

## CONTRACT

2018-\_\_\_\_ - \_\_\_\_

Belize

Zenome.io Ltd, a company registered in Belize, registration no. 168105, registered address: Suite 508, Marina Towers, Newtown Barracks, Belize City, Belize, hereinafter referred to as “the Company”, of the one part, and

\_\_\_\_\_, hereinafter referred to as “the User”, of the other part

hereinafter together referred to as ‘the Parties’,

have agreed as follows:

### **General conditions.**

This Contract is concluded in Belize between on the date stated above.

The User purchases the rights to use Zenome software at the price and on terms set out in this contract.

The Company undertakes to develop and deploy Zenome software as described in this contract.

Zenome software (hereinafter ‘Software’) is a composite software that works using together 1) the web (including the website zenome.io), 2) the decentralized distributed ledger (Ethereum or blockchain network designed by the Company), including smart contracts deployed on this blockchain, and 3) distributed peer-to-peer network based on Kademlia protocol.

Software is a decentralized platform that allows its users to store, share, read, calculate and use genomic data.

The use of software is calculated in units called "tokens", which are accounted in smart contract on the Ethereum blockchain. Zenome DNA Token (“ZNA Token”) (hereinafter ‘tokens’) are part of the software and ensure its interaction with the Ethereum blockchain and users.

The User has the right to transfer its rights to use the software to other legal or physical persons, and such transfer should be made in the form of transaction in smart contract transferring tokens to such person.

Use of the software and transfer of the rights to use the software, including transfer of the tokens of occurs in Belize regardless of physical location of the User of it's representatives of officers.

This contract sets the conditions and terms of using the software, no other materials, including website texts, white paper, and other marketing material should be considered as establishing and defining legal relationship between the User and the Company, nor the legal status of software including its tokens and network.

The software, including tokens is provided "as is", without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose and non-infringement; in no event shall the Company 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.

### **Nature and use of smart contract and tokens**

Tokens are the accounting units used in the software, they represent and calculate the possibility of using the software provided by the Company, implemented according to [ERC-20](#) standard. Tokens do not represent and are not and not intended to be currency, digital currency, security, commodity or any other kind of financial instrument.

### **Quantity and price**

The user pays for the use of software represented by \_\_\_\_\_ tokens, at the price \_\_\_\_\_ per token, in total: \_\_\_\_\_

Payment should be made: \_\_\_\_\_

### **KYC and legal regulations.**

The Company can require the User to perform a user identification (KYC) procedure if required by applicable law or by judicial, arbitration or other legal procedure.

If, by the law of the User's residency, participating in this Contract requires the User to be accredited as 'qualified investor', the User undertakes to provide to the Company documents confirming his status as a qualified investor.

The User insures that it is not a resident nor acts as a representative of a resident of 1)

The United States of America, or the People's Republic of China, or the Republic of Korea, 2) a prohibited jurisdiction.

"Prohibited Jurisdictions" mean jurisdictions and/or territories where using distributed ledger (blockchain) technologies such as smart contracts, tokens or cryptocurrencies are prohibited or would be contrary to any law or regulation or require any registration, licensing or other authorization.

### **Risks**

The User understands and accepts that if the password and the private key needed to use the software is lost, the User will not be able to generate a new password or recover his private keys.

The User understands and accepts that the loss of the password and/or the private key will cause the permanent loss of the access to use of the software.

If the user transfers control of his account, including tokens to another person, including intermediaries or representatives, the user bears full responsibility for their actions.

### **Dispute resolution**

Any dispute, controversy or claim arising out of or relating to this agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the IACC Arbitration Rules as published on [https://github.com/Cryptonomica/arbitration-rules/tree/master/Arbitration\\_Rules/IACC](https://github.com/Cryptonomica/arbitration-rules/tree/master/Arbitration_Rules/IACC) in the version in effect at the time of the filing of the claim.

And unless the parties agree otherwise in writing:

- \* The language to be used in the arbitral proceedings shall be: English
- \* The arbitral tribunal shall decide *ex aequo et bono*.

### **Force majeure**

The Force Majeure (Exemption) clause of the International Chamber of Commerce (ICC Publication No. 421) is hereby incorporated in this contract.

### **Severability**

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

Signed on behalf of the Company:

Signed on behalf of the User: