



VOICE OF COINS



VOC25 SALE APPLICATION

January 2018

VOICE OF COINS VOC25 SALE APPLICATION

1 Confidentiality and Data Protection

- 1.1 I will keep confidential and will not disclose to third parties (other than my tax or other financial advisors under like conditions of confidentiality) any and all information regarding Voice of Coins, an exempted company, registered under the laws of the Cayman Islands (**Voice of Coins**) provided, however, that this confidential treatment shall not apply to the tax treatment and tax structure of an acquisition of VOC25 tokens and all materials of any kind (including opinions or other tax analyses) that are provided to me relating to such tax treatment and tax structure.
- 1.2 I understand, acknowledge and agree that Voice of Coins and each of its agents and delegates and each of their respective principals, members, managers, officers, directors, stockholders, employees and agents (**Relevant Party**) may use, store and/or process my Client Information (as defined below) for any lawful and reasonable purpose(s) in connection with:
- (a) my application for VOC25 tokens and/or holding of VOC25 tokens; and
 - (b) purposes which are ancillary to my application for VOC25 Tokens and/or holding of VOC25 tokens, including but not limited to the following:
 - (i) analyzing Voice of Coins' financial performance and generating internal financial and marketing reports;
 - (ii) assessing legal and financial risks and collecting debts; and
 - (iii) the discharge of services by service providers to Voice of Coins.
- 1.3 I understand, acknowledge and agree that:
- (a) a Relevant Party may transfer my Client Information if required by law, to someone in another country on the basis that anyone to whom it is passed provides an adequate level of protection;
 - (b) that other country may not provide the same level or type of statutory (other legal) protection as the Cayman Islands; and
 - (c) in some circumstances, my Client Information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.
- 1.4 I understand, acknowledge and agree that "Client Information" includes:
- (a) all the details held by a Relevant Party in connection with my application for VOC25 Tokens and/or holding of VOC25 tokens, whether those details are supplied by me or come from third parties; and
 - (b) personal data, if any, about me.
- 1.5 I shall have no claim against any Relevant Party for any form of damages or liability in connection with any action, inaction or omission of a Relevant Party in relation to my Confidential Information save where such Relevant Party has acted fraudulently, with Gross Negligence or with willful default. For these purposes, "Gross Negligence", in relation to a person, means a standard of conduct beyond negligence whereby that person acts or fails to act with actual appreciation of an obvious, unacceptable risk involved, or acts or fails to act with serious disregard of or indifference to an obvious, unacceptable risk.

2 Authorization, Indemnification, Exculpation

- 2.1 I hereby authorize and instruct each of Voice of Coins to accept and execute any instructions given in relation to any VOC25 token acquired by me. I agree to keep each of them indemnified against any loss of any nature whatsoever arising to any of them as a result of any

of them acting upon such instructions and they may each rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions or other instrument believed in good faith to be genuine or to be signed by properly authorized persons.

- 2.2 I indemnify and hold harmless Voice of Coins and its directors, members, partners, shareholders, officers, employees, agents, affiliates and third-party service providers (collectively, the **Indemnified Parties**) against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon instructions given in relation to any VOC25 token purchased by me.
- 2.3 I indemnify and hold harmless the Indemnified Parties from and against any and all losses, liabilities, damages, penalties, costs, fees and expenses (including legal fees and disbursements) that may result, directly or indirectly, from any inaccuracy in or breach of any representation, warranty, covenant or undertaking set forth in this Application or in any other document I deliver to Voice of Coins or from my assertion of my proper authorization to act.
- 2.4 I indemnify and hold harmless the Indemnified Parties from and against any and all losses, liabilities, damages, penalties, costs, fees and expenses (including legal fees and disbursements) that may result, directly or indirectly, from any transfer or purported transfer by me of a VOC25 token in breach of clause 3.10.
- 2.5 I indemnify and hold harmless Voice of Coins and each of its agents and delegates and each of their respective principals, members, managers, officers, directors, stockholders, employees, agents and third-party service providers (each a **FATCA Indemnified Party**) and hold them harmless from and against any withholding and any FATCA (or other withholding or information reporting) related liability, action, proceeding, claim, demand, costs, damages, expenses (including legal expenses) penalties or taxes whatsoever which a FATCA Indemnified Party may suffer or incur as a result of any action or inaction on my part (or on the part of any person related to me). This indemnification shall survive my death or the disposition of my VOC25 token(s).
- 2.6 I indemnify and hold harmless the Indemnified Parties against any loss arising as a result of a delay or failure to process this application or a Reversion request if, in the sole reasonable determination of the relevant party, I have failed to provide such evidence as is required by such parties to satisfy applicable anti-money laundering rules.
- 2.7 I understand, acknowledge and agree that:
 - (a) any Indemnified Party, FATCA Indemnified Party or other identifiable person who is not a party to this Application may enforce any rights granted to it pursuant to this Application in its own right as if it was a party to this Application. Except as expressly provided in the foregoing sentence, a person who is not a party to this Application shall not have any rights under the Contracts (Rights of Third Parties) Law, 2014 (as amended) to enforce any term of this Application. Notwithstanding any term of this Application, the consent of or notice to any person who is not a party to this Application shall not be required for any termination, rescission or Application to any variation, waiver, assignment, novation, release or settlement under this Application at any time;
 - (b) Voice of Coins and the Indemnified Parties may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions or other instrument believed in good faith to be genuine, howsoever given.; and
 - (c) no Indemnified Party shall be liable for the acts, receipts, neglects, defaults or omissions, howsoever arising, of any Indemnified Party in connection with clause 3.10 or clause 3.11.

3 Acknowledgments

I understand, acknowledge, represent, agree and where relevant undertake as follows:

Interpretation

3.1 Terms not defined herein will be as defined in the White Paper and any other terms and conditions of the VOC25 tokens located at <https://voc.fund> (the **Website**). For the avoidance of doubt, "Restricted Territory" shall mean: the United States of America and any other jurisdiction where a VOC25 token qualifies as a security which renders such VOC25 token or Voice of Coins itself subject to regulation in that jurisdiction or where the VOC25 token or Voice of Coins is otherwise subject to legislation triggering prospectus, maintenance of capital, asset backing or any other regulatory requirements, provided that this list may be varied by Voice of Coins by publication on the Website.

3.2 Collectively this application form (this Application), the White Paper and any other terms and conditions of the VOC25 tokens located on the Website comprise and are referred to herein as the Token Sale Terms.

3.3 References to Token Sale Terms and the Articles are to those documents as they may be amended from time to time.

White Paper and/or Terms and Conditions

3.4 I have received and reviewed the Token Sale Terms and have taken appropriate legal and tax advice with respect to the same.

3.5 VOC25 tokens do not represent nor do they entitle the holder, in any way whatever, to:

- (a) a Depository Account;
- (b) a Custodial Account;
- (c) a Cash Value Insurance Contract;
- (d) an Annuity Contract; or
- (e) an Equity Interest;

as such terms are defined in the Tax Information Authority (International Tax Compliance) (Common Reporting Standard) Regulations, 2015.

3.6 Subject to clause 3.11, VOC25 tokens do represent and entitle the holder to a Debt Interest in Voice of Coins as such term is defined in the Tax Information Authority (International Tax Compliance) (Common Reporting Standard) Regulations, 2015, owing to the Reversion mechanics below.

Terms of Tokens

3.7 VOC25 tokens are held subject to the Token Sale Terms.

3.8 No certificate will be issued to in relation to VOC25 tokens and my personal holding of VOC25 tokens will not be reflected, recognized or recorded in any account or ledger maintained by Voice of Coins.

3.9 Voice of Coins does not support any transfer of VOC25 tokens between holders of VOC25 Tokens and Voice of Coins will not bear any responsibility for this operation.

3.10 I shall not transfer or purport to transfer any VOC25 token held by me to another party (**Proposed Transferee**) unless the following conditions (and any other conditions imposed by the Token Sale Terms from time to time) have been satisfied:

- (a) the VOC25 token-holder (**Transferor**) has notified Voice of Coins: (i) in advance of the proposed transfer; and (ii) in writing, of the proposed transfer; and
- (b) the Proposed Transferee has, in advance of the proposed transfer:
 - (i) confirmed to Voice of Coins in a form and manner satisfactory to Voice of Coins that the Proposed Transferee has read, understood and acknowledges and agrees to the Token Sale Terms; and

