and “**our**” refer to COMPANY, and its subsidiaries and all dollar (\$) amounts set forth herein refer to United States dollars.

This confidential Private Offering Memorandum (the “**Memorandum**”) has been prepared solely for use by the prospective purchasers of WT tokens pursuant to a Simple Agreement for Future Tokens (“**SAFT**”) to be issued by COMPANY (“**COMPANY**” or the “**Company**”) with respect to certain units of WT of the Company (the “**Tokens**”) and shall be maintained in strict confidence.

Each recipient hereof acknowledges and agrees that (i) the contents of this Memorandum constitute proprietary and confidential information, (ii) Company, WiFi team and its affiliates derive independent economic value from such confidential information not being generally known, and (iii) such confidential information is the subject of reasonable efforts to maintain its secrecy. The recipient further agrees that the contents of this Memorandum are a trade secret, the disclosure of which is likely to cause substantial and irreparable competitive harm to the Company.

This Memorandum has been prepared in connection with a private offering to accredited investors of the SAFT and WT token (WT token with pre-launched status) accordingly. Each investor will be required to execute a SAFT (as amended, restated and/or otherwise modified from time to time) and investor questionnaire to effect its future investment in the Tokens. This Memorandum contains a summary of the SAFT, the Tokens and certain other documents referred to herein.

This Offering Memorandum constitutes an offering (the “Offering”) of WT Token(s) at a price of one (\$0,1) USD per WT Token by World WI-FI PTE LTD with bonus 15 %.

The WT Tokens are being offered only in those jurisdictions where they may be lawfully permitted to be offered for sale and therein only by persons permitted to sell such tokens and to those persons to whom they may be lawfully offered for sale. Upon

completion of this Offering, will use between eighty percent (80%) to ninety percent (90%) of the proceeds received from the Offering to invest in platform development and marketing of WORLD WIFI project.

The (i) pre-sale for the WT Tokens will start on December 25, 2017 and end on January 31, 2018 and (ii) the sale of WT Tokens will start February 01, 2018 and end on June 31, 2018 or such other earlier or later date as decided by World WI-FI PTE LTD.

The offer of SAFTS for the Future WT Tokens in Singapore is being made in reliance on the exemption under Section 302B (1) of the Securities and Futures Act (Chapter 289 of Singapore) (the "SFA"). It is not made in, or accompanied by, a prospectus that is registered by the Monetary Authority of Singapore (MAS) and neither WORLD WIFI nor the WT Tokens are authorized or recognized by the MAS of Singapore as a collective investment scheme. The offer of WT Tokens in the United States, is being made pursuant to Rule 506(c) of Regulation D of the Securities Act and participation in the Offering is limited to (i) inside the United States to up to ninety-nine (99) "Accredited Investors" (as defined under the Securities Act, Rule 506 of Regulation D) considered "a safe harbor" for the private offering exemption of Section 4(a)(2) of the Securities Act as amended and (ii) Non-U.S. persons (as defined in Section 902 of Regulation S under the Securities Act) in an Offshore Transaction in reliance on Regulation S of the Securities Act and applicable laws of each jurisdiction where such offer and sales occur.

This Offering Memorandum does not constitute an offer or solicitation in any country, state or other jurisdiction in which such an offer or solicitation is not authorized. The information contained in this Offering Memorandum is privileged, proprietary, and otherwise protected from disclosure. Each prospective investor, by accepting delivery (electronically or physically) of this Offering Memorandum.

### **Certain Notices:**

However, the summaries in this Memorandum do not purport to be complete and are subject to and qualified in their entirety by reference to the actual text of the relevant document, copies of which will be provided to each prospective investor upon request.

Each prospective investor should review the SAFT and such other documents for complete information concerning the rights, privileges and obligations of SAFT investors. If any of the terms, conditions or other provisions of the SAFT or such other documents

are inconsistent with or contrary to the descriptions or terms in this Memorandum, the SAFT or such other documents shall control. The Company reserves the right to modify the terms of the offering and the SAFTs and the Tokens described in this Memorandum, and the SAFTS are offered subject to the Company's ability to reject any commitment in whole or in part. The SAFTs and the Tokens have not been and will not be registered under the United States Securities Act of 1933, as amended (the "Securities Act"), or any United States state securities laws or the laws of any foreign jurisdiction. Subscriptions for SAFT Tokens may be paid in United States dollars ("USD"), Bitcoin ("ETC") or Ether ("ETH").

This Offering will end at the earlier of: (1) February 01, 2018, (2) the date at which this Offering is earlier closed by the COMPANY —I in its sole discretion, or (3) the date at which this Offering is earlier terminated by the COMPANY in its sole discretion.

