

# SECURE TOKEN PARTICIPATION AGREEMENT AND DISCLOSURE STATEMENT

## IMPORTANT NOTICE:

**PRIOR TO PARTICIPATING IN ANY CRYPTOSECURE SECURE TOKEN ACQUISITION AND/OR EXCHANGE PLEASE READ ALL SECTIONS OF THIS SECURE TOKEN PARTICIPATION AGREEMENT AND DISCLOSURE STATEMENT CAREFULLY AND IN THEIR ENTIRETY, ESPECIALLY SECTION 2, "RISKS AND UNCERTAINTIES". IF YOU HAVE ANY DOUBTS REGARDING PARTICIPATION IN SECURE TOKENS THEN YOU SHOULD EITHER NOT PARTICIPATE OR, ALTERNATIVELY BEFORE TAKING ANY ACTION, CONSULT YOUR FINANCIAL, LEGAL, TAX OR PROFESSIONAL ADVISOR(S).**

## INTRODUCTION

This introduction to the CryptoSecure Platform and the SECURE digital token features welcomes you to use the SECURE tokens (smart contracts) deployed through the Ethereum decentralized platform in accordance with the terms of this SECURE Token Participation Agreement.

The CryptoSecure SECURE digital token is a cryptographically secured representation of a CryptoSecure SECURE token-holder's utility rights within the CryptoSecure Platform and economy. The CryptoSecure Platform security products and services can be acquired or used through the utility application (payment) of CryptoSecure SECURE tokens.

The CryptoSecure Platform is an online blockchain technology-based platform offering you:

- (i) The opportunity to use the CryptoSecure SECURE tokens to purchase, license and/or use, as the case may be, the products and services offered and/or to be offered through the CryptoSecure Platform ([www.cryptosecure.com](http://www.cryptosecure.com)) that provide for the security of your wallet contents, private key(s), cryptocurrencies, the trading of cryptocurrencies, as well as your privacy.
- (ii) The opportunity to take advantage of the SECURE tokens use as a utility token for all other cryptocurrency exchange related opportunities, and for utility as a cryptocurrency.

The pricing and/or fee applicable for the purchasing, licensing and/or use of the CryptoSecure Platform products and services are and/or will be set by CryptoSecure and in all cases may be settled by SECURE tokens.

You may acquire CryptoSecure digital tokens through the CryptoSecure Initial Token offering (hereinafter 'ICO') during the period of the ICO from 1 March 2018 to 30 June 2018 in accordance with this CryptoSecure SECURE Token Participation Agreement.

If you have any questions regarding any aspect of this CryptoSecure SECURE Token Participation Agreement or the CryptoSecure ICO, please contact [info@cryptosecure.com](mailto:info@cryptosecure.com).

## SECURE TOKENS

All CryptoSecure SECURE digital tokens are created through the Ethereum blockchain pursuant to ERC20 standard specifications. As well as providing users the utility of SECURE tokens, their utility is also leveraged through agreements and relationships supporting the CryptoSecure Platform, including but not limited to Licensors, partners, advisors, backers, and other service providers.

The CryptoSecure SECURE tokens do not grant you:

- (i) any voting or ownership rights;
- (ii) any return on investment;
- (iii) any profit sharing or passive income.

The emission of CryptoSecure SECURE tokens is through the CryptoSecure Service Operator and economy Administrator, Crypto Investor, Inc, a Belize corporation. SECURE tokens are not registered in Belize or any other jurisdiction as a security and shall not be considered as such.

## REPRESENTATION

This CryptoSecure SECURE Token Participation Agreement represents the CryptoSecure offer to you to accept agreement for participation and the acquisition of SECURE tokens for use as digital utility tokens under the terms and conditions stated herein, including the conditions of the SECURE token applications, which are deemed to be their integral function.

This CryptoSecure SECURE Token Participation Agreement includes and incorporates by reference the CryptoSecure Whitepaper and CryptoSecure website. CryptoSecure in its sole discretion may amend this Participation Agreement at anytime by posting a revised version on the CryptoSecure website. Any such revision shall take immediate effect from the date it is posted on the website.

