

DIMCOIN FOUNDATION
CROWDSALE
PROSPECTUS



TOKEN NAME: DIM Token

A DIM Token represents the right to receive a part of distributable profits of the DIM Ecosystem. All token holders with 50 tokens and above will have the right to receive 30% of net transfer fees of the DIMCOIN, DIM Currencies and cryptonised assets within the DIM Ecosystem. The Tokens will be assigned pro-rata to the funds provided to the DIMCOIN Foundation during the ICO.

PAYOUT STRUCTURE:

According to the Bylaws, at the end of each month, 30% of distributable profit of the net transfer fees are transferred to the specific DEPOTWALLET addresses. The net fees will be distributed according to the token percentage of the DIM Token holders (i.e. the stake of profit is received pro-rata the share of tokens owned).

TOKEN SUPPLY:

The total supply is 10 million Tokens (10,000,000)

MINIMUM TO PURCHASE

1 Token

MAXIMUM TO PURCHASE

4,5 Million Tokens

RATE:

Price per token is 1 USD

TOKEN STRUCTURE:

1 Token=100 DIMCOIN

GROUP STRUCTURE:

*DIMCOIN Foundation
Hybrid Stock Exchange
WISE Consulting*

BONUS DIMCOIN AVAILABLE

*30% = 1st (12:00 CET) - 15th (23:59 CET) of July
20% = 16th (00:00 CET) - 29th (23:59 CET) of July
15% = 30th of July (00:00 CET) - 12th (23:59 CET) of August
10% = 13th (00:00 CET) - 19th (23:59 CET) of August
5% = 20th (00:00 CET) - 27th (23:59 CET) of August*

[Bonus DIMCOIN END on the last day of ICO or when DIM Tokens are finished]

For more information on DIMCOIN or the Campaign, please visit “www.dimcoin.io” for the “DIMCOIN Whitepaper”.

Prospectus of DIMCOIN Foundation

INTRODUCTION

The DIMCOIN Foundation (“**DIMCOIN Foundation**”) is developing the DIM Ecosystem which comprises of Hybrid Stock Exchange, WISE Consulting and the DEPOTWALLET. Users within the ecosystem will be able to buy and sell DIMCOIN, DIM Currencies and cryptonised (securitised) assets peer-to-peer (p2p).

To fund the coding, development, promotion, marketing, ecosystem building and otherwise of the DIM, the DIMCOIN Foundation hereby initiates this crowdsale campaign (**the “Campaign”**) to raise funds in cryptocurrencies from backers worldwide. In this connection, 10,000,000 of the DIM Tokens of the Foundation will be available for sale during the Campaign. Purchase of DIM Tokens during the Campaign will be made on a purely voluntary basis. Purchase, holding or use of any DIM Token is not risk-free. See **Chapter 13 “Risk Factors”** for details.

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CHAPTER 1

OVERVIEW

DIMCOIN FOUNDATION

The DIMCOIN Foundation is a non-profit organisation that is responsible for the creation, management, distribution and oversight of the DIM (DIMCOIN and DIM Currencies), and future creations under the DIM copyrights.

DIM

The Data Interchange Module (DIM) cryptocurrency is a p2p, quantity-committed, secure, private and robust digital medium of exchange. Its cryptography guarantees security and speed. It is different from the rest of its competitors because it is part of an ecosystem. Ownership of the DIM cryptocurrency offers entry into the ecosystem and the services within it. The DIM is created and issued by the DIMCOIN Foundation to WISE Consulting, who will function as an exchange bureau. There are two versions of the DIM cryptocurrency: DIMCOIN and DIM Currencies.

DIMCOIN

The DIMCOIN is a speculative digital coin that is available worldwide. It is built upon the NEM blockchain protocol, making the coins low-cost and transparent. The coins contain high confirmation speeds and are 99.99% immune to fraudulent activities. The DIMCOIN has a quantity commitment of 9 billion coins. The coins will be available on major cryptocurrency exchange platforms. The price of the DIMCOIN will be determined by market forces and cryptocurrency exchange mechanisms. Users will be able to buy and sell DIMCOIN using fiat currencies and cryptocurrencies. The DIMCOIN is integer and is not available in fractional amounts.

DIM CURRENCIES

The second version of the DIM cryptocurrency is the DIM Currencies, which will be equivalent to the value of the fiat currencies that users exchange with. The DIM Currencies will be utilised as a medium of exchange in the DIM Ecosystem. They will also be used for e-commerce and merchant purchasing on platforms that will accept the DIM cryptocurrency.

DIM TOKENS

The tokens will represent a form of ownership of the DIM Ecosystem. Token holders with +50 DIM Tokens will receive 30% of the net fee transfers on the DIMCOIN, DIM Currencies and cryptonised assets conducted in the DIM Token. The 30%

net transfer fees
will be distributed
according to the

percentage of tokens each token holder owns. As long as token holders possess the DIM Tokens, they will receive their commission.

DIM ECOSYSTEM

The DIM Ecosystem is a blockchain-based financial platform that offers services ranging from equity trading to fiat-cryptocurrency conversion. The platform is the world's first due to the combination of services offered, technology behind the ecosystem, low fees charged and the interlinked nature of the ecosystem. The ecosystem eliminates the exclusionary high walls set by mainstream financial platforms. It also gives the user an empowering p2p trading platform and allows ordinary users to get access to financial markets that were once reserved only for professionals and institutional investors.

CHAPTER 2

INTRODUCTION OF DIM TOKEN The DIM Tokens will be made available to the public at the DIMCOIN ICO, during which 10 million will be available. One DIM Token will be equivalent to 100 DIMCOIN, each being worth \$0.01. The tokens will represent a form of ownership of the DIM Ecosystem. Token holders with +50 DIM Tokens will receive 30% of the net fee transfers on the DIMCOIN, DIM Currencies and cryptonised assets conducted in the DIM Ecosystem. The 30% net transfer fees will be distributed according to the percentage of tokens each token holder owns. As long as token holders possess the DIM Tokens, they will receive their commission.

The DIM Tokens offer limited real rights as contained in the DIMCOIN ICO terms and conditions. The DIM Tokens are transferable, they are not securities, are not refundable and are not for speculative investment. No promises of future performance or value are or will be made in respect to the DIMCOIN, including no promise of inherent value, no promise of continuing payments, and no guarantee that the DIMCOIN will hold any particular value. The DIM Tokens are sold as functional goods and all the proceeds received from them through the ICO will be spent free from any conditions. The ten million (10,000,000) DIM Tokens will be created and distributed

by the DIMCOIN Foundation via crowdsale during the Campaign.

ADVANTAGES OF DIM TOKENS Purchasing the DIM Tokens during the ICO rounds has the following benefits for early enthusiasts and backers of the DIMCOIN:

- Token holders with +50 DIM Tokens will receive 30% of the net fees, according to the token percentages, from DIMCOIN, DIM Currencies and cryptonised assets' transfers within the entire ecosystem.
- Token holders can get access into the services provided within the DIM Ecosystem.
- The DIMCOIN can be exchanged with major cryptocurrencies and fiat currencies.
- The DIMCOIN is currently only available through ICO rounds but will later be made available to purchase.
- DIM Token holders will have the liberty to sell their DIMCOIN on the market at their discretion after the ICO ends.
- If the ICO is mostly successful, the price of the DIMCOIN will automatically increase.

NON-FINANCIAL NATURE OF DIM TOKENS Being merely the virtual fuel for the running of the DIM Ecosystem, by nature DIM Tokens are NOT and shall in NO case be understood, deemed, interpreted or construed as:

- (i) any kind of currency or money, whether fiat or not;
- (ii) debt investment of any kind in any venture;
- (iii) any commercial paper or negotiable instrument;
- (iv) any form of investment contract between the relevant holder and any other person;
- (v) any commodity or asset that any person is obliged to redeem or purchase.