#### **Cautionary Statements Regarding Forward-Looking Statements.**

Certain statements in this Memorandum constitute forward-looking statements. When used in this Memorandum, the words "may," "will," "should," "project," "anticipate," "believe," "estimate," "intend," "expect," "continue," and similar expressions or the negatives thereof are generally intended to identify forward-looking statements. Such forward-looking statements, including the intended actions and performance objectives of the Company, involve known and unknown risks, uncertainties, and other important factors that could cause the actual results, performance, or achievements of the Company in its development of the WIFI Network to differ materially from any future results, performance, or achievements expressed or implied by such forward-looking statements. No representation or warranty is made as to future performance or such forward-looking statements. All forward-looking statements in this

Memorandum speak only as of the date hereof. The Company expressly disclaims any obligation or undertaking to disseminate any updates or revisions to any forward-looking statement contained herein to reflect any change in its expectation with regard thereto or any change in events, conditions, or circumstances on which any such statement is based.

Prospective investors are not to construe this Memorandum as investment, legal, tax, regulatory, financial, accounting or other advice, and this Memorandum is not intended to provide the sole basis for any evaluation of an investment in an interest. Prior to acquiring an interest, a prospective investor should consult with its own legal, investment, tax, accounting, and other advisors to determine the potential benefits, burdens, and other consequences of such investment.



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## DEFINITIONS:

**WIFI network** – network of Users that integrates, their routers via referral links, and provide the network resources to the ordinary users and advertisers.

**Company** - World WI-FI PTE. LTD. Newly organized Singapore Company with registration number 201734448E, registration address: 419592, Windy Heights Singapore., the holding company that provides the present SAFT offering.

“**Issuer**”, “**COMPANY**” “**our**”, “**we**” or “**us**” is World WI-FI PTE. LTD. .

**Advisors** means certain persons and/or groups who provide professional advice and/or expertise relating to the Company , the Token and/or the Token Sale.

**AML/KYC Requirements** means all Financial Crime Regulation-related and other “know-your customer” requirements and procedures as determined by the Company , including demonstration of relevant residency and citizenship.

**Day** means a 24-hour period between 00:00 and 24:00 UTC.

**Digital Wallet** means any Blockchain addresses which you own on the Ethereum network.

**ETH** means Ether, the cryptographic token native to the Ethereum network. For the avoidance of doubt, it does not include Ethereum Classic.

**Financial Crime Regulation** means any applicable law or regulatory requirement pertaining to money laundering, terrorism financing, bribery, corruption, Tax evasion, fraud, the trafficking of arms, drugs, humans or wildlife, slavery, proliferation of weapons of mass destruction, or evasion of Sanctions.

**Launch** means, for the purpose of these Memorandum , 13:00 UTC on February 01, 2018, unless otherwise notified by the Company.

**Loss** means all damage, loss, cost, claim, liability, obligation or expense (including legal costs and expenses of any kind), of any kind whatsoever under any theory of liability, including direct, indirect, consequential, incidental or special losses, economic losses or loss of profits, loss of data, loss of goodwill or business reputation, cost of procurement of substitute tokens, or other intangible loss.

**WIFI WORLD White Paper** means the technical whitepaper located at the Website.

**Payment** means irrevocable payment in lawfully acquired ETH or Bitcoin of the Token Price to the Address from your Digital Wallet.

**Pre-Sale** means the offering of Tokens to a Purchaser prior to launch on terms as determined by the Company.

**Privacy Policy** means the privacy policy located at <https://simpletoken.org/privacy>.

**Proceeds** means the Payments received as part of the Token Sale.

**Project** has the meaning set out in Part C (“Key details of the Token Sale”).

**Purchaser** means you or any person who makes Payment or who purchases or holds Tokens. For the avoidance of doubt, Purchaser includes subsequent holders of Tokens in accordance with clause 14 (“Transferability”).

**Reserve Tokens** is defined in clause 3 (“Allocation of Tokens”).

**Risk Disclosure** means the risks as set out in the schedule (“Risk Disclosure”).

**Smart Contract** means the source code which comprises the basis for the protocols for the distribution of Tokens and WIFI Network interaction algorithm.

**Tax** means any tax, duty, deduction, withholding, impost, levy, fee, assessment or charge of any nature whatsoever (including, without limitation, income, franchise, value added, sales, use, excise, stamp, customs, documentary, transfer, withholding, property, capital, employment, payroll, ad valorem, net worth or gross receipts taxes and any social security, unemployment or other mandatory contributions).

**WIFI Team** means any employee of the Company and its affiliates, including any volunteer or interns.

**Terms and Conditions** means the terms and conditions contained in **Annex A** in each case, as amended, supplemented, updated or substituted from time to time.

