

The logo for DIMPAY Foundation features the word "DIMPAY" in a bold, sans-serif font. The letter "D" is pink and has a pixelated, digital-style pattern on its left side. The letters "I", "M", and "P" are also pink, while "A", "Y", and "A" are dark blue. Below "DIMPAY" is the word "Foundation" in a dark blue, sans-serif font. The entire logo is enclosed within a thin, light grey circular border.

DIMPAY

Foundation

CROWDSALE INFORMATION MEMORANDUM

COIN NAME: DIMCOIN

A DIMCOIN is a tradable speculative digital coin that is available worldwide. The DIMCOIN is not a security and it does not represent any form of ownership in the DIMPAY Foundation. The DIMCOINs will be assigned pro-rata to the funds provided to the DIMPAY Foundation during the ICO.

MINIMUM AMOUNT ALLOWED TO PURCHASE

1 DIMCOIN

MAXIMUM AMOUNT ALLOWED TO PURCHASE

None

RATE:

Price per coin is 0.04 USD

With every 2,000,000 USD raised the price will increase by 0.01 USD

MAXIMUM FUNDS TO BE RAISED

1,500 BTC

PRODUCT STRUCTURE:

DEPOTWALLET

Mobile DEPOTWALLET

DIM Debit Card

BONUS DIMCOIN AVAILABLE:

25% (35% for XEM) = 4 (12:00 CET) - 6 (23:59 CET) December 2017

10% (20% for XEM) = 7 (00:00 CET) - 12 (23:59 CET) December 2017

5% (15% for XEM) = 13 (00:00) - 18 (23:59) December 2017

[Bonus DIMCOIN **END** on the last day of ICO **or** when DIMCOINs allocated for the ICO are finished]

INTRODUCTION

The DIMPAY Foundation (“**Foundation**”) is developing DIMPAY which comprises of DEPOTWALLET, Mobile DEPOTWALLET and the DIM Debit Card. DIMPAY is a global payment system that will allow users to engage in walk-in and e-commerce transactions.

To fund the coding, development, promotion, marketing, ecosystem building and otherwise of the DIMPAY, the Foundation hereby initiates this crowdsale campaign (**the “Campaign”**) to raise funds in cryptocurrencies from backers worldwide. In this connection, DIMCOINs of the Foundation will be available for sale during the Campaign. Purchase of DIMCOIN during the Campaign will be made on a purely voluntary basis. Purchase, holding or use of any DIMCOIN is not risk-free. See **Chapter 12 “Risk Factors”** for details.

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CHAPTER 1

OVERVIEW

DIMPAY FOUNDATION

The Foundation is a non-profit organization that is responsible for the creation and management of DIMPAY. The Foundation will be registered in Belize.

DIM ECOSYSTEM

The DIM Ecosystem has been created in such a manner that all the segments can function independently of each other while remaining interconnected. DIMPAY is an integral part of the DIM Ecosystem and it consists of DEPOTWALLET, mobile DEPOTWALLET and the DIM Debit Card. DIMPAY is part of the DIM Ecosystem and it is built on the NEM Protocol. The Foundation utilises multiple services on the same ecosystem operating as a unit, as opposed to one individualised service. The DIM Ecosystem is one of its kind and is using the next generation of blockchain offerings. Early backers and enthusiasts will position themselves to be part of the next generation of blockchain financial offerings.

DIMPAY

DIMPAY is a global payment system that is fast, inexpensive and fully secure. DIMPAY is built on the NEM Protocol. DIMPAY aims to disrupt the traditional peer-to-peer (P2P), business-to-business (B2B), business-to-consumer (B2C) and consumer-to-business (C2B) payment systems by offering low fees, transparency and an instantaneous platform with no third parties. The use of DIMPAY will eliminate some numerous payment errors that occur with brick and mortar merchants. This will be achieved by scanning a Quick Response (QR) code from their mobile devices instead of using cashiers.

DEPOTWALLET

DEPOTWALLET is a web app blockchain based wallet that permits users to buy, sell, hold and manage various cryptocurrencies and cryptonized assets. The wallet allows P2P transfers and B2B transactions. DEPOTWALLET is also a doorway for users and businesses to the Hybrid Stock Exchange (HYBSE). HYBSE is an online exchange that offers small and medium enterprises (SME's) a platform to seek and access international capital.