CHAPTER 3

INTRODUCTION OF THE DIMCOIN FOUNDATION The DIMCOIN Foundation is a non-profit organisation that is responsible for the creation, management and distribution of the DIM (DIMCOIN and DIM Currencies) and DIM Tokens and is a central production hub of the

DIM Currencies. Its functions will also include cryptonising assets and creating future products or services under the DIM copyrights. All the profits received by the foundation will be utilised to further improve the DIM in order to increase its value.

DIMCOIN Foundation Long- term Goals

The DIMCOIN Foundation's long-term goals are to:

- become a major exchange platform for altcoins,
- make the process of splitting currencies easier; e.g. we are able to create currencies for regions that wish to have a currency separate from their national currency,
- create currencies for certain sectors and industries
- create a community payment system for local needs.

Progress and Development

The DIM Ecosystem's goals are to:

- have the DIMCOIN listed on the major cryptocurrency exchanges (such as Poloniex, Bithumb, Bitfinex, etc.) by the end of 2017,
- have debit cards integrated into DEPOTWALLET and provide a physical card by the end of 2017,
- have the DIM Currencies accepted by retailers and others as a medium of exchange for e-commerce by the end of 2017,
- launch an android application for the DIMCOIN by the end of 2017,
- increase the usage of the DIMCOIN across Europe during 2017,
- increase the usage of the DIMCOIN across North America during 2017,
- reprogram HYBSE into a full blockchain platform by 2018,
- promote the DIMCOIN across Asia during 2018,
- have 1% of the worldwide stock trade conducted via the DIM Ecosystem (HYBSE) by 2019,
- promote the DIMCOIN in Russia during 2019,
- introduce the DIMCOIN in the United Kingdom 2019, and to
- have the DIM Ecosystem listed on the major global stock exchanges by 2020.

SUPPLY AND PLANNED ALLOCATION OF DIMCOINS

The total supply of DIMCOIN will be in the number of nine billion (9,000,000,000) in total (including those available for sale during the Campaign). It is planned that the initial supply of the DIMCOIN will be allocated as follows:

- three billion coins will be allocated for ICOs. (1 billion coins for each individual ICO).
- The DIMCOIN ICO will receive 1 billion coins.
- HYBSE ICO will receive 1 billion coins.
- The DEPOTWALLET ICO will receive 1 billion coins.
- 500 million coins will be given to associates, business associates, ambassadors and employees.
- 500 million coins will be used for marketing and development purposes.
- two billion will remain with the DIMCOIN Foundation as coin reserves.
- three billion will be transferred to WISE Consulting for exchange purposes.

CHAPTER 4

USE OF PROCEEDS

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

- (i) The development of our primary entities within the DIM Ecosystem,
- (ii) The development and expansion of the DIM Ecosystem,
- (iii) The promotion of the coin and the ecosystem,
- (iv) For the acquisition of licenses and other legal requirements that will need to be met,
- (v) To provide education to the general public on the DIM Ecosystem and Blockchain in general.

EXPENSES

The Foundation will 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 without limitation 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.dimfoundation.com” (the “**Website**”). Each Purchaser shall pay regular attention to the announcements, news, articles, newsletters or otherwise 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 5

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 DIM Tokens for Crowdsale by visiting the Website, registering himself/herself with the Website, requesting or reading any materials (such as this Prospectus or the DIMCOIN 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 dimcoin.io, dimcoinexchange.com and depotwallet.com websites approved by the Foundation.

(iii) Each Purchaser will, upon participating in the Campaign, be deemed as having perused and comprehended this Prospectus and the DIMCOIN Whitepaper in full (including the risk factors set forth in Chapter 13 below) and having voluntarily accepted all the warranties and disclaimers made and the risks disclosed hereunder.