**Token** an ERC20-compliant token issued using the Ethereum network in accordance with and subject to this Memorandum.

**Token Price** is defined in clause 6 of the Token Terms Sheet. (“Token Price”).

**USD** means United States dollars.

**User Account** means the account registered by you on the Website.

**Website** means the website located at <http://worldwifi.io/> .



**THE SAFTS AND THE TOKENS HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES LEGISLATION NOR IN EU LEGISLATION.**

Securities Act of 1933, as amended (the “**Securities Act**”), or any United States state securities laws or the laws of any foreign jurisdiction. The SAFTs will be offered and sold under the exemption provided by Section 4(A)(2) of the Securities Act and Regulation D promulgated thereunder, or to non-U.S. Persons who are not purchasing for the account or benefit of a U.S. Person as defined under Regulation S under the Securities Act, and other exemptions of similar import in the laws of the states and other jurisdictions where the offering will be made. The Company will not be registered as an investment company under the United States Investment Company Act of 1940, as amended (the “**Investment Company Act**”).

Consequently, investors will not be afforded the protections of the Investment Company Act.

The SAFTs described in this Memorandum are subject to restrictions on transferability and resale and may not be transferred or resold. Investors should be aware that they will be required to bear the financial risks of this investment for an indefinite period of time.

An investment in the SAFT and the Tokens involves a high degree of risk, volatility and illiquidity. A prospective purchaser should thoroughly review the confidential information contained herein and the terms of the SAFT, and carefully consider whether an investment in the SAFT is suitable to the investor’s financial situation and goals.

No person has been authorized to make any statement concerning the Company or the sale of the SAFTs discussed herein other than as set forth in this Memorandum, and any such statements, if made, must not be relied upon. Investors should make their own investigations and evaluations of the SAFT and the Tokens that will be delivered pursuant thereto, including the merits and risks involved in an investment therein.

## COMPANY OVERVIEW

### Issuer overview:

- Current permanent holder of WT cryptographic tokens is World WI-FI PTE. LTD. (Company), newly organized Singapore Company with registration number 201734448E, registration address: 419592, Windy Heights Singapore. The Company currently controlled by its founders Iliya Iashin (20 %) and Vladimir Gupalo (80%).
- It owns all of the WIFI related intellectual property (IP), including the source code of the WIFI software, cryptographic ledger, logos, and trademark applications associated with the name WIFI, domain names, and goodwill arising from a set of a relationships with several contractors and potential customers in the financial technology market.
- It owns all of the WIFI related intellectual property (IP), including the source code of the WIFI software, cryptographic ledger, logos, and trademark applications associated with the name WIFI, domain names, and goodwill arising from a set of a relationships with several contractors and potential customers in the financial technology market.
- Russian subsidiaries are to provide to World WI-FI PTE. LTD., software development services under certain contract conditions and provide certain rights to use WIFI Network smart contracts.
- Additionally, Russian subsidiaries will own the source code of the smart contracts and developed the Token offering ecosystem and provided the results to World WI-FI PTE. LTD., under this condition that Level Capital should exchange them to cryptocurrencies, in order to finance the Russian subsidiaries. Operating activity – by mean complete and finalize WIFI Network smart contracts.

### Project business history:

WIFI WORLD Network based on ongoing projects Adrenta and RADIUS projects , which are focused on Wi-Fi advertising and user identification on public places (airports, cafes, restaurants, shopping malls etc.).

Adrenta project is represented by Russian legal entity - Limited Liability Company “WIFI Media Partner”, the Company is a largest advertising provider in WIFI networks. Adrenta LLC is an Israeli-Russian company that provides a service that aggregates all public Wi-Fi spots and works with leading advertising

agencies in Russia, the CIS and Europe. The company was founded in 2012 by Israeli developers. The company is engaged in placing advertising in Wi-Fi networks.

"RADIUS" LLC is a Russian company providing a service based on WiFi technology, working with more than 500-hundred customers and 80 partners in Russian and CIS cities. Radius LLC provides software for authorization by phone number in public WiFi networks, as well as additional marketing opportunities. In addition "RADIUS" LLC is the operator of personal data and registered in Roskomnadzor (registration number 77-17-005711). The company operates based on the License for Telematic Communication Services No. 152665 for the period until February 21, 2022.

"RADIUS" LLC is a Wi-Fi-identification platform for public networks, as well as an online advertising platform for selling targeted traffic. Potential customers of the company: communication operators, public areas, owners of a private Wi-Fi point, event organizers. "RADIUS" LLC collaborated with Sheraton, the Gnesin Academy of Fine Arts, and others. The founders of Radius Wi-Fi are representatives of the financial sector.