## OFFER ACCEPTANCE

By participating in the CryptoSecure ICO and acquiring SECURE digital tokens in accordance with and under the terms and conditions of this Participation Agreement you acknowledge and agree and unconditionally accept the CryptoSecure Offer for the acquisition and use of the SECURE digital tokens under the conditions stated herein, without any reservation or exception.

**If you do not agree to all the terms of this Participation Agreement for the acquisition of SECURE digital tokens, then you may not acquire any SECURE digital tokens whatsoever.**

## YOUR DIGITAL SIGNATURE AND OFFER ACCEPTANCE

After online registration on the [www.cryptosecure.com](http://www.cryptosecure.com) website you will employ a user name (usually your email) and password through which you can then access the ICO process.

By using your login and password you are establishing your electronic digital signature and confirming its formation. Your use of your digital signature (your login and password) in participation in the acquisition of SECURE tokens through the ICO process shall be accepted as your digital signature as if it were a paper document signed by a handwritten signature.

All actions carried out using your login and password (Your electronic signature) will be considered as executed by you. Your registration will also constitute your acknowledgement that you are able to electronically receive, download, and print the CryptoSecure SECURE Token Participation Agreement and any amendments.

### **YOUR REPRESENTATIONS AND WARRANTIES:**

Should you proceed with participation in CryptoSecure SECURE tokens then **YOU REPRESENT AND WARRANT:**

- (a) In your home residential jurisdiction, you have the legal right to acquire and/or hold SECURE tokens.
- (b) You acknowledge that no government or regulatory authority has examined or approved any of the information or content of this Agreement or of the CryptoSecure Website or Whitepaper.
- (c) You warrant that in any dealings whatsoever with CryptoSecure or SECURE tokens you will not use any tokens, cryptocurrencies, or funds of any description, other than those you legally own.
- (d) You warrant to not use the CryptoSecure services and/or SECURE tokens for terrorism purposes, or any other unlawful activities, to deal in any contraband, or to disguise the proceeds of crime.
- (e) You acknowledge and agree you shall not deem, construe, or interpret future trading options for SECURE tokens on any cryptocurrency exchange as any indication of the merits or otherwise of the CryptoSecure SECURE tokens.
- (f) You acknowledge and agree the use, or any acceptance by you, of the CryptoSecure Whitepaper and website, or SECURE tokens is not prohibited or restricted by any applicable laws, regulations or rules in your jurisdiction, and where there may be such restrictions, you have observed and complied with them at your own expense and without liability to CryptoSecure.
- (g) You acknowledge and agree in the case you seek to exchange other cryptocurrencies for CryptoSecure SECURE tokens, any such exchange is not to be construed, interpreted, classed, or treated as any kind of transaction other than a fair market exchange.
- (h) You understand cryptocurrencies, blockchain, smart contracts, and cryptocurrency wallets.
- (i) You fully understand there are risks associated with CryptoSecure, its plans and operations, and with CryptoSecure SECURE tokens. (See "Risks and Other Considerations" section of this Agreement)
- (j) These representations and warranties are each true, and complete.

### **ACCURACY OF INFORMATION:**

This Agreement, the CryptoSecure Whitepaper and website include forecasts and information obtained and prepared internally through market research, publicly available information and industry publications. Such market research, publicly available information and industry publications often state the information they contain has been obtained from sources believed to be accurate and reliable. CryptoSecure provides no assurance as to the accuracy or completeness of such included information.

## **CONSENTS:**

Save for CryptoSecure and its Service Operator and its officers, no person has approved the content of the CryptoSecure website or Whitepaper or provided consent to the inclusion of his, her, or their name within the CryptoSecure Whitepaper or website.

## **FORMATION DETAIL:**

CryptoSecure incubator and Service Operator, Crypto Investor, Inc., is a Belize corporation and governed under English Common Law, augmented by local legislation. Crypto Investor, which serves as the CryptoSecure Services Operator, is a blockchain and cryptocurrency services business focused on establishing, incubating, sponsoring, and/or otherwise supporting select blockchain based enterprises.

