

Notice to Prospective Investors in China

The SAFTs are not being offered or sold and may not be offered or sold, directly or indirectly, within the People's Republic of China (for such purposes, not including the Hong Kong and Macau Special Administrative Regions or Taiwan), except as permitted by the securities and other laws and regulations of the People's Republic of China.

Notice to Prospective Investors in Singapore

The SAFTs are not being offered or sold and may not be offered or sold, directly or indirectly, within the Republic Singapore.

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IN THE UNITED KINGDOM THIS DOCUMENT IS BEING DISTRIBUTED ONLY TO, AND IS DIRECTED ONLY AT (AND ANY INVESTMENT ACTIVITY TO WHICH IT RELATES WILL BE ENGAGED ONLY WITH): (i) INVESTMENT PROFESSIONALS (WITHIN THE MEANING OF ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 AS AMENDED (THE "**FPO**")); (ii) PERSONS OR ENTITIES OF A KIND DESCRIBED IN ARTICLE 49 OF THE FPO; (iii) CERTIFIED SOPHISTICATED INVESTORS (WITHIN THE MEANING OF ARTICLE 50(1) OF THE FPO); AND (iv) OTHER PERSONS TO WHOM IT MAY OTHERWISE LAWFULLY BE COMMUNICATED (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS "RELEVANT PERSONS").

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The SAFT and any related documents are not an offer, or an invitation to make offers, to sell, purchase, exchange or otherwise transfer securities or foreign financial instruments to or for the benefit of any person or entity resident, incorporated, established or having their usual residence in the in the Russian Federation, except “qualified investors” (as defined under Russian securities laws) to the extent permitted under Russian securities laws. The SAFT and any documents used in connection therewith are not an advertisement in connection with the “placement” or a “public circulation” (as both terms are defined under Russian securities law) of any securities, and the SAFT is not intended for “placement” or “public circulation” in the Russian Federation, in each case unless otherwise permitted under Russian securities laws. Neither the SAFT nor a prospectus relating hereto has been or will be registered with the central bank of the Russian Federation.

Notice to Residents of Singapore

The SAFT and any documents used in connection therewith have not been registered as a prospectus with the Monetary Authority of Singapore under the Securities and Futures Act, chapter 289 of Singapore (“SFA”). Accordingly, the SAFT and any other document in connection with the offer or sale, or invitation for subscription or purchase, thereof may not be circulated or distributed, nor may it be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor under section 274 of the SFA, (ii) to a relevant person pursuant to section 275(1), or any person pursuant to section 275(1a), and in accordance with the conditions specified in section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA. Where the SAFT is subscribed for or purchased under section 275 of the SFA by a relevant person which is a trust (where the trustee is not an accredited investor (as defined in section 4a of the SFA)) whose sole purpose is to hold investments and each beneficiary of the trust is an accredited investor, the beneficiaries’ rights and interest (howsoever described) in that trust shall not be transferable for 6 months after that trust has acquired the shares under section 275 of the SFA except: (1) to an institutional investor under section 274 of the SFA or to a relevant person (as defined in section 275(2) of the SFA), (2) where such transfer arises from an offer that is made on terms that such rights or interest are acquired at a consideration of not less than s\$200,000 (or its equivalent in a foreign currency) for each transaction (whether such amount is to be paid for in cash or by exchange of securities or other assets), (3) where no consideration is or will be given for the transfer, (4) where the transfer is by operation of law, (5) as specified in section 276(7) of the SFA, or (6) as specified in regulation 32.

Notice to Residents of Ukraine

The SAFTs and any documents used in connection therewith do not constitute an offer of the SAFTs or WT Tokens in the Ukraine. The SAFTs or WT Tokens have not been offered or sold, and will not be offered or sold, directly or indirectly, in the Ukraine, except as may be permitted by law.

WT Token, a product of Company

**SAFT
(Agreement for Future Tokens)**

Present SAFT issued as a part of series of Private SAFT, issued for certain Investors.

Purchase Amount:	
Purchase Price:	
Discount Rate:	
Discount Price:	
Tokens:	
Series WT-1.	

Recitals:

WHEREAS, the Company owns 258 000 000 WT Tokens (as defined below), which not distributed yet. The Company has an aim to conduct public offering on the date is to be set for on the website <http://worldwifi.io/>.