MOBILE DEPOTWALLET

The mobile DEPOTWALLET will be similar to the DEPOTWALLET. Users will be able to select a Private Account or a Business Account. The introduction of the mobile DEPOTWALLET will proceed in gradual steps. The first mobile DEPOTWALLET will be a basic version for beta testing. The security upgrades and software updates to the mobile DEPOTWALLET will happen throughout 2018 and 2019.

DIM DEBIT CARDS

The DIM Debit Card will be connected to the DEPOTWALLET account on the web app and mobile versions. Debit card holders will be able to convert their DIMCOIN and other cryptocurrencies into selected DIM Currencies such as the DIM GBP and DIM EURO. The DIM Currencies will enable debit card holders to walk into brick and mortar merchants and swipe for goods and services. The debit card will also enable the holders to engage in e-commerce shopping.

CHAPTER 2

INTRODUCTION OF THE DIMCOIN

The DIMCOIN is a speculative digital coin. It is built upon the NEM blockchain protocol: making the coins low-cost, substantially secure, transparent, contain high confirmation speed and are immune to fraudulent activities. The DIMCOIN has a quantity commitment of 9 billion coins. The initial price of DIMCOIN is 0.04 USD. The coins will be available on major cryptocurrency exchange platforms. The coins will be permitted to float on cryptocurrency exchanges and thus traded peer-to-peer. The price of the DIMCOIN will be determined by market forces and cryptocurrency exchange mechanisms and users will be able to buy and sell the DIMCOIN using fiat currencies and cryptocurrencies. The DIMCOIN has no price ceiling and thus the price can increase in value to unprecedented levels according to market forces.

BONUS DIMCOIN AVAILABLE

Purchasing the DIMCOIN during the ICO rounds has the following bonuses for early enthusiasts and backers of DIMPAY:

- 25% (35% for XEM) = 4 (12:00 CET) - 6 (23:59 CET) December 2017
- 10% (20% for XEM) = 7 (00:00 CET) - 12 (23:59 CET) December 2017
- 5% (15% for XEM) = 13 (00:00) - 18 (23:59) December 2017

DIMCOIN holders will have the liberty to sell their DIMCOIN on the market at their discretion after the ICO ends.

CHAPTER 3

USE OF PROCEEDS

The crowdsale proceeds to be received during the Campaign will, together with the funds raised by the Foundation from other sources, be used to fund the coding, development, promotion, marketing, ecosystem building, including, without limitation the following:

- (i) Marketing – 30% of the funds raised will be utilized for marketing DIMPAY in the countries identified on the DIMCOIN ICO whitepaper. Marketing funds will be used to train merchants on how to use the DIMPAY business software. Marketing and training will be done over a period of 2 years.
- (ii) Software Development & Engineering – 25% of the funds will be utilized for software development and engineering for the DIMPAY service providers (DEPOTWALLET, mobile

DEPOTWALLET and DIM Debit Card). These funds will also be used for the attachment of the DIM Debit Card to DEPOTWALLET.

(iii) Structure Development – 25% will be for building a team of agents to seek out merchants in order to pitch DIMPAY and its benefits to the merchants.

(iv) Legal & Compliance – 10% will be for legal requirements, complying with the on-going regulatory framework and acquiring the relevant licenses that are needed to assist with the growth of DIMPAY.

(v) Operational & Administration – 10% will be utilized for day-to-day operational and administrative duties behind DIMPAY.

(vi) The Foundation will also use the crowdsale proceeds received during the campaign to cover all the costs and expenses arising out of or in connection with the Campaign, including the fees charged by any external advisors and costs of promotion, staffing, travelling, communication, publication and otherwise incurred for the Campaign.

PUBLICITY

The progress, launch and other information of the Foundation will be announced on the official website of the Foundation “www.dimpay.io” (the “**Website**”). Each Purchaser shall pay regular attention to the announcements, news, articles and newsletters that may be posted on the Website from time to time. The Foundation may, in its sole discretion, additionally notify certain Purchasers via e-mail or otherwise.

CHAPTER 4

CAMPAIGN PARTICIPATION

(i) Participation in the Campaign is voluntary. No person will be deemed as committed or obliged to participate in the Campaign or purchase any DIMCOIN for Crowdsale by visiting the Website, registering himself/herself with the Website, requesting or reading any materials (such as this Information Memorandum or the DIMPAY Whitepaper) made available by the Foundation or by communicating with the Foundation in any manner.