(iv) No Purchaser shall be entitled to claim any DIM Tokens for Crowdsale from the Foundation directly.

(v) Without prejudice to any “know your customer” exercise that may be separately conducted, the Foundation shall be entitled to take any action to identify any Purchaser at any time. If the Foundation conducts “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 timely provide all such information and meet all such requests as may

be sought or instructed.

CHAPTER 6

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

- (i) The Whitepaper of the DIMCOIN;
- (ii) The Prospectus of DIM Tokens Crowdsale (the “Crowdsale Prospectus”).

The documents identified above are available at “www.dimcoin.io”, and are incorporated as integral parts to this Agreement. If a Purchaser has any question or doubt on anything contained or unaddressed in any of these documents, they must send an email request to support@dimcoin.io. Purchaser should refrain from participating in the Crowdsale or purchasing any DIM Tokens 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 crypto-tokens 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 crypto-tokens;

(vi) No consent, approval, order or authorisation of, or registration, qualification, designation, declaration or filing with, any federal, state or this document is not a solicitation for investment and does not 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 key of the sending address out of which he/she makes any payment for purchasing the DIM Tokens for Crowdsale;

(viii) He/she only uses such crypto-tokens as lawfully acquired and does not participate in the Campaign for any money-laundering, terrorism financing, illegal or other illicit purposes;

(ix) (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.

(x) 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 DIM Tokens for Crowdsale from, any Purchaser who has made a false representation in the sole judgement of the Foundation.

CHAPTER 7

REQUIREMENTS FOR CROWDSALE PARTICIPATIONS

1. The Purchaser shall meet certain qualification requirements set forth in the Crowdsale Prospectus 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 Prospectus.

2. The purchaser shall only participate in the Crowdsale through the crypto-currency exchanges or crowdfunding

portals recognised and announced by the DIMCOIN Foundation in advance and shall in no case be allowed to purchase DIM Tokens from, or make any payment to, the DIMCOIN Foundation directly.

3. The Crowdsale will not involve issuance of any currency, securities (whether equity securities or otherwise) or other kind of investment certificate. The DIM Tokens to be sold during the Crowdsale are merely cryptographic tokens usable in the DIM Ecosystem of the Foundation.

4. Only the currencies listed in Chapter 8 below will be accepted as payment for purchasing the DIM Tokens offered in the Crowdsale. The number of DIM Tokens to be purchased will be determined by the DIM Tokens price set forth in the Crowdsale Prospectus.

5. Payment for purchasing DIM Tokens will be non-refundable. So 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 at such time and in such manner as the Foundation may think appropriate.

6. The Foundation disclaims any representation, warranty, commitment or liability other than those expressly stated in the Crowdsale Prospectus. Purchasers will not be entitled to any claim against the Foundation for whatever the Foundation is not expressly committed to or responsible for.

7. The Foundation reserves the right to conduct “know your customer” exercise and any other kind of customer due diligence on purchasers at any time (including after the close of the Crowdsale). If the Foundation discovers that the purchase of DIM Tokens violate this Agreement or any anti-money laundering, counter-terrorism financing or other regulatory requirements, purchase of DIM Tokens under the Crowdsale shall be invalid with retroactive effect and the

Foundation shall be entitled to immediately terminate this Agreement with the Purchaser, deny access to the Crowdsale, reject delivery of any DIM Tokens and request return of any delivered DIM Tokens, irrespective of any payment that the Purchaser could have made.

CHAPTER 8

BTC, ETH, LTC, XEM, DASH, USDT

ACCEPTED CURRENCIES

CHAPTER 9

DIM TOKENS FOR CROWDSALE

The number of the DIM Tokens for Crowdsale is ten million (10,000,000) in total, which represents the maximum number of DIM Tokens available for crowdsale during the Campaign. Each Purchaser shall be entitled to purchase a maximum of 4.5 million DIM Tokens out of the DIMCOIN Crowdsale subject to:

- (a) availability of the DIM Tokens from the Crowdsale through which he/she participates in the Campaign; and
- (b) the remaining number of the DIM Tokens for Crowdsale that has not been sold by then.