WHEREAS, the Company desires to distribute WT Tokens to the Investor and the agrees to acquire the **WT Tokens**, from the Company subject to the terms and conditions herein; and

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the Investor and the Company (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

THIS INSTRUMENT CERTIFIES THAT in exchange for the payment by the undersigned Investor (the "**Investor**") of \$ [] (the "**Purchase Amount**") on or about [] or of the date of Network Launch, February 01, 2018, **World WI-FI PTE. LTD.** (the "**Company**"), hereby issues to the Investor the right (the "**Right**") to certain units of **WT** (the "**Token**" or "**WT**"), subject to the terms and conditions attached hereto as Appendix A with discount rate [] subject to the terms set forth below.

PREAMBLE:

Present SAFT is issued as part of a series of SAFTs designated by the SAFT Series S1 and issued in a series of multiple closings to certain persons and entities. 1.2 There may be S1, S2 and S3 series of SAFTS that regulate the Offering of the totality of WT Tokens.

Tokens may be acquired during times of Offering known as Stage of Offering, particularly, each of the Rounds is regulated as follows: during the Round One of the Token Offering, Tokens may be acquired solely pursuant SAFT S1; during the Round Two of the Token Offering, Tokens may be acquired solely pursuant SAFT S2; and during the Round Three of the Tokens Offering, Tokens may be acquired solely pursuant SAFT S3.

All Issued WT Tokens in accordance with present agreement are subject to Token Terms and Conditions available on the website: <http://worldwifi.io> .

The entirety of Token Terms and Conditions is incorporated herein by reference and Investor warrants and represents to have read and accepted the Token Terms and Conditions.

This SAFT shall be effective and binding on the Parties when the Recipient: (a) clicks the check box on the Website to indicate that the Recipient has read, understands and agrees to the terms of this SAFT; or, if earlier (b) upon Company's receipt of contribution from the Recipient. The Recipient agrees to be bound on this basis, and confirms that the Recipient has read in full and understands this SAFT and the terms on which the Recipient is bound.

The Company has prepared a WT tokens Terms and Conditions ("WIFI Tokens T&C"), which sets forth the general description and restriction of the COB Tokens, and the whitepaper describing the general feature of the Project and the ICO ("Whitepaper"). The Whitepaper and the WIFI T&C are hereby incorporated by reference and are available on the Website at the following address: [\[http://worldwifi.io\]](http://worldwifi.io)

1. **Events**

- (a) **Network Launch.** If there is a Network Launch before the expiration or termination of this agreement, the Company will automatically issue to the Investor a number of units of the Token WT equal to the Purchase Amount divided by the Discount Price.

In connection with and prior to the issuance of Tokens by the Company to the Investor pursuant to this Section 1(a):

- (i) The Investor will execute and deliver to the Company any and all other transaction documents related to this SAFT, including verification for person status under the applicable securities laws and KYC and AML rules; and
 - (ii) The Investor will provide to the Company a network address for which to allocate Investor's Tokens upon the Network Launch.
- (b) IT (**Invite**) reference launch and allocation. IT or Invite represents its self reference link, based on block chain and algorithms algorithm provided on Annex A, to this contract, which give to the WT token holder certain rights to receive additional WT token providing to the third Parties IT reference Link. Investor have certain right to receive with WT tokens, an IT reference links with following proportion:

Invested amount	IT

IT should be provided by Company, together with WT Tokens, as an internal part and an element of Network.

More information on certain IT capabilities

- (c) IT reference link also used in Platform as a user identification instrument, broadly described in annex A.

(b) Dissolution Event. If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount multiplied by the Discount Rate (the “**Discounted Purchase Amount**”), due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event, subject to the rights and preferences of the holders of the Company’s preferred stock, as set forth in the Company’s Certificate of Incorporation, as it may be amended from time to time. If immediately prior to the consummation of the Dissolution Event, the assets of the Company that remain legally available for distribution to the Investor and all holders of all other SAFTs (the “**Dissolving Investors**”), as determined in good faith by the Company’s board of directors, are insufficient to permit the payment to the Dissolving Investors of their respective Discounted Purchase Amounts, then the remaining assets of the Company legally available for distribution, following all distributions to the holders of the Company’s preferred stock, will be distributed with equal priority and pro rata among the Dissolving Investors in proportion to the Discounted Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(b). Any distributed amounts shall be in U.S. Dollars.