(ii) Each person shall only participate in the Campaign (a “**Purchaser**”) through the Website.

(iii) Each Purchaser will, upon participating in the Campaign, be deemed as having perused and comprehended this Information Memorandum and the Foundation Whitepaper in full (including the risk factors set forth in Chapter 12 below) and having voluntarily accepted all the warranties and disclaimers made and the risks disclosed hereunder.

(iv) Relevant DIMCOINS for Crowdsale subscribed by any Purchaser will be sent by the Foundation to the Purchaser’s DEPOTWALLET address.

(v) If the Foundation conducts KYC “know your customer” exercises or any other kind of customer due diligence to verify the identities of all or part of the Purchasers, the Purchasers concerned shall timeously provide all such information and meet all such requests as may be sought or instructed.

CHAPTER 5

REPRESENTATIONS AND WARRANTIES

To participate in the Campaign, and before taking any action with respect to the Crowdsale each Purchaser shall represent and warrant that they have carefully read, understood and accept the following documents:

- (i) The Whitepaper of the DIMPAY FOUNDATION;
- (ii) The Information Memorandum of DIMPAY FOUNDATION (the “Crowdsale Information Memorandum”).

The documents identified above are available at “www.dimpay.io”. If a Purchaser has any question or doubt on anything contained or unaddressed in any of these documents, they must communicate with the Foundation at their convenience. Purchaser should refrain from participating in the Crowdsale or purchasing any DIMCOIN until answered to their satisfaction.

FURTHER REPRESENTATIONS AND WARRANTIES

The Purchaser shall further represent or warrant that:

- (i) All the information submitted by him/her to the Foundation is true, complete, valid and non-misleading;
- (ii) He/she is of sufficient age to participate in the Campaign and is a natural person with full civil capacity of conduct under the laws of the jurisdiction where he/she is domiciled or maintains citizenship;
- (iii) He/she is a seasoned investor, expert, technician and/or professional in the fields of blockchain, distributed ledger technology and cryptocurrencies and is fully aware of the risks associated with the development and use of the DIMCOIN;
- (iv) His/her participation in the Campaign is voluntary and based on his/her own independent judgement without being coerced, solicited or misled by anyone else;
- (v) He/she is permitted by the laws of each jurisdiction to participate in the Campaign and is legally permitted to acquire, receive and hold cryptocurrencies;
- (vi) No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing this document is a solicitation for investment and does pertain in any way to an offering of securities in any jurisdiction.
- (vii) He/she is experienced in and capable of maintaining and safekeeping the DEPOTWALLET private key of the sending address out of which he/she makes any payment for purchasing the DIMCOIN for Crowdsale;
- (viii) He/she only uses the accepted cryptocurrencies as lawfully acquired through mining and/or trading to make payment in the Campaign and does not participate in the Campaign for any money-laundering, terrorism financing or other illicit purpose;and

(x) (Except having been specifically communicated to and permitted by the Foundation in advance) he/she is participating in the Campaign for his/her own benefit and is not acting as a nominee or agent for or on behalf of any third party.

(xi) All the above representations and warranties made by a Purchaser shall be true, complete, accurate and non-misleading on and from the date of that Purchaser making a payment hereunder throughout the Campaign and onwards. The Foundation reserves the right to reject and invalidate the payment by, and withhold the relevant DIMCOINs for Crowdsale from, any Purchaser who has made a false representation in the sole judgement of the Foundation.