## **SUMMARY OF THE WIFI WORLD PROJECT.**

WiFi Network and WT Tokens are designed as a decentralized network of routers, powered by a Blockchain and application token that represents internal currency WT token (the "**WiFi Network**").

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### **(1) WIFI PROJECT ECONOMY.**

- a)** Thus, the Network involves advertisers, ordinary users and router operators (router owners). The transaction in the Network will be conducted via an internal currency WeToken (WT) and as logical consequence; the internal currency will represent valuation of the Network Transactions.
- b)** One WeToken (WT) will be equivalent to **ten advertising views**. WeToken (herein after referred to as WT) might be converted into any cryptocurrency and any fiat currency.

#### **The algorithms of the WT token economy will be based on following actions:**

- i.** In order to get access to the Network, the router owner should receive a referral link Invite. 'The invite' represents the simple access (referral link) to the Network smart contracts infrastructure. After being entered into Network the Router owner, undertakes the certain obligation and receive certain rights according the Network smart contracts conditions.

- ii. As mentioned above, the smart contract system of the routers Network, contacted via referral links – invites that represent is a referral link connected with the user’s wallet in the system.
- iii. The referral program “Invite” that is integrated in Network works on following smart contract algorithms: Generally under the smart contract terms all wallets must pay a commission on its advertisement views to those who has linked up with them via Invite link. Accordingly, every Router owner can connect new router owners participants via his invite and make a profit from advertisement views via their routers.
- iv. The Router Owner will receive bonus tokens and the amount of the WT tokens accrued depends on the advertisement audience. The more financially reliable and targeted the audience are formed in the network, the higher the advertiser's demand is and the more the advertisers are **ready** to pay for views. Network provides to the Router owners (herein after referred to as RO) opportunity to be involved in the referral program, by simply making an agreement with other RO, under RO Invite or under other conditions.
- v. The mechanism of the identification of smart contract parties concentrated in **Invite** – a simple reference link, which provides you the access to the Network smart code architecture.
- vi. In order to launch Network into a full-fledged project, based on appropriate block chain protocol, the WIFI project team has decided to attract funds via crowdfunding based on WT token offering, structured in two rounds: Pre-sale offering, and Token offering. Without WT Token, distribution and Invite distribution the Network cannot be launched.

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(2) **ADVERTISERS ECONOMY**

Network operates on the Big Data technology used to collect and analyze non-personified data on the user activity, which allows advertisers to deliver their advertisements to those who are interested in them. The Block chain technology can make transactions between the participants of the process fast and cheap. It ensures that the parties have mutual guarantees - thanks to smart contracts - and gives advertisers reliable and transparent information on the advertising campaign conducted.

**TOKEN PRE SALE AND SAFT TERM SHEET.**

<p><b>Summary of the Investment Opportunity:</b></p>	<p>As discussed in more detail below, (the “<b>Company</b>”) is offering a new form of crypto asset (the “<b>WT Tones</b>” or “<b>Tokens</b>” and the offering, the “<b>SAFT Offering</b>”) through Simple Agreements for Future Tokens (each, a “<b>SAFT</b>”).</p> <p>Subject to the restrictions described in this SAFT Term Sheet, the SAFT provides investors (“<b>Investors</b>”) the right, within 60 days of the earlier of February 01 , 2018 or the date on which the Company its affiliates,” and together with its affiliates, “<b>WIFI world project</b>”) has succeeded in making the Network operational with WT tokens and Network smart contract functionality (the “<b>Condition</b>”), one of the following:</p> <p>If the Condition is met, Tokens representing 100% of the amount of cash, Bitcoin or Ether used by each Investor to purchase interests in the SAFT (the “<b>Purchase Amount</b>”), determined as the amount of the Purchase.</p> <p>There is no guarantee that the Tokens will ever be distributed to Investors in the SAFTs. If Company stack and the Network do not meet the Condition described above, or for other reasons the Company does not issue the Tokens as planned, Investors will not receive some or all of the Tokens otherwise distributable by the Company under the SAFT.</p>
<p><b>The Company</b></p>	<p>The Company is a World WI-FI PTE. LTD. Singapore Company.</p>
<p><b>The Tokens</b></p>	<p>The <b>WT tokens</b> are an ETH20 protocol token that are currently in development. It is anticipated that the Tokens will be used to, as exchange asset in order to place advertisement on Wi-Fi network.</p>