(a) Termination. This instrument will expire and terminate upon the earlier of (i) the issuance pursuant to Section 1(a); (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b); (iii) February 01, 2018 (the “Deadline Date”), if the Network Launch has not occurred as of such date; provided that, the Company shall have the right to extend the Deadline Date by one hundred (100) days, in its sole discretion; and (iv) the failure to obtain net proceeds of more than \$300 000 from the sale of all rights pursuant to the SAFTs; provided, that in the case of (iv), the Company shall have the obligation to repay to the Investors the aggregate amount of all Purchase Amounts.

(b) The Investor obligation under sections 1 (b) and (c), and after event of Token generation event will survive the termination of this agreement, or after resale of WT tokens

mentioned Investor rights to demand that obligations shall be assigned automatically to the new WT owners.

1. **Definitions**

“**Discount Price**” means the maximum price per Token sold by the Company to the public during the Network Launch multiplied by the Discount Rate.

“**Discount Rate**” is [__%].

“**Dissolution Event**” means (i) a voluntary termination of operations of the Company, (ii) a general assignment for the benefit of the Company’s creditors or (iii) any other liquidation, dissolution or winding up of the Company, whether voluntary or involuntary.

“**Network Launch**” means a launch of the WIFI network based smart contracts and distributed ledger technology network of Users that integrates their WiFi routers and programs into a single universal network of WiFi and advertising network based on WIFI network .¹

“**SAFT**” means an agreement containing a future right to units of Tokens rights purchased by Investors, similar in form and content to this agreement, which a significant portion of the amount raised under the SAFTs will be used to fund the Company’s development of a decentralized distributed and block chain based WiFi routers network (the “**WIFI Network**”) that enables entities to earn WT tokens and protect their computers and gadgets (more information provided in a whitepaper http://worldwifi.io/files/wp-world-wifi_eng.pdf).

“**Subsequent Agreement**” means a SAFT the Company may issue after the issuance of this Agreement but prior to the Network Launch with the principal purpose of raising capital. This definition excludes: (i) Tokens issued pursuant to any employee incentive or similar plan of the Company; provided that, an instrument substantially similar to or the same as this Agreement may be used in connection with such plan; (ii) Tokens issued or issuable to third party service providers or others in connection with the Network Launch or the provision of goods or services to the Company; (iii) Tokens issued or issuable in connection with sponsored research, collaboration, technology license, development, WIFI Network , marketing or other similar agreements or strategic partnerships; and (iv) any convertible securities issued by the Company.

2. **No “MFN” Amendment Rights.**

The Company will offer and sale Agreements in multiple rounds and on different terms. If the company issues a Subsequent Agreement prior to the termination of this Agreement,

¹ Please see White Paper and Tech documentation.

the Company is under no obligation to provide the Investor with written notice thereof, copies of any documentation relating to such Subsequent Agreement, or any additional information related to such Subsequent Agreement, whether or not reasonably requested by the Investor. For the avoidance of doubt, in the event the Investor determines that the terms of the Subsequent Agreement are preferable to the terms of this Agreement, the Company is under no obligation to amend and restate this Agreement to be identical to the instrument(s) evidencing the Subsequent Agreement.

3. Company Representations

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of Singapore and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

(b) The execution, delivery and performance by the Company of this instrument is within the power of the Company and, other than with respect to the actions to be taken when Tokens are to be issued to the Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity. To the knowledge of the Company, it is not in violation of (i) its current articles of incorporation or bylaws, (ii) any material statute, rule or regulation applicable to the Company, or (iii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.

(c) To the knowledge of the Company, the performance and consummation of the transactions contemplated by this instrument do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Company; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

(d) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; and (ii) any qualifications or filings under applicable securities laws.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be

conducted, without an infringement of the rights of others. WT token or We Token is not a proprietary trade name of the Company.

4. ***Investor Representations***

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Investor, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

(b) The Investor has been advised that this instrument is a security and that the offers and sales of this instrument have not been registered under any country's securities laws and, therefore, cannot be resold except in compliance with the applicable country's laws. The Investor is purchasing this instrument for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

(c) The Investor enters into this SAFT with the predominant expectation that he, she or it, as the case may be, will profit upon the successful development and Network Launch arising from the efforts of the Company and its employees to develop and market the Network and the [Network Launch] and related sale of the Tokens.