## **KNOW YOUR CUSTOMER (“KYC”):**

CryptoSecure SECURE tokens are a pure cryptocurrency and do not represent any financial institution or incorporation, are not regulated and are not a security or legal tender fiat currency in any jurisdiction. It is therefore expected that many of the ICO exchanges for SECURE tokens will involve existing issued cryptocurrencies and/or fiat accounts, and CryptoSecure expects many of its participants in SECURE tokens will regardless have already complied with KYC provisions. Never-the-less CryptoSecure will follow recognized KYC procedure, especially to assure CryptoSecure security products are not misused.

## **ANTI MONEY LAUNDERING (“AML”) - COUNTER TERRORISM FINANCING (“CTF”):**

CryptoSecure recognizes its global responsibilities regarding AML and CTF and, at all times, will cooperate with authorities to assure compliance and that its SECURE tokens are not used for AML or CTF purposes. CryptoSecure reserves the right to reject and/or refuse any transaction, or to bar transactions, particularly in jurisdictions that do not meet international Financial Action Task Force AML/CTF compliance standards. In this regard CryptoSecure may require enhanced due diligence procedures.

## **FURTHER INFORMATION:**

Aside from the information in this Agreement, on the CryptoSecure website, and in the CryptoSecure Whitepaper and in or on any blog or other public forum that may be initiated by CryptoSecure and/or its Service Operator, should any further information be required, CryptoSecure advises all parties to conduct their own due diligence. For any further queries, please contact [info@cryptosecure.com](mailto:info@cryptosecure.com).

## **LIABILITY DISCLAIMER:**

To the maximum degree permitted by any or all applicable laws, regulations and rules of any jurisdiction whatsoever, CryptoSecure and/or any related or affiliated party and/or any appointed Distributor and/or appointed Service Operator and/or Advisor shall not be liable for any direct, indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise, including but not limited to any loss of revenue, income or profits, and any loss of use or data, arising out of, or in connection with, any acceptance of any CryptoSecure transaction and/or reliance on the CryptoSecure Whitepaper or website.

# 1. OPERATIONAL INFORMATION

## 1.1 CryptoSecure Structure

CryptoSecure is positioned as decentralized and nationless. Similarly, SECURE tokens are a decentralized and nationless cryptocurrency.

## 1.2 Financial Information

As CryptoSecure economy SECURE tokens represent a unique cryptocurrency there are no traditional financial accounts or information, as is the case for the industry's leading cryptocurrency, Bitcoin. However, the CryptoSecure Service Operator will regularly publish operational accounts and cause progressive transparent reporting of the CryptoSecure economy.

## 1.3 SECURE Token Distribution

At the time of ICO emission up to 2,000,000,000 will be available through the CryptoSecure economy Treasury. Following the ICO all Treasury SECURE tokens not exchanged shall remain in Treasury, or continue to be held in Treasury, or be subject to potential sale or exchange at future dates, or be available for beneficial JV/partnerships/relationships, and/or possible strategic acquisitions. Of a further 2,000,000,000 at emission, 27.5% by Crypto Investor, Inc., the CryptoSecure incubator and Service Operator; a further 7.5% by Crypto Investor, Inc., on behalf of key team members and consultants; 10% by Key Capital Corporation, a development partner that will license security technologies to CryptoSecure as and when they are developed to further enhance CryptoSecure Platform security products and/or services; 5% will be held by CrypDonate.org an industry disruptive blockchain social enterprise being established to help impoverished communities.

## 1.4 Background and Experience of Team Members

See the CryptoSecure website for background information and experience of our Service Operator appointed team who conduct all required physical management and oversight operations including key relationships with the Technical Development Team and technology partners.

## 1.5 Important Agreements and Relationships

All CryptoSecure economy physical affairs are conducted and managed through its Service Operator, Crypto Investor Inc. Crypto Investor, as the Service Operator and economy administrator, has entered into a License Agreement with Key Capital Corporation to exclusively license certain Trusted Systems and One Time Pad products and product enhancements as Key Capital develops these based upon its proprietary intellectual property. Key terms of the Agreement provide for Key Capital to hold 10% of issued SECURE tokens, a 10% royalty on sales and for CryptoSecure to provide development funding. Net benefits arising from the Agreement will be to the account of the SECURE token economy.

The significance of the Agreement provides for CryptoSecure to further enhance its Platform and product security, and to be in a position to rapidly achieve market leadership in being able to provide the much-needed security for cryptocurrency transactions. Further, to introduce a hybrid Trusted Systems computing and blockchain platform with layered security measures as they are developed. Finally, to provide a highly secured Platform through which cryptocurrencies can be secured and a CryptoSecure Exchange will operate.

## 1.6 Litigation

Neither CryptoSecure nor its Service Operator is subject to any litigation as at the publication date of this Disclosure Statement.

## 1.7 SECURE tokens

CryptoSecure SECURE tokens are secure ERC20 standard software accounting units used to record the SECURE token utility use rights. Ownership of CryptoSecure SECURE tokens denotes the holder's right of use of the SECURE tokens for payments and remittances, or to otherwise sell or exchange the SECURE token. SECURE tokens are not to be considered legal tender, securities, or commodities. SECURE tokens are not redeemable for cash through CryptoSecure. Although SECURE tokens may be traded on cryptocurrency exchanges, CryptoSecure disclaims responsibility for their negotiability. SECURE tokens are digital units, bearing value by themselves based on their underlying utility value. SECURE tokens convey no voting rights, no equity interest or any other interest or entitlement in the CryptoSecure economy. SECURE token holders are personally responsible and liable for their security and the security of the wallets, accounts, hot or cold storage used and/or security of any exchange or other party that may be holding their SECURE tokens.

## 2. RISKS AND UNCERTAINTIES

**This Risks section does not purport to advise of all the risks and other significant aspects of the CryptoSecure SECURE tokens or of the CryptoSecure ICO or any other CryptoSecure Offer.**

It is presumed that a majority of SECURE token participants will be familiar with the ICO process, in many cases, having purchased other cryptocurrencies previously. You should also consider any additional risks and considerations relating to SECURE tokens and the CryptoSecure SECURE token ICO, and to consult your own legal, tax, financial and other advisers before entering into any transaction. In a worst-case scenario, you could lose your entire cryptocurrencies and/or the value thereof. You should also be aware that there are potentially other risks that are beyond the control of CryptoSecure and/or its Service Operator. Any party looking to participate in the CryptoSecure SECURE token ICO should ensure they fully understand the SECURE token ICO, cryptocurrencies, wallets, and private key security. Additionally, before participating they should carefully consider and evaluate the risks, including but not limited to those described herein.

### 2.1 Physical Presence

Although CryptoSecure affairs and undertakings are physically administered through its Service Operator, CryptoSecure and SECURE tokens, like Bitcoin, have no specific physical presence in any particular jurisdiction and/or country. However, the legal position of CryptoSecure and/or SECURE tokens may vary depending on facts and circumstances beyond the control of CryptoSecure and/or its Service Operator. Therefore, CryptoSecure and/or SECURE tokens may, at some point or to some extent, become subject to the legal compliance provisions of one or more jurisdictions, and/or become subject to unexpected legal or regulatory implications.

### 2.2 Whitepaper Amendment

At the date of any published CryptoSecure Whitepaper, advice continues to be pursued on matters including but not limited to the governance structure, operational plan, and the SECURE token ICO process. Pending such advice, some or all aspects of the Whitepaper and other information and/or materials may need to be amended. All SECURE token participants should be aware of the risks associated with possible changes which may have adverse effects on the utility and legitimacy of SECURE tokens and/or CryptoSecure.

## 2.3 Limited Information

CryptoSecure is still in early development and its blockchain is still in development. Therefore, final design and other technical specifications and parameters may be updated and changed frequently without notice or, alternatively, although considered unlikely, need to be replaced. Whilst the CryptoSecure Whitepaper and/or the CryptoSecure website contain the key information currently available in relation to CryptoSecure and the SECURE token ICO, it is subject to change, adjustments and updates that may from time to time be required or desirable. The CryptoSecure website will keep parties updated with regard to such changes, if any.