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

PRICE

The price of each DIM Token for Crowdsale is static and does not vary.

PAYMENT

(i) Effecting a payment by a Purchaser shall be deemed as such Purchaser having accepted all the terms and conditions contained in this Prospectus and shall also be deemed as an agreement to purchase the DIM Tokens for Crowdsale in accordance with this Prospectus.

(ii) Only the currencies listed in Chapter 8 above will be accepted as payment for the DIM Tokens 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 DIM Tokens for Crowdsale will be determined and announced by the Foundation. 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 DIM Tokens for Crowdsale. Sending to any other address will neither be recognised by the Foundation as a valid payment hereunder nor entitle the sending person to claim any DIM Tokens for Crowdsale.

PAYMENT WINDOW

During the Campaign, the Payment Window for the Purchasers to purchase and pay for the DIM Tokens during the **Pre ICO** will be open from the 1st (12:00 pm CET) to the 15th (11:59 am CET) of July 2017.

For the **ICO**, the window period will be from the 16th (12:00 pm CET) of July to the 27th (11:59 am CET) of August.

CHAPTER 10

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 eight signatures are required to execute any payment from each of such wallets). The keys to such multi-signature wallets will be controlled by senior personnel from various functions of the DIMCOIN Foundation, and trusted external advisers.

DELIVERY

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

(i) the official DEPOTWALLET program has been released by or on behalf of the DIMCOIN Foundation. DEPOTWALLET

(*depotwallet.com*) is a state-of-the-art blockchain wallet that permits users to buy, sell, manage and hold DIM cryptocurrencies and cryptonised assets.

(ii) the platform through which the Purchaser has participated in the Campaign correctly follows the DIM Tokens claim procedure as indicated by the Foundation; and

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

The DIMCOIN Foundation does not guarantee that all the conditions mentioned above will be satisfied by each Purchaser. Each Purchaser shall only claim his/her purchased DIM Tokens for Crowdsale from the relevant platform through which he/she has participated in the Campaign. The Foundation will not directly deliver any DIM Tokens for Crowdsale to any 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 DIM Tokens for Crowdsale could fail, become impossible or be missent.

**NO
REDEMPTION**

Neither the DIMCOIN Foundation nor anyone else is obliged to redeem or purchase any DIM Tokens from any Purchaser at any time.

**PRE-DELIVERY
ASSIGNMENT**

The DIM Tokens 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 DIM Tokens for Crowdsale hereunder to any other person, no matter with or without consideration. All such assignments are prohibited and will be neither valid nor recognised by or binding on the DIMCOIN Foundation.

**POST-DELIVERY
ATTENTION**

Each Purchaser shall have the sole responsibility to attend to and take care of the DIM Tokens for Crowdsale delivered to him/her, especially keeping the private key(s) to his/her DEPOTWALLET in a secure manner. The DIMCOIN Foundation shall not be liable

to any extent for any DIM Tokens loss or theft of any Purchaser after the delivery, for whatever cause such loss or theft could have occurred.

CHAPTER 11

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

(i) The Campaign is held illegal or irregular under the applicable laws of any jurisdiction, is prohibited, banned or forced to cease by any government in any jurisdiction; and

(ii) 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.

(iii) For any cause the DIMCOIN Foundation elects to terminate the Campaign prior to the close of the Payment Window by making an announcement on the Website;

(iv) 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 DIMCOIN Foundation.

CHAPTER 12

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 13 “**Risk Factors**” shall still apply. This Chapter, Chapter 12 “**Survival**” shall survive the termination of the Campaign to remain effective and binding.

CHAPTER 13

RISK FACTORS The DIMCOIN 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. Each Purchaser should pay particular attention to the fact that, although in the next 6 months the DIMCOIN Foundation will be established in the Republic of Mauritius, the DIM Tokens lie in cyberspace only without physical presence and hence do not fall within or pertain to any specific jurisdiction. Participating in the Campaign shall be an action based upon prudent decision and will be deemed as the relevant Purchaser having been fully aware of and agreed to take all the risks below:

Termination of the Campaign The Campaign may be terminated pursuant to Chapter 11 “**Termination**”, in case of which a Purchaser may not be refunded with his/her payment as a result.

Insufficient Information Availability

The DIMCOIN Foundation is at the stage of development as of the date of this Prospectus and its philosophy, consensus mechanism, algorithm, code and other technical specifications and parameters could be updated and changed frequently and constantly. While the DIMCOIN 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 DIMCOIN Foundation might make from time to time for certain purposes.

The DIMCOIN 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.

Regulatory Measures

Crypto-tokens are being, or may be, overseen by the regulatory authorities of various jurisdictions. The DIMCOIN 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 DIM Tokens 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 on the Foundation or the Campaign in any jurisdiction could be just temporary.

DIM Tokens could be defined from time to time as 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.

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 DIM Tokens held by any person. To a reasonable extent, the DIMCOIN 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 DIMCOIN Foundation will try its best to accommodate the continuing changes in the domains of cryptography and security.

Development Failure or Abortion

The Foundation is still in the process of development, rather than a finished product ready to launch. Due to the technological complexity of the Foundation's system, the DIMCOIN Foundation could be faced with unforeseeable and/or insurmountable difficulties from time to time. Accordingly, the development of the Foundation could fail or abort at any time for any cause (including insufficiency of funds). The development failure or abortion would result in non-availability of the purchased DIM Tokens for Crowdsale to any Purchaser.

**Theft of
Crowdsale
Proceeds**

There may be attempts to steal the Crowdsale proceeds received by the DIMCOIN Foundation. Such a theft or attempted theft may impact the ability of the DIMCOIN Foundation to fund the development of the DIM Ecosystem. While the DIMCOIN

Foundation will adopt cutting-edge technical solutions to keep the Crowdsale proceeds safe, certain cyber-thefts could be hardly unpreventable.

**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 DIM Tokens' value.

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 DIM Tokens or any other digital tokens held by a Purchaser.

**Unauthorised
Claim of DIM
Tokens 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 DIM Tokens for Crowdsale in bad faith. As such, the relevant purchased DIM Tokens for Crowdsale may be missent to that person, which sending is not revocable or reversible. 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.

Private Key of the Foundation's DEPOTWALLET The loss or destruction of a private key required to access DIM Tokens may be irreversible. DIM Tokens 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 DIM Tokens.

Forking The DIMCOIN 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 monopolise 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 authorisation of anyone else. The acceptance of the Foundation patches or upgrades by a significant, but not overwhelming, percentage of the DIM Token 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.

Popularity The value of DIM Tokens hinges heavily on the popularity of the Foundation system. The DIMCOIN is not expected to be popular, prevalent or widely used soon after the Launch. The worst-case scenario is that the DIMCOIN may even remain marginalised in the long run, appealing to only a minimal portion of the users and application developers. By contrast, a significant portion of DIM Tokens demand could be of speculative nature. The lack of users and commercial utilisation may result in increasing volatility of DIM Tokens market price and consequently compromise the DIMCOIN's long-term development. The Foundation will not (nor has the responsibility to) stabilise or otherwise affect DIM Tokens' market price.

Liquidity The DIM Token is not a currency issued by any individual, entity, central bank or national, supra-national or quasi-national organisation, nor is it backed by any hard assets or other credit.

The circulation and trading of DIM Tokens on the market are not what the Foundation is responsible for or pursues.