- (ii) complied with all of the obligations that apply to any applicant for a VOC25 token generally including having provided such information regarding the Proposed Transferee and its beneficial owners and such forms or documentation as may be requested from time to time by Voice of Coins (or any agent of Voice of Coins) to enable Voice of Coins to:
 - (A) verify its identity in compliance with applicable anti-money laundering laws and regulations;
 - (B) ensure compliance with applicable laws and regulations; and
 - (C) avoid or reduce any withholding under FATCA, CRS (or any other applicable law) and to comply with the requirements and obligations imposed on it pursuant to FATCA, CRS (or any other applicable law).
- 3.11 In the event that any VOC25 token is transferred or purported to be transferred otherwise than in accordance with clause 3.10:
- (a) all rights with respect to that VOC25 token shall be immediately suspended (including with respect to Reversion) such that that VOC25 token shall not represent or entitle the holder to a Debt Interest in Voice of Coins as such term is defined in the Tax Information Authority (International Tax Compliance) (Common Reporting Standard) Regulations, 2015 and such rights shall be reinstated only upon the Proposed Transferee complying with the requirements set forth in clause 3.10(a) and 3.10(b); and
 - (b) in the sole discretion of the directors, the VOC25 token itself may be burned by Voice of Coins and all rights with respect to such VOC25 token shall be permanently extinguished with no right to compensation (provided that, in such circumstances, any assets attributable to such VOC25 token shall remain within the overall portfolio of Voice of Coins for the benefit of all holders of VOC25 tokens).
- 3.12 Notwithstanding any other provision of this Agreement, I shall not transfer or purport to transfer any VOC25 token held by me to any party in a Restricted Jurisdiction.

Acquisition and Reversion

- 3.13 Acquisitions and Reversions will be processed by Voice of Coins as per its Token Sale Terms. I understand that, for the purposes of this Application, a "Reversion" means a transaction directly between Voice of Coins and myself whereby VOC25 token registered on my public key revert back to a public key owned or controlled by Voice of Coins or its affiliates in accordance with the Token Sale Terms.
- 3.14 Prior to any purchase of VOC25 tokens, I must pay Digital Currency (**Contributed Amount**) to Voice of Coins in accordance with the Token Sale Terms.
- 3.15 Upon acceptance of my request to buy VOC25 tokens, the Contributed Amount will be converted for VOC25 tokens in accordance with the Token Sale Terms.
- 3.16 Any Reversion proceeds realized and due to me following a Reversion of VOC25 tokens held by me at the point of Reversion (**Reversion Proceeds**) in accordance with Token Sale Terms shall be paid to me as soon as practicable in the manner set forth in the Token Sale Terms.
- 3.17 Reversion Proceeds (and to the extent it has to be repaid, Contributed Amount) shall be transferred and/or reflected on the same Digital Currency address from which the Contributed Amount was originally remitted unless such account or Digital Currency address has been changed and notified to Voice of Coins and all relevant anti-money laundering and other verification procedures have been complied with prior to withdrawal. No Contributed Amount or Reversion Proceeds shall be paid to any Third Party account in respect of VOC25 tokens held by me and reverted.
- 3.18 For so long as any Reversion Proceeds are held as assets of Voice of Coins, I shall accept the risk that a creditor of Voice of Coins may seek to and may be successful in securing discharge

of a liability of Voice of Coins out of Voice of Coins assets, thereby materially adversely affecting the value of my Contributed Amount and/or Reversion Proceeds and potentially reducing one or both to zero. Furthermore, I acknowledge that any interest accruing with respect to such Contributed Amount and/or Reversion Proceeds held in this manner shall be for the benefit of Voice of Coins only.

- 3.19 Purchases of VOC25 tokens are non-refundable and cannot be cancelled.
- 3.20 Voice of Coins has the right to reject any offer to purchase VOC25 Tokens, in whole or in part, without giving a reason for that rejection and in those circumstances, the Contributed Amount will be returned to the same digital wallet address that the Contributed Amount was sent from, less all transfer fees.

Anti-Money Laundering

- 3.21 Voice of Coins (and/or its delegate) may request such evidence as is necessary to verify the identity and source of funds of a prospective token purchaser and to confirm the AML status of any redeeming VOC25 token holder. Voice of Coins shall not accept or repay any Contributed Amount and/or application for VOC25 tokens and shall not pay any Reversion Proceeds until all information required for verification purposes has been provided.
- 3.22 If, as a result of any information or other matter which comes to his attention, any person resident in the Cayman Islands knows or suspects or has reasonable grounds for knowing or suspecting that another person is engaged in criminal conduct or is involved with terrorism or terrorist property and the information for that knowledge or suspicion came to their attention in the course of business in the regulated sector, or other trade, profession, business or employment, the person will be required to report such knowledge or suspicion to (i) the Financial Reporting Authority of the Cayman Islands (FRA) or a nominated officer (appointed in accordance with the Proceeds of Crime Law (Revised) of the Cayman Islands), if the disclosure relates to criminal conduct or money laundering, or (ii) the FRA or a police constable or a nominated officer or the Financial Reporting Authority, pursuant to the Terrorism Law (Revised), pursuant to the Terrorism Law (Revised), if the disclosure relates to involvement with terrorism or terrorist financing and terrorist property; and such a report shall not be treated as a breach of confidence or of any restriction upon the disclosure of information imposed by any enactment or otherwise.
- 3.23 Voice of Coins prohibits acceptance of funds by any persons or entities that are acting, directly or indirectly: (i) in contravention of any U.S. or international laws and regulations, including anti-money laundering regulations or conventions; (ii) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury Department's Office of Foreign Assets Control¹ ("OFAC"), as such list may be amended from time to time; (iii) for a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political², unless Voice of Coins, after being specifically notified in writing that the Purchaser is such a person, conducts further due diligence, and determines that such acquisition shall be permitted; or (iv) for a foreign shell bank³ (such persons or entities in (i) – (iv) are collectively referred to as "Prohibited Persons")

¹ The OFAC list may be accessed on the web at <http://www.treas.gov/ofac>.

² Senior foreign political figure means a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a senior foreign political figure includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure. The immediate family of a senior foreign political figure typically includes the political figure's parents, siblings, spouse, children and in-laws. A close associate of a senior foreign political figure is a person who is widely and publicly known internationally to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

³ Foreign shell bank means a foreign bank without a physical presence in any country, but does not include a regulated affiliate. A post office box or electronic address would not be considered a physical presence. A regulated affiliate means a foreign shell bank that: (1) is an affiliate of a depository institution, credit union, or foreign bank that maintains a physical presence in the United States or a foreign country, as

Tax Information Exchange Obligations

- 3.24 Voice of Coins may be subject to, or determine to fulfill certain obligations (the **Tax Information Exchange Obligations**) to gather and disclose to the competent authorities information relating to purchasers of VOC25 token under: (i) the United States Foreign Account Tax Compliance Act provisions enacted under the United States Hiring Incentives to Restore Employment Act and any guidance, or regulations relating thereto (**FATCA**); (ii) any other legislation, regulations or guidance enacted in any jurisdiction which seeks to implement similar tax reporting, tax information exchange, reporting and/or withholding tax regimes (including the OECD Common Reporting Standard on the automatic exchange of financial account information); (iii) any intergovernmental Application between the Cayman Islands (or any Cayman Islands government body) and the U.S., the U.K. or any other jurisdiction (including any government bodies in any other such jurisdiction), entered into, in order to comply with, facilitate, supplement or implement the legislation, regulations or guidance described in (i) and (ii), including the OECD Multilateral Competent Authority Application; and (iv) any legislation, regulations or guidance in the Cayman Islands that give effect to the foregoing.
- 3.25 I shall execute properly and provide to Voice of Coins the relevant Cayman Islands Tax Information Authority Self-Certification Form found at <https://voc.fund/> (**TIA Form**). I acknowledge and agree that no VOC25 Token shall be validly issued to me until the TIA Form has been properly completed and submitted to Voice of Coins. To the extent a VOC25 token is issued before the TIA Form has been properly completed and submitted to Voice of Coins, the Reversion right of any such VOC25 token may be suspended by Voice of Coins until the TIA Form is properly completed and submitted. Furthermore, I shall execute properly and provide to Voice of Coins in a timely manner any documentation or other information that Voice of Coins or its agents may request in writing from time to time in connection with the Tax Information Obligations. I waive any provision under the laws and regulations of any jurisdiction that would, absent a waiver, prevent or inhibit Voice of Coins's compliance with applicable law as described in this paragraph, including but not limited to the disclosure by Voice of Coins and its agents of the provided information or documentation to applicable regulatory authorities.
- 3.26 Without limitation, I shall promptly to provide any documentation or other information regarding myself and my beneficial owners requested by Voice of Coins or its agents in connection with the Tax Information Exchange Obligations.
- 3.27 If I provide information and/or documentation that is in anyway misleading, or I fail to provide Voice of Coins or its agents or delegates with the information and documentation that has been requested, (whether or not such action or inaction leads to compliance failures by Voice of Coins, or a risk of Voice of Coins or its token holders being subject to withholding tax or other penalties), Voice of Coins reserves the right:
- (a) to take any action and/or pursue all remedies at Voice of Coins's disposal including, without limitation, compulsory Reversion of my VOC25 tokens in full or in part; and
 - (b) to hold back from any Reversion proceeds in respect of the Tokens so reverted, any liabilities, costs, expenses or taxes arising (directly or indirectly) from such action or inaction.
- 3.28 I shall have no claim against Voice of Coins or any Indemnified Party, for any form of damages or liability as a result of actions taken or remedies pursued by or on behalf of Voice of Coins in order to comply with the Tax Information Exchange Obligations.