	<p>The Network is a new internet of decentralized router owners where router owners using, among other things, allows users to purchase and sell advertising traffic.</p> <p>The Tokens will be used on the Network as internal currency, for the Network, in the whitepapers available at <a href="http://worldwifi.io/">http://worldwifi.io/</a>.</p>
<p><b>Invites</b></p>	<p>An invite is a referral link connected with the user's wallet in the system. The referral program operate as follows: all wallets pay a commission on its ad views to those who has linked up with them. In this way, router owners are interested in the scalability of the system. Everyone may connect new participants via his invite and make a profit from ad views via their routers. That refers only to the allocation of the advertising budget where router owners never pay anything to each other. Direct invites goes to ICO participants and the project team for the network development (root invites). The difference of root invites is only that their owners do not pay commissions to anybody in respect to the ad shown (see table 3). In order to connect to the system, a root invite is needed received in ICO, or a reference invite, provided by other users. Anyone may receive a reference invite at the website of the platform World Wi-Fi.</p>
<p><b>Simple Agreement for Future Tokens</b></p>	<p>Because the SAFT provides the right to receive the Tokens in the future, this SAFT Term Sheet sometimes refer to the interests purchased in the offering described in it as interests in Tokens.</p> <p>However, potential Investors should be aware that they will only receive the right to receive Tokens, and not the Tokens, when they Execute a SAFT.</p>
<p><b>The SAFT Offering</b></p>	<p>It is anticipated that the SAFT Offering will occur from December 25.</p> <p>The process for investing in the SAFTs ("<b>Investment Process</b>") is described in more detail below, under "<b>Investment Process.</b>"</p>

<p><b>Size of the SAFT Offering</b></p>	<p>The number of Tokens that will be released through the SAFT Offering shall not exceed 25 800 million USA dollars, because this number will be reduced by the number of Tokens purchased through two funds sponsored by an affiliate of the Company (the “<b>Funds</b>”), as discussed below under “Additional Offerings and Distributions of Tokens.”</p>
<p><b>Minimum Purchase Amounts</b></p>	<p>Investors must commit to a minimum Purchase Amount of <b>15,000 \$</b> for the SAFTs. This minimum may be waived at the discretion of the company. There is no aggregate minimum Purchase Amount required for the Company to close on the SAFTs.</p>
<p><b>Securities:</b></p>	<p>Right to purchase in the future certain units of WT token of the Company (the “<b>Token</b>” or “<b>WT</b>”) pursuant to a Simple Agreement for Future Tokens (<b>each</b> a “<b>SAFT</b>” and together the “<b>SAFTs</b>”) issued to investors (each, an “<b>Investor</b>”).</p> <p><b>Each Investor:</b></p> <ul style="list-style-type: none"> <li><b>a)</b> if in the United States, or a U.S. Person (as defined in Regulation S under U.S. Securities Act of 1933, as amended (the “<b>Securities Act</b>”), must be an accredited investor, as defined in Regulation D under the Securities Act or</li> <li><b>b)</b> f outside of the United States, must be a non-U.S. Person who is not purchasing for the account or benefit of a U.S. Person as defined under Regulation S under the Securities Act.</li> </ul>

<p><b>Use of Proceeds:</b></p>	<p><b>The funds transferred to the account of Company might be used by the Company to:</b></p> <p>Project development – not less than 85% of funds collected, which includes:</p> <ul style="list-style-type: none"> <li>• fees for engagement of the developers, lawyers, consultants, advisors and (or) auditors in respective jurisdictions;</li> <li>• marketing and PR;</li> <li>• Other costs and expenses – not more than 15% of the funds collected;</li> <li>• other payments aimed on covering expenses incurred by Holding Company, Project team and their affiliates related to Crowdfunding;</li> </ul>
<p><b>Rights to Tokens</b></p>	<p>The SAFT will provide Investors the right to receive Tokens upon the attainment of the Conditions.</p> <p>If, on or before January 30, 2019 (the “<b>Evaluation Date</b>”), and no earlier than January 1, 2019, the Company determines that the Network has achieved the Milestone, within 30 days the Company will distribute an initial amount of Tokens equal to 100% of all Purchase Amounts, calculated as the total amount of the Purchase Amounts divided by the Purchase Price for the Tokens, defined below. Each Investor will receive an amount of Tokens equal to 100% of his or her total Purchase Amount divided by the Purchase Price.</p>
<p><b>Pricing of the Tokens</b></p>	<p>The SAFTs will be priced based on indications of interest in the Tokens and the SAFTs as provided by potential Investors during the Investment Process described below. Based on these indications of interest, on February 01, 2018, the Company will notify potential Investors who have submitted a SAFT and SAFT Purchase Agreement (as described below) of the final price of the Tokens purchased through the SAFTs (the “<b>Purchase Price</b>”). If the Network meets the Milestone, each Investor will receive Tokens corresponding to the amount of the Investor’s Purchase Amount in dollars,</p>