5. ***Procedures for Purchase of Rights and Valuation of Purchase Amount.***

(a) The Company will accept payment for the Right purchased under this SAFT in U.S. Dollars/Bitcoin/Ether. Investor shall make the required payment to the Company in consideration for Investor's purchase of the Right pursuant to the SAFT through the procedures set forth on Exhibit A hereof.

(b) For purposes of this instrument, the value of the Purchase Amount shall be deemed in Ether whether the Investor pays in U.S. Dollars/Bitcoin/ or Ether, valued at the Applicable Exchange Rate for Ether. The term "**Applicable Exchange Rate**" shall mean the volume-weighted average daily price of Ether across/on exchange(s)/index(es) in the 48-hour period (Eastern Time) following the day and time that the Company notifies the Investor, in writing, that the Company has accepted Investor's offer to purchase the Right under this SAFT.

6. ***Miscellaneous***

(a) This instrument sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings and agreements, whether oral or written, between them. This

instrument is one of a series of similar instruments entered into by the Company from time to time. Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the holders of a majority, in the aggregate, of the Purchase Amounts paid to the Company with respect to all SAFTs outstanding at the time of such amendment, waiver or modification.

(b) Any notice required or permitted by this instrument will be deemed sufficient when sent by email to the relevant address listed on the signature page, as subsequently modified by written notice received by the appropriate party.

(c) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of capital stock of the Company for any purpose, nor will anything contained herein be construed to confer on the Investor, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise.

(d) Neither this instrument nor the rights contained herein may be assigned, by operation of law or otherwise, by either party without the prior written consent of the other; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or here SAFT existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

(e) In the event any one or more of the provisions of this instrument is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this instrument operate or would prospectively operate to invalidate this instrument, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this instrument and the remaining provisions of this instrument will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(f) All rights and obligations hereunder will be governed by the laws of Singapore, without regard to the conflicts of law provisions of such jurisdiction.

E-SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the date first above written.

X

By checking this box and pressing the “I Agree” button, I agree to comply with and be bound by all terms of the Agreement, including the Investor Agreement attached hereto as Appendix A and all other components of the Agreement. I acknowledge and accept that all purchases of Interests in Tokens from the Company during the Offering are final, and there are no refunds or cancellations except as may be required by applicable law or regulation. I further acknowledge and accept that the Company reserves the right to refuse or cancel Agreements at any time in its sole discretion.

Company By: _____	INVESTOR
Director Email:	

Exhibit A

World WI-FI PTE. LTD. The Terms and Conditions of WT

The Terms and Conditions governs the use of WT token and certain aspects of its issuance.

1. Preface:

1.1. The following Terms and Conditions (“Terms”) govern the initial offering of cryptographic WT Token – (“WT”) – that are required to transact on the **WIFI Network** open source software platform described in WIFI WORLD Whitepaper (“**Network**”) to users (“Users” collectively, and “User” individually).

1.2. The Present terms have a status of exchange instrument for WT token exchange.

2. Token offering:

- In accordance with present Terms the **World WI-FI PTE. LTD. (herein after Operator)** in exchange for the User’s Cryptocurrency of WT Amount, hereby provides number of issued cryptographic WT tokens equals to the User exchange divided by the Discount rate,
- The User understands and accepts that, under present Terms, White Paper, and Memorandum of information assigned to task to make reasonable efforts in order to finalize and complete the WIFI network, User also understand it is possible that such development may fail and User’s WT may become useless and/or valueless due to technical, commercial, regulatory or any other reasons.
- **WT Token:** WT represent itself a prepaid currency token that has the exact consumptive use – it allows to obtain Membership status and through this Membership use the antivirus software network described in WHITE PAPER - became member of Network, full WT token overview provided in **Information Memorandum (Link _____)** and **White paper (http://worldwifi.io/files/wp-world-wifi_eng.pdf)**.

2.1. The Company will conduct a token offering, which will begin on February 01, 2018. Ownership of WT Tokens carries no rights, express or implied, other than the right to use Tokens as a means to enable usage of and interaction with the WIFI Network, and if successfully completed and deployed.