CHAPTER 6

REQUIREMENTS FOR CROWDSALE PARTICIPATIONS

1. The Purchaser shall meet certain requirements set forth in the Crowdsale Information Memorandum to participate in the Crowdsale. Furthermore, they shall participate in the Crowdsale only within such period and in such manner as set forth in the Crowdsale Information Memorandum.
2. The purchaser shall only participate in the Crowdsale through the Website. If the Purchaser is a citizen, tax resident or green card holder of the United States of America, Canada and Austria, he/she shall not participate in the Crowdsale.
3. The Crowdsale will not issue any currency, securities (whether equity securities or otherwise) or other kind of investment certificate. The DIMCOINs to be sold during the Crowdsale are merely cryptographic coins. Furthermore, DIMCOINs do not stand for any sort of investment contract for all intents and purposes.
4. Only the currencies listed in Chapter 7 below will be accepted as payment for purchasing the DIMCOINs offered in the Crowdsale. The number of DIMCOINs to be purchased will be determined by the DIMCOIN price set forth in the Crowdsale Information Memorandum.
5. Payment for purchasing DIMCOINs will be non-refundable. Purchasers shall be convinced of the desirability to participate in the Crowdsale before making any payment. Among others, Purchasers shall give full considerations to all such risk factors as set forth in the updated, changed or fine-tuned in such manner as the Foundation may think appropriate.
7. The Foundation disclaims any representation, warranty, commitment or liability other than those expressly stated in the Crowdsale Information Memorandum. Purchasers will not be entitled to any claim against the Foundation for whatever the Foundation is not expressly committed to or responsible for.
8. The Foundation reserves the right to conduct “know your customer” exercises and any other kind of customer due diligence on the purchaser at any time (including after the close of the Crowdsale). If the Foundation discovers that the purchase of DIMCOINs violate this Agreement or any anti-money laundering, counter-terrorism financing or other regulatory requirements, purchase of DIMCOINs under the Crowdsale shall be invalid with retroactive effect and the Foundation shall be

entitled to immediately terminate with the Purchaser, deny access to the Crowdsale, reject delivery of any DIMCOINs and request return of any delivered DIMCOINs, irrespective of any payment that the Purchaser could have made.

CHAPTER 7

ACCEPTED CURRENCIES

Cryptocurrencies - BTC, ETH, NEM

CHAPTER 8

DIMCOIN FOR CROWDSALE

Each Purchaser shall be entitled to purchase any number of DIMCOIN out of the DIMPAY Crowdsale subject to:

- (a) availability of the DIMCOINs from the Foundation, and
- (b) the remaining number of the DIMCOINs for Crowdsale that have not been sold by then.

The Foundation is not obliged or committed to sell all of the DIMCOINs for Crowdsale during the Campaign. The remaining DIMCOINs that are not yet purchased by the close of the Payment Window will be retained by the Foundation for subsequent crowdsale or private sale at its sole discretion.

PRICE

The price of each DIMCOIN for Crowdsale is dynamic to vary with the time of the relevant Purchaser completing his/her payment.

PAYMENT

- (i) Effecting a payment by a Purchaser shall be deemed as such Purchaser having accepted all the terms and conditions contained in this Information Memorandum and shall also be deemed as an agreement to purchase the DIMCOINs for Crowdsale in accordance with this Information Memorandum.
- (ii) Only the currencies listed in Chapter 7 above will be accepted as payment for the DIMCOINs for Crowdsale.
- (iii) The payments made by the Purchasers are not refundable in case of any factors that would hinder the Crowdsale's success.

ADDRESS FOR RECEIVING PAYMENTS

(i) The addresses to receive payments for the DIMCOINs for Crowdsale will be determined and announced on the Website. Each Purchaser shall make payment to such addresses as indicated by the Foundation through which he/she intends to participate in the Campaign.

(ii) The addresses mentioned above will be the only valid addresses for receiving payments for the DIMCOINs for Crowdsale. Sending to any other address will neither be recognized by the Foundation as a valid payment hereunder nor entitle the sending person to claim any DIMCOINs from the Foundation.

PAYMENT WINDOW

During the Campaign, the window period for the Purchasers to purchase and pay for the DIMCOINs for the **Pre ICO** (the “Payment Window”) will be open from the:

4 December (12:00 CET) – 6 December (23:59 CET) 2017

For the **ICO**, the window period will be from the:

7 December (00:00 CET) – 18 December (23:59 CET) 2017

CHAPTER 9

CUSTODY OF CROWDSALE PROCEEDS

All the Crowdsale proceeds received by the Foundation during the Payment Window will be under the custody of multi-signature wallets of the accepted currencies respectively (five out of seven signatures are required to execute any payment from each of such wallets). The keys to such multi-signature wallets will be controlled by the board of the Foundation.

The signees include: Legal & Compliance Supervisor, Internal Legal & Compliance, Financial Engineer, Financial Supervisor, IT Engineer Supervisor, Financial Auditor, External Legal & Compliance and Consulting Ambassador Europe.