## 2.4 Volatility of Cryptocurrencies

As has been evidenced in the market price of cryptocurrencies, individual prices can be subject to extreme volatility. The volatility of cryptocurrencies is beyond the control of CryptoSecure and/or its Service Operator. SECURE tokens are based on the market leading Ethereum ERC20 standard and, being dependent upon Ethereum, should there be any malfunction, unexpected functionality issues, forking, or a breakdown or any abandonment of Ethereum, this could have an adverse effect on SECURE tokens.

## 2.5 Regulatory

CryptoSecure operations and the SECURE token ICO particularly, may involve untested areas of law and regulation and, in any jurisdiction, could be subject to laws or regulation change on short notice. Legal status and regulatory outcome in any or all global jurisdictions is impossible to predict and cryptocurrency token issues and offers and/or ICOs may at any time potentially become subject to regulatory approval in various jurisdictions. Should CryptoSecure, directly and/or through its Service Operator, receive notices, warnings, or demands from any authority, or be ordered to suspend or terminate the ICO, then CryptoSecure may need to withdraw or suspend the ICO within the respective jurisdiction and/or defend its position. Consequently, SECURE token participants of any such jurisdiction in which such process may originate may be detrimentally and/or financially affected. Therefore, further development, marketing, and promotion of the ICO, or subsequent ability for parties to use SECURE tokens for CryptoSecure products or services, or to trade SECURE tokens, may be seriously affected, delayed, or terminated. Regulatory policies can change with or without notice and any existing tolerance or approval of SECURE tokens, CryptoSecure or the ICO in any jurisdiction may be withdrawn without notice. Despite SECURE tokens being a digital use, decentralized and nationless cryptocurrency, they may at any time, in any jurisdiction, be deemed a security, currency, virtual commodity or similar and therefore could be prohibited from being offered for exchange, or for sale on cryptocurrency exchanges, distributed, or otherwise dealt with or held, pursuant to local regulation enactment. SECURE tokens and/or CryptoSecure, in such circumstance, could be deemed within such respective jurisdictions to be regulated and/or restricted products. There is therefore no guarantee that SECURE tokens and/or CryptoSecure will be able to maintain approved legal or regulatory status or compliance in any such particular jurisdiction at any time.

## 2.6 Security

CryptoSecure, SECURE tokens and the ICO rely on the blockchain, software, technology, and un-permissioned and/or permissioned distributed ledgers developed and being developed. Accordingly, CryptoSecure and SECURE tokens will be dependent upon the CryptoSecure Blockchain and associated software, smart contracts, encryption and similar, proving to be robust and serviceable at all times. Any compromise at any time, intentional or unintentional, may threaten or otherwise harm the core infrastructure elements of the SECURE tokens and their underlying technologies and/or assets.

## 2.7 SECURE Token Platform Development

The SECURE token platform is still in its development phase and is subject to change, especially with regards to security aspects of the platform. There may be changes in design, implementation, and execution aspects of the platform at the discretion of CryptoSecure.

## 2.8 Hacking, Cyber and/or DDS Attacks

As CryptoSecure SECURE tokens are Internet based and connected to public and un-permissioned systems, they may at any time become subject to hacking, and other malicious cyber-attacks, including Distributed Denial of Service (DDoS). These attacks may temporarily or permanently impair the CryptoSecure Blockchain and operations. In any extreme case, the CryptoSecure Blockchain may also become unusable for an extensive and undefined period.

To the extent that the SECURE token platform may be based on open-source software there is a risk that weaknesses may maliciously or otherwise be introduced that could have a negative effect on SECURE tokens and their trading capability. Hackers and/or other parties may try to steal cryptocurrencies exchanged during the ICO which could negatively impact the ICO process. In this regard CryptoSecure is implementing multi-factor security measures to safeguard any cryptocurrencies exchanged for SECURE tokens.