In particular, you understand and accept that Tokens do not represent or confer any ownership right or stake, share or security or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the Network and/or Company and its corporate affiliates, other than rights relating to the provision and receipt of Services in the Network, subject to limitations and conditions in these Terms and applicable Network Terms and Policies (as defined below). The Tokens are not intended to be a

digital currency, security, commodity or any other kind of financial instrument.

2.2. Nature and use of Network smart contract and WT tokens. WIFI Network smart contract (hereinafter 'smart contract' or 'software') is a software deployed and working on the decentralized distributed Ethereum Blockchain (hereinafter 'Network') at the address _____ (GitHub)

This software was initially developed and deployed by Development Teams of Limited Liability Company "WIFI Media Partner" "RADIUS" LLC (hereinafter "Company," "we," or "us") and provided to the Company.IT and WT tokens (hereinafter 'tokens') are part of the software and ensure its interaction with the Network.

This agreement is deemed to be concluded between you and the Company on the date and time you start using the Network. THE SOFTWARE, INCLUDING TOKENS IS PROVIDED "AS IS" and IT, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR TOKENS, OR THE USE OR OTHER DEALINGS IN THE SOFTWARE OR TOKENS.

Purpose of the smart contract and tokens. The purpose of the tokens is to be used in the WIFI Network for payment and services provided by the independent users of the platform.

Digital assets are virtual items that can be used in a user's virtual space. The typical function of these virtual items: changing the appearance of a player's in-app avatar, environments, or equipment. Tokens can be used as a 'internal currency', and are not intended to be a e-money currency, security, commodity or any other kind of financial instrument. Using software, including tokens, is not intended to produce any financial income. Tokens should not be exchanged or sold for money or for any kind of financial instruments or tangible goods.

Description of the software Code of the software is open sourced and published on <https://> _____ Due to the nature of the Network code of the working software cannot be changed after deployment. The number of tokens implemented in the software: _____, software does not allow to change the

number of implemented tokens after smart contract is deployed on the Network.

2.3 Subject to these Terms and Conditions, you as a Purchaser can:

- (a) Hold Tokens in your Digital Wallet;
- (b) Transfer Tokens from your Digital Wallet; and
- (c) Exchange WT tokens with . Access to the Platform will allow users, amongst other things, to generate their own Branded Token. Access to the Platform will be determined on the basis of the Tokens held, subject to the terms and conditions of the Platform, which will be published if and when it is developed.

2.4 Tokens do not have any other rights, use, purpose, value, attributes, functionalities or features whether expressed or implied. Tokens are not intended to be redeemed, purchased or otherwise transacted for, or the expectation of, profit. Neither the Company nor anyone else is obliged to redeem or purchase any Tokens from you nor anyone else at any time.

2.5 Tokens are not, and in no case may be understood, deemed, interpreted or construed to be or to be representative of, any kind of:

- (a) currency, legal tender, money or deposit, whether fiat or otherwise, nor any substitute for such currency, legal tender, money or deposit;
- (b) investment (whether secured or unsecured), equity interest, proprietary interest, economic right (including any kind of right to payment, income, dividend, profit, or other return, or any sums to be paid, or likely to be paid, out of such), share or similar interest in or claim against any person, asset, entity, organisation, scheme, venture or project (including the Foundation and the Platform);
- (c) equity, debt or hybrid instrument, security, collective investment scheme, managed fund, financial derivative, futures contract, deposit, commercial paper, negotiable instrument, investment contract, note, bond, warrant, certificate or instrument entitling the holder to interest, dividends or any kind of return, nor any other financial instrument;
- (d) right, title, interest or benefit whatsoever in whole or in part, in the Platform, the Foundation or any assets related to either of them, except that Tokens may in future be used for certain access to the Platform if and when it is developed, subject to these Terms and Conditions and the terms and conditions of the Platform; or
- (e) any commodity that any person is obliged to redeem or purchase.