	calculated as the total size of the Purchase Amount, denominated in US dollars, divided by the Purchase Price.
<b>Dissolution Event</b>	The SAFT is not a promise or guarantee that the Tokens will ever be issued. If there is a Dissolution Event or the Company otherwise forgoes its plan for issuing the Tokens, the Company will make commercially reasonable efforts to reimburse up to 80% of the Purchase Amounts received from Investors, net of taxes and expense as described above, but the Company is under no obligation to make any such reimbursement.
<b>Termination</b>	The SAFT will expire and terminate upon either (i) the issuance of Tokens to the Investor upon achievement of the Milestone or (ii) the payment or setting aside for payment of amounts due to the Investor, or the determination that no payments will be made to the Investor, as a result of a Dissolution Event.
<b>Transfers</b>	A SAFT may not be offered, sold or transferred without approval by the Company, which the Company is unlikely to grant.
<b>Fees</b>	Investors will not be charged any fees in connection with executing a SAFT or receiving Tokens based on the SAFT.
<b>III. THE NETWORK AND THE TOKENS</b>	

<b>WIFI Network</b>	<p>Wi-Fi network incorporates the Big Data technology used to collect and analyse non-personified data on the user activity, which allows advertisers to deliver their ads to those who are really interested in them. Wi-Fi network represents itself connected net of routers and dealing in accordance with smart contract mechanism. More information about the Network is available on the Network itself in the whitepapers on <a href="http://worldwifi.io/files/wp-world-wifi_eng.pdf">http://worldwifi.io/files/wp-world-wifi_eng.pdf</a></p>
<b>Total Number of Tokens</b>	<p>258,000,000 WT will be available for purchase. Unsold tokens will be destroyed. With the introduction of World Wi-Fi, a new global and uniquely effective advertising market will be formed in Wi-Fi.</p> <p>* First referral links (root invites) will be distributed among the pre-sale and ICO participants who have invested at least USD15, 000 and project team for the purposes of developing No fees shall apply to such invites.</p>
<b>Vesting</b>	<p>7% of all tokens are payable to the pool founders, the tokens shall be frozen for 1 year. .</p> <p>5% of all tokens shall be reserved for motivation of the project team members, the tokens shall be paid following the implementation of the project. .</p> <p>40% of all tokens shall be frozen for 1 year and further used for the project development. Sale of tokens will allow spreading the project over to new countries and ensure liquidity for the advertisers.</p> <p>A preliminary estimate shows that the sale of tokens will be distributed by years taking into account the restrictions as follows:</p> <ul style="list-style-type: none"> <li>● in the 2nd year, no more than 10% can be sold (39% of tokens frozen for the future development);</li> <li>● in the 3rd year, no more than 20% can be sold;</li> <li>● in the 4th year – no more than 30%;</li> <li>● in the 5th year, the restrictions on the sale shall be removed. However, the tokens sale may be distributed for the extended period depending on the project needs</li> </ul>

<b>Restrictions on Transfer</b>	SAFT is not transferable instrument.
<b>Future Valuations of Tokens:</b>	Each Token shall be equal to 10 advertisements in the Network.
<b>Additional Offerings and Distributions of Tokens</b>	<p>In addition to the Company’s sale of Tokens pursuant to the SAFTs, WIFI will distribute the Tokens through the mechanisms below. These sales and other forms of distribution of the Tokens could result in a decrease in the value of the Tokens received by Investors pursuant to the SAFTs, and certain recipients of Tokens may purchase them on more advantageous terms than those received by Investors pursuant to the SAFT.</p>
<b>Discount sale</b>	<p>WIFI intends to provide discounts to commercial users of the Tokens at the time it launches direct sales and also intends provide non-binding “vouchers” to certain commercial users in the period before its direct sales. These vouchers may reduce the price of the Tokens for commercial users.</p> <p>After delivery, the value of the Tokens will be determined based on current pricing on third-party exchanges. The Company will not provide any Token valuations to Investors in the SAFTs.</p> <p>Over the longer term, Company anticipates that the Tokens can grow in value based on increasing demand resulting from, among other things, increased activity on the Network and based on decreased supply of the Tokens due to “burn” associated with transactions on the Network, such as name registration and similar transactions. However, there can be no guarantee that the Tokens will hold their value or increase in value. Many factors will influence this outcome.</p>