DELIVERY

Notwithstanding anything to the contrary stated herein, delivery of the DIMCOINs for Crowdsale to each Purchaser will be conditioned upon the satisfaction of all of the following:

(i) the Purchaser has a DEPOTWALLET account. DEPOTWALLET (depotwallet.com) is a state-of-the-art blockchain wallet that permits users to buy, sell, manage and hold DIM cryptocurrencies globally via computers and hand-held devices.

(ii) the Purchaser has participated in the Campaign correctly and has followed the DIMCOIN claim procedure as indicated by the Foundation; and

(iii) the Purchaser provides such information and takes such actions as requested for claiming his/her purchased DIMCOINs for Crowdsale.

The Foundation does not guarantee that all the conditions mentioned above will be satisfied by each Purchaser. Each Purchaser shall be responsible for keeping DEPOTWALLET (including private keys) intact and secure at any time. The Foundation shall not be held liable for the DEPOTWALLET of any Purchaser being hacked, stolen or lost, in which case the delivery of purchased DIMCOINs for Crowdsale could fail or become impossible.

NO REDEMPTION

DIMCOINs are not a kind of security nor do they represent any legal or contractual right. The Foundation nor anyone else is obliged to redeem or purchase any DIMCOINs from any Purchaser at any time.

PRE-DELIVERY ASSIGNMENT

The DIMCOINs for Crowdsale that are purchased by a Purchaser shall only be claimed by that Purchaser. No Purchaser shall be entitled to assign or transfer, or attempt to assign or transfer, his/her right to claim any DIMCOINs for Crowdsale hereunder to any other person. All such assignments are prohibited and will be neither valid nor recognized by or binding on the Foundation.

POST-DELIVERY ATTENTION

Each Purchaser shall have the sole responsibility to attend to and take care of the DIMCOINs for Crowdsale delivered to him/her, especially keeping the private key(s) to his/her DEPOTWALLET in a secure manner. The Foundation shall not be liable to any extent for any DIMCOIN loss or theft of any Purchaser after the delivery, for whatever cause such loss or theft could have occurred.

CHAPTER 10

TERMINATION

Termination Events

Notwithstanding anything to the contrary contained herein, the Foundation shall be entitled to terminate the Campaign if any of the following events occur:

- (i) The development of the Foundation discontinues prior to the Launch as a result of any Force Majeure event and cannot be resumed within three (3) months.
- (ii) For any cause the Foundation elects to terminate the Campaign prior to the close of the Payment Window by making an announcement on the Website;
- (iii) The development of the Foundation is required by any applicable law to terminate;

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

CHAPTER 11

SURVIVAL

Notwithstanding the termination of the Campaign:

- (i) the representations and warranties made by each Purchaser shall remain true, accurate, complete and non-misleading; and
- (ii) the risk factors as set forth in Chapter 12 “**Risk Factors**” shall still apply. This Chapter, Chapter 11 “**Survival**” shall survive the termination of the Campaign to remain effective and binding.

CHAPTER 12

RISK FACTORS

The Foundation believes that there are numerous risks involved in the development, maintenance and running of the Foundation, many of which are beyond the control of the Foundation. Each Purchaser should peruse, comprehend and consider carefully the risks described below in addition to the other information stated herein before deciding to participate in the Campaign. It should be noted that the realization of one of the following risk factors could cause the total loss of the investment. Participating in the Campaign shall be an action based upon prudent decision and will be deemed as if the relevant Purchaser had been fully aware of and agreed to take all the risks below:

Termination of the Campaign

The Campaign may be terminated pursuant to Chapter 10 “**Termination**”, in case of which a Purchaser may only be refunded with part of his/her payment as a result of the currencies price volatility and/or the expenses incurred by the Foundation or, even, could lose his total investment.

Insufficient Information Availability

The Foundation is at the stage of development as of the date of this Information Memorandum and its philosophy, consensus mechanism, algorithm, code and other technical specifications and parameters could be updated and changed frequently and constantly. While the Whitepaper has contained the then up-to-date key information of the Foundation, it is not absolutely complete and is subject to adjustments and updates that the Foundation might make from time to time for certain purposes. The Foundation is not in a position, nor obliged, to keep the Purchasers closely posted on every detail of the Foundation’s development (including its progress and expected milestones whether rescheduled or not) and therefore will not necessarily provide the Purchasers with timely and full access to all the information relating to the Foundation that may emerge from time to time.