- 1.1. The User understands and accepts that Company, under present terms Company assigned to task to make reasonable efforts in order to finalize and complete the Wi –Fi Network, User also understand it is possible that such development may fail and User’s WT may become useless and/or valueless due to technical, commercial, regulatory or any other reasons.
- 1.2. User understands that WIFI Network (Network) already exists in Alfa mode (as described in White Paper http://worldwifi.io/files/wp-world-wifi_eng.pdf).
- 1.3. **WT Token User opportunities** – represent itself internal currency, and payment instrument between WIFI Network participants..
- 1.4. If you purchase WT, you certify that you are doing so out of a desire to use or consume WT on the WT network, to participate in the WT community, or to attempt to personally generate any consideration by using WT on the network or in the community. You certify that you are not purchasing WT for any speculative, investment or other financial reasons. WT is a cryptocurrency of value.
- 1.5. At the time of this writing, WT (i) cannot be exchanged for goods or services, (ii) has no known uses outside the WT network, and (iii) cannot be traded on any known exchanges. There is no guarantee indeed there is no reason to believe – that the WT you purchase will increase in value.
- 1.6. **Exchange.** In order to obtain WT Tokens during the Offering Period, and to receive the WT Tokens you exchange, you must have an Ethereum wallet that supports the ERC20 token standard.
Approximately forty-eight (64) hours prior to the commencement of the Token, Company will publish an address for the WT Tokens sale via its website. To initiate a purchase of WT Tokens during the Offering Period, you must send an amount of Cryptocurrency to an Ethereum address (the “Token offering Address”) that will be provided to you only after you agree to these Terms by clicking the “I Agree with the Terms – View the Token offering Address” button at the bottom of these Terms. Sending Cryptocurrency to the Token Offering Address during the Sale Period triggers a smart contract operation, pursuant to which the Smart Contract System will automatically create and promptly deliver the corresponding WT Tokens to the ERC20 wallet address from which the Cryptocurrency were sent.

Cryptocurrency must be sent to the Token Offering during the Offering Period in order to exchange and receive WT Tokens. Sending Cryptocurrency to any other address may result in loss of Cryptocurrency. Attempted transactions to purchase WT Tokens will be rejected if Cryptocurrency is sent to the ICO Address at any time before or after the Offering Period.

The Smart Contract System is deployed by Company from the Singapore, and is programmed so that all transactions it executes will be executed in the Singapore. As such, title to, and risk of loss of, WT Tokens created and delivered by the Smart Contract System passes from Company to Users in the Singapore.

1.7. The Token Offering proceeds will primarily be used to development, promotion, marketing, ecosystem building and maintenance of the WIFI Network .

Relevant expenses that will be paid or reimbursed (as applicable) include but are not limited to the following:

- fees and expenses directly attributable to the formation of the Company and to the Token Sale process;
- advisor fees (such as business, marketing, legal, finance and infrastructure consultancy);
- development and outsourcing fees;
- payments to service providers and contractors;
- employee compensation;
- auditing fees;
- computers, fixtures, fittings and consumables, tools and software; • other overheads; and
- marketing and promotional efforts, including community programs and outreach, together with related travel, communication, publication, distribution and other expenses.

2. Security

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

3. Personal Information

3.1. We may determine, in our sole discretion, that it is necessary to obtain certain information about you in order to comply with applicable law or regulation in connection with selling Tokens to you. You agree to provide us such information promptly upon request, and you acknowledge that we may refuse to sell Tokens to you until you provide such requested information and we have determined that it is permissible to sell you Tokens under applicable law or regulation.

4. Representations and Warranties

4.1. By purchasing Tokens, you represent and warrant that:

- a.** You have read and understand these Terms (including all Exhibits);
- b.** You have sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens, token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to understand these Terms and to appreciate the risks and implications of purchasing the Tokens;
- c.** You have obtained sufficient information about the Tokens to make an informed decision to purchase the Tokens;

- d.** You understand that the Tokens confer only the right to provide and receive Services in the Network and confer no other rights of any form with respect to the Network or Company or its corporate affiliates, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other Policies from time to time according to modification procedures set forth therein.
- e.** You are purchasing Tokens to provide or receive Services in the Network and to support the development, testing, deployment and operation of the Network. You are not purchasing Tokens for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes;
- f.** Your purchase of Tokens complies with applicable law and regulation in your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction for purchasing the Tokens, using the Tokens in the Network, and entering into contracts with us, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;
- g.** You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of Tokens;
- h.** If you are purchasing Tokens on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly);
- i.** You are not a resident or domiciliary of New York State or purchasing Tokens from a location in New York State; and
- j.** You are not (i) a citizen or resident of a geographic area in which access to or use of the Services is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Services. If you are registering to use the Services on behalf of a legal entity, you further represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (ii) you are duly authorized by such legal entity to act on its behalf.
- k.** You understand and acknowledge that title to, and risk of loss of, Tokens you receive from the Smart Contract System (as

defined and explained in Information Memorandum) passes from Company to you in the Singapore.