applicable; and (2) is subject to supervision by a banking authority in the country regulating such affiliated depository institution, credit union, or foreign bank.

- 3.29 I shall inform any prospective or actual purchaser of the VOC25 tokens held by me of the representations, warranties, covenants and undertakings set forth in this Application and the Token Sale Terms by which any holder of the VOC25 tokens is bound.

Electronic Delivery of Reports and Other Communications.

- 3.30 Electronic communications are not secure and may contain computer viruses or other defects, may not be accurately replicated on other systems, or may be intercepted, deleted or interfered with without the knowledge of the sender or the intended recipient. Voice of Coins makes no warranties in relation to these matters. Each of Voice of Coins reserves the right to intercept, monitor and retain e-mail messages to and from its systems as permitted by applicable law. If I have any doubts about the authenticity of an electronic communication purportedly sent by Voice of Coins I am required to contact the purported sender immediately. Voice of Coins's acceptance of my VOC25 token purchase is not conditioned on my giving consent to electronic delivery of Voice of Coins related information. If I do not have reliable access to the internet or e-mail, I shall not acquire Tokens. I shall not be entitled to receive any information from Voice of Coins in paper format.

4 Representations and Warranties

In consideration of Voice of Coins's acceptance of my offer to purchase Tokens and recognizing its reliance thereon, I agree, represent and warrant to Voice of Coins that:

- 4.1 I accept, am fully in compliance with and shall abide by the Token Sale Terms.
- 4.2 I am acquiring the VOC25 tokens solely for my own account and not as nominee or custodian for another person or entity.

No United States of America nexus or nexus to any other Restricted Territory

- 4.3 In connection with my holding of VOC25 tokens, I am not:
- (a) a "U.S. Person"⁴;
 - (b) "a member of the public in or otherwise subject to the jurisdiction of any Restricted Territory or subject to the jurisdiction of any regulator in any Restricted Territory;"
 - (c) acquiring VOC25 tokens as nominee or custodian for another person or entity⁵;
 - (d) executing this Application within the United States or any other Restricted Territory; or
 - (e) acting on behalf of a trust which has any beneficiaries or trustees that are U.S. Persons or within, or subject to the jurisdiction of, any Restricted Territory or regulator therein.
- 4.4 I did not acquire and will not transfer any VOC25 tokens within:
- (a) the United States of America, its territories or possessions (hereinafter collectively referred to as the "United States"); or
 - (b) any Restricted Territory or its territories or possessions.
- 4.5 I did not engage (except as specifically authorized by Voice of Coins) and will not engage in any activity relating to the sale of VOC25 tokens in:
- (a) the United States; or
 - (b) any Restricted Territory or its territories or possessions.
- 4.6 I will not transfer directly or indirectly any of my VOC25 tokens or any interest therein (including without limitation any right to receive dividends or other distributions) without the prior written consent of the directors of Voice of Coins.

⁴ See Exhibit A attached hereto for the definition of a "U.S. Person".

⁵ See Exhibit A attached hereto for the definition of a "U.S. Person".