Trading of DIM Tokens merely depends on the consensus on its value between the relevant market participants. Nobody is obliged to redeem or purchase any DIM Tokens from any DIM Tokens holder (including the Purchasers). Nor does anyone guarantee the liquidity or market price of DIM Tokens to any extent at any time. To divest his/her DIM Tokens portfolio, a DIM Token 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.

Price Volatility

Cryptographic tokens, 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 or other lcoins. 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 DIM Tokens, whether or not there would be such markets for DIM Tokens. Therefore, the Foundation neither is obliged to tame the price volatility of DIM Tokens nor cares about that. The risks associated with DIM Tokens trading price have to be taken by the DIM Tokens traders themselves.

Competition

The foundation'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 utilise the source code and/or underlying protocol of the Foundation 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 Foundation. Besides, there have been and will be various competing blockchain-based platforms that serve, facilitate, incubate or boost the creation and deployment of assorted decentralised applications and/or smart contracts. The Foundation will in no case be capable of eliminating, preventing, restricting or minimising such

competing efforts that aim to contest with or overtake the Foundation.

CHAPTER 14

NO REPRESENTATION OR WARRANTY The DIMCOIN Foundation does not make, and hereby disclaims, any representation or warranty with respect to the Campaign, the Foundation or DIM Tokens (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 DIM Tokens shall be made based on his/her own knowledge of the Foundation and DIM Tokens and the information disclosed herein or in the DIMCOIN Whitepaper. Without prejudice to the generality of the foregoing, each Purchaser will, upon the Launch of the DIM Tokens and availability of DEPOTWALLET, accept the purchased DIM Tokens on an "as is" basis, irrespective of the technical specifications, parameters, performance or function thereof.

CHAPTER 15

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

1. any person participation 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's participation in the Campaign in violation of any representation, warranty, obligation, covenant or other provision under this Prospectus, and the resulting failure or inability to retrieve his/her payment or to claim relevant purchased DIM Tokens for Crowdsale;
3. early termination of the Campaign for any reason;
4. failure or abortion of the Foundation development and resulting failure to deliver the purchased DIM Tokens for Crowdsale to the Purchasers;
5. delay or rescheduling of the Foundation development and resulting failure to meet any anticipated milestone;
6. any error, bug, flaw, defect or otherwise of the source code of the Foundation;
7. any malfunction, breakdown, collapse, rollback or hardforking of the NEM blockchain of the Foundation after the Launch;

8. failure of the DIM Tokens to meet any specific purpose, or unfitness for any specific use;
9. utilisation of the proceeds raised through the Campaign;
10. failure to timely and completely disclose any information relating to the development of the Foundation;
11. any Purchaser's divulgence, loss or destruction of the private key of his/her crypto-currency or DEPOTWALLET (inter alia, the DEPOTWALLET as downloaded and used by that Purchaser);
12. any default, breach, infringement, breakdown, collapse, service suspension or interruption, fraud, mishandling, misconduct, malpractice, negligence, bankruptcy, insolvency, dissolution or winding-up of the Foundation;
13. any difference, conflict or contradiction between this Prospectus and an agreement between any parties;
14. trading or speculation of DIM Tokens by any person;
15. listing or delisting of DIM Tokens on or from any crypto-currency exchange;
16. DIM Tokens 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;
17. any applications, smart contracts or other programs on the NEM blockchain of the Foundation;
18. or any risk factors disclosed in this Prospectus 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 16

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 DIM Tokens (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 17

NO WAIVER

The failure of the DIMCOIN 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 Prospectus shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

CHAPTER 18

SEVERABILITY If any portion of this Prospectus 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 Prospectus in that jurisdiction nor the legality or validity of the Prospectus in any other jurisdiction.

CHAPTER 19

TITLES AND SUBTITLES

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

CHAPTER 20

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.

CHAPTER 21

PRECEDENCE If there is any separate agreement between a Purchaser and parties, this Prospectus 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.