5. Limitation of Liability

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

(B) THE LIMITATIONS SET FORTH IN SECTION 6(A) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF COMPANY.

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

6. Warnings

6.1. As set forth below, the User further represents and warrants that, to the extent permitted by law, he/she is authorized to exchange his cryptocurrency to WT in his/her relevant jurisdiction, is of a legal age to be bound by these Terms, and will not hold Company, its parent and affiliates, and the officers, directors, agents, joint ventures, employees and suppliers of Wi-Fi team or our parent or affiliates, now or in the future and any other member of the Wi-Fi Team (collectively the "Wi-Fi team") liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to the initial offering of WT.

6.2. The User is aware of the risk that even if all or parts of the Wi-Fi Net Platform are successfully developed and released in full or in parts, due to a lack of public interest, the WI-Fi Project could be fully or partially abandoned, remain commercially unsuccessful or shut down for lack of interest, regulatory or other reasons. The User therefore understands and accepts that purchasing WT carries significant financial, regulatory and/or reputational risks (including the complete loss of value of purchased WT, if any, and attributed features of the WI-Fi Project).

6.3. Only individuals, entities, or companies that have significant experience with, and understanding of the usage and intricacies of cryptographic WT Token, like bitcoin ("BTC"), and blockchain-based software systems should participate in

the initial offering of WT. Users should have functional understanding of storage and transmission mechanisms associated with cryptographic WT Token. While the WI-Fi Team will be available to assist Users of WT during and after the initial offering, WI-Fi Net will not be responsible for lost BTC, any other cryptocurrency or WT resulting from actions taken by, or omitted by Users. Note, in particular, that Users should take great care to write down their wallet password and not lose it to be sure that they will be able to access their WT when it becomes available after the initial offering.

7. Taxes.

The exchange price that you pay for Tokens is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of Tokens, including, for example, offerings, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any offerings, use, value added, or similar tax arising from your purchase of Tokens.

8. RISK DISCLAIMER: By purchasing, holding and using WT Token, you expressly acknowledge and assume the following risks:

a. Risk of Losing Access to WT Token Due to Loss of Private Key(s)

A private key, or a combination of private keys, is necessary to control and dispose of WT Token stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing WT Token will result in loss of such WT Token. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your WT Token.

b. Risks Associated with the Cryptocurrency eum Protocol

Because WT Token and the Network are based on the Cryptocurrency eum protocol, any malfunction, breakdown or abandonment of the Cryptocurrency ethereum protocol may have a material adverse effect on the Network or WT Token. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the WT Token and the Network by rendering ineffective the cryptographic consensus mechanism that underpins the Cryptocurrency eum protocol.

c. Risk of Hacking and Security Weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with the Network or the WT Token in a variety of ways, including, but not limited to, malware attacks, denial of service the Network is based on open-source software, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Network, which could negatively affect the Network and the WT Token.

d. Risk of Uninsured Losses

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

e. Risks Associated with Uncertain Regulations and Enforcement Actions

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

f. Risk of Alternative Networks

It is possible that alternative networks could be established that utilize the same open source code and protocol underlying the Network and attempt to facilitate services that are materially similar to the Services. The Network may compete with these alternative networks, which could negatively affect the Network and WT Token.

g. Risk of Insufficient Interest in the Network or Distributed Applications

It is possible that the 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 Network) more generally. Such a lack of use or interest could negatively affect the development of the Network and therefore the potential utility of WT Token.

h. Risks Associated with the Development and Maintenance of the Network

We intend for the WT Token and Network to follow the specifications set forth in **Website** , and intend to take commercially reasonable steps toward those ends, we may have to make changes to the specifications of the WT Token or Network for any number of legitimate reasons.