The insufficiency of information disclosure is inevitable and reasonable. Therefore, the Purchaser could take an investment decision although the total information was not available to him. This can lead to a total loss of the investment.

Regulatory Measures

Crypto-tokens are being, or may be, overseen by the regulatory authorities of various jurisdictions. The Foundation may receive queries, notices, warnings, requests or rulings from one or more regulatory authorities from time to time, or may even be ordered to suspend or discontinue any action in connection with the Campaign, the Foundation development or the DIMCOINs for Crowdsale.

The development, marketing, promotion or otherwise of the Foundation or the Campaign may be seriously affected, hindered or terminated as a result. And since regulatory policies could change from time to time, existing regulatory permission or tolerance of the Foundation or the Campaign in any jurisdiction could be just temporary.

DIMCOINs could be defined from time to time as a virtual commodity, digital asset or even securities or currency in various jurisdictions and therefore could be prohibited from being traded or held in certain jurisdictions pursuant to local regulatory requirements.

All these circumstances can cause the total loss of the investment.

Cryptography

Cryptography is evolving and cannot guarantee absolute security at all times. Advances in cryptography, such as code cracking, or technical advances such as the development of quantum computers, could present risks to all cryptography-based systems including the Foundation. This could result in the theft, loss, disappearance, destruction or devaluation of the DIMCOINs held by any person. To a reasonable extent, the Foundation will be prepared to take proactive or remedial steps to update the protocol underlying the Foundation in response to any advances in cryptography and to incorporate additional reasonable security measures where appropriate. The future of cryptography or security innovations is unpredictable while the Foundation will try its best to accommodate the continuing changes in the domains of cryptography and security.

All these circumstances can cause the total loss of the investment.

Development Failure or Abortion

DIMPAY is still in the process of development. Due to the technological complexity of the DIMPAY system, the DIMPAY could be faced with unforeseeable and/or insurmountable difficulties from time to time. Accordingly, the development of the DIMPAY could fail or abort at any time for any cause (including insufficiency of funds).

All these circumstances can cause the total loss of the investment.

Theft of Crowdsale Proceeds

There may be attempts to steal the Crowdsale proceeds received by the Foundation. Such a theft or attempted theft may impact the ability of the Foundation to fund the development of DIMPAY. While the Foundation will adopt cutting-edge technical solutions to keep the Crowdsale proceeds safe, certain cyberthefts could be hardly unpreventable.

All these circumstances can cause the total loss of the investment.

Update of Source Code

The source code of the Foundation is open and could be updated, amended, altered or modified from time to time by any member of the DIM Ecosystem. Nobody is able to foresee or guarantee the precise result of an update, amendment, alteration or modification. As a result, any update, amendment, alteration or modification could lead to an unexpected or unintended outcome that adversely affects the Foundation's operation or DIMCOINs value.

All these circumstances can cause the total loss of the investment.

Security Weakness

The NEM blockchain of the Foundation rests on open-source software and is an unpermissioned distributed ledger. Regardless of the Foundation's effort to keep the Foundation system secure, anyone may intentionally or unintentionally introduce weaknesses or bugs into the core infrastructural elements of the Foundation which the security measures adopted by the Foundation is unable to prevent or remedy. This may consequently result in the loss of DIMCOINs or any other digital currencies held by a Purchaser.

All these circumstances can cause the total loss of the investment.

Unauthorized Claim of DIMCOIN for Crowdsale

Any person who gains access to the Purchaser's registered email or registered account by deciphering or cracking the Purchaser's password will be able to claim the purchased DIMCOINs for Crowdsale in bad faith. Each Purchaser shall take care of the security of his/her registered email and registered account throughout by taking such actions as:

- (i) using a highly secure password;
- (ii) refraining from opening or responding to any scam emails; and
- (iii) the Purchaser takes full responsibility for keeping strictly confidential all the secret or personal information about himself/herself.

All these circumstances can cause the total loss of the investment.

Private Key of DEPOTWALLET

The loss or destruction of a private key required to access DIMCOINs may be irreversible. DIMCOINs are controllable only by possessing both the relevant unique public and private keys through the local or online DEPOTWALLET. Each Purchaser is required to safeguard the private keys contained in his/her own DEPOTWALLET(s). Where such private key of a Purchaser is lost,

missing, divulged, destroyed or otherwise compromised, neither the Foundation nor anyone else will be able to help the Purchaser access or retrieve the related DIMCOINs.