	<p>Many of the above methods of distribution will occur only when Company no longer treats the Tokens as securities. There is no guarantee that all of the methods of distribution will ever occur. In addition, Company may sponsor other types of distributions not described here. There is no guarantee that a person who receives Tokens in one type of distribution will receive terms that are equally or more advantageous than the terms of another and not all forms of distribution will be available to all individuals.</p>
<p><b>No Rights to Profits or Voting</b></p>	<p>The Tokens will not give holders rights to any of the profits or revenue of any Company affiliate or any user of the Network. Holders also will not have any right to vote on any aspect of how the Network or Company is governed.</p>
<p><b>Additional Terms</b></p>	<p>Because the Tokens and Network are still in development, many of the terms associated with them may change, and additional terms may apply. There is no guarantee that the Tokens or Network will develop as planned. Investors who are considering executing a SAFT should not rely on the terms for the Tokens or the Network described in this SAFT Term Sheet as being a promise or guarantee.</p>
<p><b>IV. INVESTMENT PROCESS</b></p>	<p><b>Investment Process</b> The SAFTs are being offered through Website. It is anticipated that initial registration for indicating interest in the SAFTs will open on February 01, 2018 for potential Investors. Starting December 25, to purchase Tokens through a SAFT, potential Investors will create an account on CoinList.co and submit information for purposes of verifying identity and status as an Accredited Investor.</p> <p>Offering Materials will be available on <a href="http://worldwifi.io/">http://worldwifi.io/</a></p> <p>During the registration period, representatives of the Company will also be available by email for purposes of discussing the SAFT Offering.</p>

<b>Closings</b>	The Closing will occur at the discretion of the Company, but no sooner than February 01, 2018.
<b>Recordation of Ownership</b>	Ownership of the Tokens purchased through the SAFTs will be recorded on the genesis block for the Blockchain used by the WIFI Network at the point when those Tokens are delivered.
<b>Delivery</b>	The Tokens will be delivered to each Investor’s digital wallet. At the point (if any) that the Company determines it will deliver the Tokens after achievement of the Milestone, the Company will provide at least ten days’ notice to Investors, so that each Investor can provide the address of a digital wallet address for purposes of delivery. Upon delivery, the Company will update the genesis block for the Tokens to indicate that the address provided owns the Tokens.
<b>V. LEGAL &amp; MISCELLANEOUS</b>	<p><b>Taxation</b> Any returns that an Investor receives based on appreciation of a SAFT or any Tokens, or as a result of transactions on the Network, could be taxable. Prospective Investors should discuss the potential tax consequences of participating in this SAFT offering with their tax advisors.</p> <p><b>Indemnification</b> the SAFT Purchase Agreement will require that Investors agree to indemnify and hold harmless the Company and its officers, directors, principals, members, employees, agents, and other affiliates, and each other person, if any, who controls, is controlled by, or is under common control with any of them (each, an “<b>Indemnified Party</b>”), from and against any and all loss, claim, damage, liability or expense whatsoever (including reasonable attorneys’ fees and disbursements) due to or arising out of or based upon (i) any inaccurate representation or warranty made by the Investor, or breach or failure by the Investor to comply with any covenant or agreement made by the Investor in the SAFT (including without limitation the purchase agreement for the SAFT) or in any other document furnished by the Investor in connection with a</p>

	<p>purchase of the SAFT or the Tokens, (ii) any action for securities, commodities, or money transmission law violations instituted by the Investor that is finally resolved by judgment against the Investor, or (iii) any action instituted by or on behalf of the Investor against an Indemnified Party that is finally resolved by judgment against the Investor or in favour of an Indemnified Party. The liabilities associated with these indemnification provisions may be material to Investors, and investors may incur significant costs as a result of their indemnification obligations.</p> <p><b>Risk Factors</b> Instruments like the SAFTs and the Tokens entail a high degree of risk, and Investors may lose some or all of their Purchase Amount.</p> <p>A potential Investor should execute a SAFT and purchase Tokens only if able to withstand a total loss of the Purchase Amount. Potential Investors are urged to consult with their investment, legal and tax advisors before executing a SAFT and purchasing Tokens.</p> <p>Additional risks associated with the SAFT and the Tokens are described in the <b>Risk Factors</b>.</p>
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## RISK FACTORS

*An investment in the SAFT involves a high degree of risk. You should consider carefully the risks described below, together with all of the other information contained in this Memorandum and the SAFT, before making an investment decision. The following risks entail circumstances under which, our business, financial condition, results of operations and prospects could suffer.*

***Risks associated with an investment in the SAFT PL may not successfully develop, market and launch the Minimum Viable Product and Investors may not receive Tokens.***

The WI-Fi Network has not yet been developed by the Company and will require significant capital funding, expertise of the Company's management, time and effort in order to develop and successfully launch the WI-Fi Network. The Company may have to make changes to the specifications of the WI-Fi Network or Tokens for any number of legitimate reasons or the Company may be unable to develop the WI-Fi Network in a way that realizes those specifications or any form of a functioning network. It is possible that the Tokens and the WI-Fi Network may not ever be released and there may never be an operational Token or that the Network Launch will not occur. The WI-Fi Network or Tokens, if successfully developed and maintained, may not meet investor expectations at the time of purchase. Furthermore, despite good faith efforts to develop and launch the WI-Fi Network and subsequently to develop and maintain the WI-Fi Network, it is still possible that the WI-Fi Network will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the WI-Fi Network and Tokens.