This could create the risk that the WT Token or Network, as further developed and maintained, may not meet your expectations at the time of purchase. Furthermore, despite our good faith efforts to develop and maintain the Network, it is still possible that the Network will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively affect the Network and WT Token.

i. Risks Arising from Lack of Governance Rights

Because WT Token confer no governance rights of any kind with respect to the Network or Company or its corporate affiliates, all decisions involving the Network or Company will be made by Company at its sole discretion, including, but not limited to, decisions to discontinue the Network, to create and sell more WT Tokens for use in the Network, or to sell or liquidate the Company. These decisions could adversely affect the Network and the Tokens you hold.

9. Governing Law and Venue

- a. These Terms will be governed by and construed and enforced in accordance with the laws of the Singapore, without regard to conflict of law rules or principles of the Singapore or any other jurisdiction that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out or relating to these Terms or its subject matter or formation (including non-contractual Disputes of claims) that is not subject to arbitration will be resolved in the courts of the Singapore.

10. Severability

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

11. Miscellaneous

These Terms constitute the entire agreement between you and us relating to your exchange of Tokens from us. We may make changes to these Terms from time to time as reasonably required to comply with applicable law or regulation.

If we make changes, we will post the amended Terms at Website and update the “Last Updated” date above. The amended Terms will be effective immediately. We may assign our rights and obligations under these Terms. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. We will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control. Purchasing Tokens from us does not create any form of partnership, joint venture or any other similar relationship between you and us.

Except as otherwise provided in herein, these Terms are intended solely for the benefit of you and us and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, will be provided in electronic form.

12. KYC.

Know Your Customer (KYC) and AML Policy.

By using our Services, you agree that you do not use the Services to engage in any activity that is in connection with the following businesses, activities, practices, or items.

- a. Operating as an unlicensed money transmitter, money service, payment service provider, e-money, or any other financial service business which requires licensure, including but not limited to exchanges of virtual currencies, offerings of money orders or traveler’s checks, and escrow services
2. Counterfeit products or any products or service that infringes upon the copyright, trademark, or trade secrets of any third party
- b. Stolen goods
- c. Narcotics, controlled substances, prescription and pharmaceutical services, drug paraphernalia, or any substances designed to mimic illegal drugs
- d. Gambling, except in a permitted legal jurisdiction
- e. Sports forecasting or odds making
- f. Prostitution or illegal escort services
- g. Violent acts toward self or others, or activities or item that encourage, promote, facilitate or instruct others regarding the same
- h. Funding any of the items included on this Prohibited Businesses list
- i. Extortion, blackmail, or efforts to induce unearned payments
- j. Unlicensed offering of firearms and certain weapons
- k. Engaging in deceptive marketing practices
- l. Any business that violates any law, statute, ordinance or regulation. You may not use your WT Account to engage in the following categories of activity (“Prohibited Use”).

By opening a WT Account, you confirm that you will not use your Account to do any of the following:

- a. Violate or assist any party in violating any law, statute, ordinance, regulation or any rule of any self-regulatory or similar organization of which you are or are required to be a member (for example, those laws, rules, or regulations governing financial services, controlled substances, or consumer protections);
- b. Partake in a transaction which involves the proceeds of any unlawful activity;
- c. Partake in any transaction involving online gambling except where permitted by WT;

- d.** Defraud or attempt to defraud WT or other WT users;
- e.** Infringe upon WT or any third party's copyright, patent, trademark, or intellectual property rights;
- f.** Provide false, inaccurate or misleading information;
- g.** Take any action that imposes an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information;
- h.** Interfere with another individual's or entity's access to or use of any of the Services;
9. Defame, abuse, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others;
- i.** Publish, distribute or disseminate any unlawful material or information;
- j.** Transmit or upload any material to the website that contains viruses, Trojan horses, worms, or any other harmful deleterious programs;
- k.** Harvest or otherwise collect information from the Website about others, including without limitation email addresses, without proper consent;
- l.** Act as a payment intermediary or aggregator or otherwise resell any of the Services, unless expressly authorized by WT in writing;
- m.** Transfer any rights granted to you under this Agreement;
- n.** Use the WT Account information of another party to access or use the Website, except in the case of specific Merchants and/or applications which are specifically authorized by a user to access such user's WT Account and information;
- o.** Otherwise attempt to gain unauthorized access to the Website, other WT Accounts, computer systems or networks connected to the Website, through password mining or any other means;
- p.** Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law.