All these circumstances can cause the total loss of the investment.

Forking

The Foundation is an open source project initiated by the Foundation and supported by the DIM Ecosystem. Although the Foundation is influential in the DIM Ecosystem, it does not and cannot monopolize the development, marketing, operation or otherwise of the Foundation. Anybody may develop a patch or upgrade of the source code of the Foundation without prior authorization of anyone else. The acceptance of the Foundation patches or upgrades by a significant, but not overwhelming, percentage of the DIMCOIN holders could result in a “fork” in the NEM blockchain of the Foundation, and consequently two diverging networks will emerge and remain until the forked NEM blockchains are merged.

All these circumstances can cause the total loss of the investment.

Popularity

The value of DIMCOIN hinges heavily on the popularity of the Foundation’s system. DIMCOIN is expected to be prevalent or widely used after the Launch. The worst-case scenario is that the DIMCOIN may even remain marginalized in the long run, appealing to only a minimal portion of the users and application developers. By contrast, a significant portion of DIMCOIN demand could be of speculative nature. The lack of users and commercial utilization may result in increasing volatility of DIMCOIN market price and consequently compromise the DIMPAY’s long-term development. The Foundation will not (nor has the responsibility to) stabilize or otherwise affect DIMCOIN’s market price if there is any such price.

All these circumstances can cause the total loss of the investment.

Liquidity

The DIMCOIN is not a currency issued by any individual, entity, central bank or national, supra-national or quasi-national organization, nor is it backed by any hard assets or other credit. The circulation and trading of DIMCOINs on the market are not what the Foundation is responsible for or pursues. Trading of DIMCOIN merely depends on the consensus on its value between the relevant market participants. Nobody is obliged to redeem or purchase any DIMCOINs from any DIMCOIN holder (including the Purchasers). Nor does anyone guarantee the liquidity or market

price of DIMCOINs to any extent at any time. To divest his/her DIMCOIN portfolio, a DIMCOIN holder would have to locate one or more willing buyers to purchase the same at a mutually agreed price. Which attempt could be costly and time-consuming and does not necessarily bear fruit. There could be no crypto-currency exchange or other marketplace having DIMCOINs listed thereon for trading.

All these circumstances can cause the total loss of the investment.

Price Volatility

Cryptographic coins, if traded on public markets, usually have extremely volatile prices. Fluctuations in price over short periods of time frequently occur, which price may be denominated in Bitcoin, US Dollars or any other fiat currency or cryptocurrency. Such fluctuations could result from market forces (including speculations), regulatory changes, technical innovations, availability of exchanges and other objective factors and represent changes in the balance of supply and demand. The Foundation is not responsible for any secondary market trading of DIMCOINs, whether or not there would be such markets for DIMCOINs. Therefore, the Foundation neither is obliged to tame the price volatility of DIMCOINs nor cares about that. The risks associated with DIMCOIN trading price have to be taken by the DIMCOIN traders themselves.

All these circumstances can cause the total loss of the investment.

Competition

The DIMPAY's underlying protocol is based on an open-source computer software such that nobody claims copyright or any other type of intellectual property right of the source code. As a result, anyone can legally copy, replicate, reproduce, engineer, modify, upgrade, improve, recode, reprogram or otherwise utilize the source code and/or underlying protocol of DIMPAY in an attempt to develop a competing protocol, software, system or virtual platform or virtual machine, which is out of the Foundation's control and may consequently compete with or even overshadow or overtake the DIMPAY. Besides, there have been and will be various competing blockchain-based platforms that serve, facilitate, incubate or boost the creation and deployment of assorted decentralized applications and/or smart contracts. The Foundation will in no case be capable of eliminating, preventing, restricting or minimizing such competing efforts that aim to contest with or overtake DIMPAY.

All these circumstances can cause the total loss of the investment.