The Company will use the proceeds of this Offering to make significant investments to develop and launch a viable WI-Fi Network and subsequently to build a fulsome network upon which users can realize utility and value. The Company may not have or may not be able to obtain the technical skills and expertise needed to successfully develop the WI-Fi Network and progress it to a successful Network Launch. While the Company has sought to retain and continue to competitively recruit experts, there is a general scarcity of management, technical, scientific, research and marketing personnel with appropriate training to develop and maintain WI-Fi and the WI-Fi Network. If the Company is not successful in its efforts to demonstrate to users the utility and value of the WI-Fi Network, there may not be sufficient demand for the Tokens for the Company to proceed with the Network Launch. As a result, or if the Network Launch does not occur, Investors may lose all of their investment. "**Network Launch**" means the release of software that allows buyers and sellers to exchange storage, using the technologies and market incentives described above in *Company Overview*.

***Investments in startups including investments in WI-Fi Team involve a high degree of risk. Investments in token presales including the WI-Fi Pre-sale may involve an even higher degree of risk.***

Financial and operating risks confronting startups are significant: WI-Fi Team is not immune to these.

The startup market in which WI-Fi Team competes is highly competitive and the percentage of companies that survive and prosper is small. Startups often experience unexpected problems in the areas of product development, marketing, financing, and general management, among others, which frequently cannot be solved. In addition, startups may require substantial amounts of

financing, which may not be available through institutional private placements, the public markets or otherwise.

***PL may be forced to cease operations or take actions that result in a Dissolution Event.***

It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of cryptographic and fiat currencies, the inability by the Company to establish the Minimum Viable Product or the Tokens' utility, the failure of commercial relationships, or intellectual property ownership challenges, the Company may no longer be viable to operate and the Company may dissolve or take actions that result in a Dissolution Event.

***The SAFTs may not be transferred.***

The terms of the SAFT prohibit transfer of the SAFT. As a result, Investors will be required to hold their SAFT until the earlier of the Network Launch and the delivery of all of the Tokens, or the termination of the SAFT pursuant to the provisions set forth therein. Consequently, Investors must be prepared to bear the risk of an investment in the SAFT until the termination of the SAFT pursuant to the terms set forth therein.

**Risks associated with the Tokens and the WI-Fi Network**

***The WI-Fi Network may not be widely adopted and may have limited users.***

It is possible that the WI-Fi Network will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of distributed ecosystems (such as the WI-Fi Network) more generally or distributed applications to be used on the WI-Fi Network. Such a lack of use or interest could negatively impact the development of the WI-Fi Network and therefore the potential utility of Tokens.

***Alternative networks may be established that compete with or are more widely used than the WI-Fi Network.***

It is possible that alternative networks could be established that utilize the same or similar open source code and protocol underlying the WI-Fi Network and attempt to facilitate services that are materially similar to the WI-Fi Network's services. The WI-Fi Network may compete with these alternative networks, which could negatively impact the WI-Fi Network and the Tokens.

***Risks related to blockchain technologies and digital assets The regulatory regime governing the blockchain technologies, cryptocurrencies, tokens and token offerings such as WI-Fi Network and the Tokens is uncertain, and new regulations or policies may materially adversely affect the development of the WI-Fi Network and the utility of the Tokens.***

Regulation of tokens (including WI-Fi) and token offerings such as this, cryptocurrencies, blockchain technologies, and cryptocurrency exchanges currently is undeveloped and likely to rapidly evolve, varies significantly among international, federal, state and local jurisdictions and is subject to significant uncertainty. Various legislative and executive bodies in the United States and in other countries may in the future, adopt laws, regulations, guidance, or other actions, which may severely impact the development and growth of the WI-Fi Network and the adoption and utility of the Tokens. Failure by the Company, the WI-Fi Foundation or certain users of the WI-Fi Network to comply with any laws, rules and regulations, some of which may not exist yet or are subject to interpretation and may be subject to change, could result in a variety of adverse consequences, including civil penalties and fines.

Blockchain networks also face an uncertain regulatory landscape in many foreign jurisdictions such as the European Union, China and Russia. Various foreign jurisdictions may, in the near future, adopt laws, regulations or directives that affect the WI-Fi Network. Such laws, regulations or directives may directly and negatively impact our business. The

effect of any future regulatory change is impossible to predict, but such change could be substantial and materially adverse to the development and growth of the WI-Fi Network and the adoption and utility of the Tokens.