## 2.9 Loss of Private Key

The loss or destruction of any SECURE token holder's Private Key will permanently and irreversibly deny the token holder access to their SECURE tokens as this is controlled only by the validation of both the relevant unique Public and Private Keys through their local or online wallet. **It is emphasized that it is the explicit liability of all SECURE token holders to safeguard and securely store their Private Keys.** Under no circumstance shall CryptoSecure, the CryptoSecure Service Operator or any other CryptoSecure related party have any liability whatsoever for any SECURE token holder's loss of their Private Key.

## 2.10 Limited History

CryptoSecure is a very recent initiative and has no past operational history.

## 2.11 Taxes

All and any tax liability of SECURE token holders incurred through participation in SECURE tokens is exclusively that of the respective participants within their own jurisdictions. CryptoSecure provides no advice or recommendation.

## 2.12 Cryptocurrency Trading Risks

As the cryptocurrencies market is relatively new and only demonstrated serious traction and trading volume over the past 18 months, many of the risks are yet not fully understood by cryptocurrency holders, the media, and/or public commentators. It is important to be aware that cryptocurrencies are in fact software units traded through the Internet and very often from wireless devices. The use of wireless devices especially increases the security risk. Should a hacker gain access to your cryptocurrency wallet Private Key, or your exchange, you risk losing all cryptocurrency holdings as has unfortunately experienced by many. Therefore, among other things, security and secrecy of your Private Key is paramount. This is also the case should you lose or forget your Private Key as, in this case, you will not be able to access your account resulting in the loss of your cryptocurrencies.



Additionally, the cryptocurrencies market is unregulated and while this may present efficiencies and benefits, trading through many of the current exchanges comes with significant risk. This, to a large degree, is mitigated when accounts and trading are through the larger exchanges, especially the ones which have chosen to be regulated within their respective jurisdictions. Importantly, unlike the case with banks and credit/debit card issuers, should your computer, account or Private Key be compromised, there is no recourse and you could lose all your holdings. Therefore, your own security measures are paramount.

### **2.13 Unforeseen Risks**

Blockchain, cryptocurrencies (tokens and coins) are relatively new and largely untested software and encryption technologies and, as such, there are risks as outlined herein. There are also risks that cannot be anticipated or foreseen and/or a combination thereof should be considered by all contemplating participation in CryptoSecure SECURE tokens.

## **3. FORWARD LOOKING STATEMENT**

The CryptoSecure website, Whitepaper presentation, and this Agreement may contain certain "forward-looking statements" with respect to SECURE tokens and to certain of CryptoSecure plans and its current goals and expectations relating to its future plans, financial condition, performance, results, strategy and objectives. Statements that are not historical facts, including statements about CryptoSecure's beliefs and expectations, and including, without limitation, statements containing the words "may", "will", "should", "continue", "aims", "estimates", "projects", "believes", "intends", "expects", "plans", "seeks" and words of similar meaning, are forward-looking statements. These statements are based on current plans, estimates and projections as at the time they are made and therefore undue reliance should not be placed on them. By their nature, all forward-looking statements involve risk and uncertainty. A number of important factors could cause the CryptoSecure economy actual future financial condition or performance or other indicated results to differ materially from those indicated in any forward-looking statement. Such factors include, but are not limited to, future market conditions, including fluctuations in interest rates and exchange rates, the potential for a sustained low-interest rate environment, and the performance of financial markets generally; the policies and actions of regulatory authorities, including, for example, the impact of competition, economic growth, inflation, and deflation; the timing, impact and other uncertainties of future acquisitions or combinations within relevant industries; the impact of changes in capital, solvency standards or accounting standards or relevant regulatory frameworks, and tax and other legislation and regulations in jurisdictions where CryptoSecure may directly or indirectly operate and/or plan to operate, and/or SECURE tokens are exchanged, traded and/or planned to be exchanged or traded; and the impact of any legal actions and disputes that may arise. These and other important factors may result in changes to assumptions used for determining expectations, projections and/or results of operations.

Any forward-looking statements contained in this section are made only as of the date on which they are made. CryptoSecure expressly disclaims any obligation to update any of the forward-looking statements contained in this section or any other forward-looking statements it may make, whether as a result of future events, new information or otherwise, except as required pursuant to compliance with any applicable laws and regulations, as they may apply to CryptoSecure, if at all.