CHAPTER 13

NO REPRESENTATION OR WARRANTY

The Foundation does not make, and hereby disclaims, any representation or warranty with respect to the Campaign, the Foundation or DIMCOINs (such as merchantability or fitness for particular purposes), except those expressly specified herein. Each Purchaser's decision to participate in the

Campaign and purchase any DIMCOINs shall be made based on his/her own knowledge of the Foundation and DIMCOINs and the information disclosed herein or in the Foundation Whitepaper. Without prejudice to the generality of the foregoing, each Purchaser will, upon the Launch of the DIMCOINs and availability of DEPOTWALLET, accept the purchased DIMCOINs on an “as is” basis, irrespective of the technical specifications, parameters, performance or function thereof.

CHAPTER 14

NO LIABILITY

The Foundation hereby expressly disclaims its liability, and shall in no case be liable to any person, for:

1. any person participating in the Campaign in violation of any anti-money laundering, counter-terrorism financing or other regulatory requirements that are imposed in any jurisdiction;
2. any person participating in the Campaign in violation of any representation, warranty, obligation, covenant or other provision under this Information Memorandum, and the resulting failure or inability to retrieve his/her payment or to claim relevant purchased DIMCOINs for failure or abandonment of the Foundation to deliver the purchased DIMCOINs for Crowdsale to the Purchasers;
3. delay or rescheduling of DIMPAY development and resulting failure to meet any anticipated milestone;
4. any error, bug, flaw, defect or otherwise of the source code of the Foundation; any malfunction, breakdown, collapse, rollback or hardforking of the NEM blockchain of the Foundation after the Launch;
5. failure of the DIMCOINs to meet any specific purpose, or unfitness for any specific use;
6. utilization of the proceeds raised through the Campaign;
7. failure to timely and completely disclose any information relating to the development of the Foundation;
8. any Purchaser’s divulgence, loss or destruction of the private key of his/her cryptocurrency or DEPOTWALLET (inter alia, the DEPOTWALLET as downloaded and used by that Purchaser);
9. any default, breach, infringement, breakdown, collapse, service suspension or interruption, fraud, mishandling, misconduct, malpractice, negligence, bankruptcy, insolvency, dissolution or winding-up of any Crowdsale payment intermediary;
10. any difference, conflict or contradiction between this Information Memorandum and an agreement between any Purchaser and any Crowdsale payment intermediary;
11. trading or speculation of DIMCOINs by any person;
12. listing or delisting of DIMCOINs on or from and crypto-currency exchange;
13. DIMCOINs being classified or treated by any government, quasi-government, authority or public body as a kind of currency, securities, commercial paper, negotiable instrument, investment or otherwise that may be banned, regulated or subject to certain legal restrictions;
14. any applications or other programs on the NEM blockchain of the Foundation; or any risk factors disclosed in this Information Memorandum and any damage, loss, claim, liability, punishment, cost or other adverse impact that is caused by, associated with, in connection with, incidental to or consequential to that risk factor.

CHAPTER 15

TAX

Each Purchaser shall declare, bear and pay all such taxes, duties, imposts, levies, tariffs and surcharges that might be imposed by the laws and regulations of any jurisdiction as a result of or in connection with the receipt, holding, use, purchase, appreciation, trading or divestment of DIMCOINs (whether purchased during the Campaign or otherwise acquired). And each Purchaser shall be solely liable for all such penalties, claims, fines, punishments, liabilities or otherwise arising from his/her non-payment, underpayment, undue payment or belated payment of any applicable tax. The Foundation gives no advice and makes no representation as to the tax implication of any Purchaser's participation in the Campaign.

CHAPTER 16

NO WAIVER

The failure of the Foundation to require or enforce strict compliance by the Purchaser with any provision herein or the Foundation's failure to exercise any right herein shall not be construed as a waiver or relinquishment of the Foundation's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by the Foundation of any provision, condition, or requirement of the Information Memorandum shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

CHAPTER 17

SEVERABILITY

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

CHAPTER 18

TITLES AND SUBTITLES

The titles and subtitles used in this Information Memorandum are used for convenient reference only and are not to be considered in construing or interpreting this Information Memorandum.

CHAPTER 19

JURISDICTION

The Campaign is initiated and takes place worldwide and is not linked to any specific jurisdiction. The Purchasers may be from any jurisdiction in the world except the United States of America, Canada and Austria.

CHAPTER 20

PRECEDENCE

If there is any separate agreement between a Purchaser and a Crowdsale payment intermediary, this Information Memorandum shall take precedence over that agreement in all respects. The Foundation shall in no case be bound by, and hereby disclaims any liability under, the foregoing agreement.