4.7 I have taken independent legal and tax advice and confirm that my acquisition of, holding of and/or disposal of VOC25 tokens is not restricted, regulated or otherwise unlawful in any way whatsoever by the regulations and laws of the jurisdiction to which I am subject and furthermore the regulations and laws of the jurisdiction to which I am subject do not operate to impose regulatory compliance or other obligations on Voice of Coins by virtue of my acquisition of, holding of and/or disposal of VOC25 Tokens.

No solicitation

4.8 I am not aware of and am in no way relying on, and did not become aware of the sale of VOC25 tokens through or as a result of, from or in any of the United States or any other Restricted Jurisdiction (as defined below): any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or electronic mail over the internet, in connection with the offering and sale of VOC25 tokens and I am not purchasing VOC25 tokens and did not become aware of the offering of VOC25 tokens through or as a result of, in any of the United States or any other Restricted Jurisdiction, any seminar or meeting to which I was invited by, or any solicitation of a subscription by, a person not previously known to me in connection with investments in securities generally.

Capacity and experience

- 4.9 I am responsible for the decision to acquire the VOC25 tokens and I have legal competence and capacity to execute this Application.
- 4.10 I have the knowledge, expertise and experience in financial matters to evaluate the risks of acquiring VOC25 token, I am aware of the risks inherent in acquiring and the method by which the assets of Voice of Coins are held and/or traded and I can bear the risk of loss of my entire token acquisition.
- 4.11 I am qualified and authorized to make such acquisition decision and, to the extent deemed necessary, I have consulted my own advisors and legal counsel regarding acquisition of VOC25 tokens. In making the decision to acquire VOC25 tokens, I have not relied on any advice or recommendation from Voice of Coins nor any placement agent associated with Voice of Coins, or any of their affiliates.
- 4.12 To the extent that I am acting on behalf of an entity, I have the full power and authority under such entity's governing instruments to do so and that entity has the full power and authority under its governing instruments to acquire VOC25 tokens.

Binding Application and extent of representations and warranties

- 4.13 I understand and acknowledge that this Application constitutes a valid and binding Application and is enforceable against me in accordance with its terms.
- 4.14 I confirm that I have read and understand Voice of Coins' privacy policy.
- 4.15 I confirm, represent and warrant that (i) I am not, nor is any person or entity controlling, controlled by or under common control with me, a Prohibited Person, (ii) the funds paid for VOC25 tokens on my own behalf of any of my beneficial owner(s), were not and are not derived from activities that may contravene any U.S. or international laws and regulations, including anti-money laundering laws and regulations and (iii) to the extent I have any beneficial owners⁶, (A) I have carried out thorough due diligence to establish the identities of such beneficial owners, (B) based on such due diligence, the I reasonably believe that no such

⁶ Beneficial owners will include, but not be limited to: (i) shareholders of a corporation; (ii) partners of a partnership; (iii) members of a limited liability company; (iv) investors in a fund-of-funds; (v) the grantor of a revocable or grantor trust; (vi) the beneficiaries of an irrevocable trust; (vii) the individual who established an IRA; (viii) the participant in a self-directed pension plan; (ix) the sponsor of any other pension plan; and (x) any person being represented by the Purchaser in an agent, representative, intermediary, nominee or similar capacity. If the beneficial owner is itself an entity, the information and representations set forth herein must also be given with respect to its individual beneficial owners. If the Purchaser is a publicly-traded company, it need not conduct due diligence as to its beneficial owners.

beneficial owners are Prohibited Persons, (C) I hold the evidence of such identities and status and will maintain all such evidence for at least five years from the date of my complete redemption from Voice of Coins, and (D) I will make available such information and any additional information that Voice of Coins may require upon request in accordance with applicable regulations. If any of the representations, warranties or covenants in this section cease to be true or if Voice of Coins no longer reasonably believes that it has satisfactory evidence as to their truth, notwithstanding any other agreement to the contrary, Voice of Coins may, in accordance with applicable regulations, be obligated to freeze my token rights, either by prohibiting additional acquisition, declining or suspending any redemption requests, or my VOC25 may immediately be involuntarily redeemed by Voice of Coins, and Voice of Coins may also be required to report such action and to disclose my identity to OFAC or other authority. In the event that Voice of Coins is required to take any of the foregoing actions, I understand and agree that it shall have no claim against Voice of Coins and its respective affiliates, directors, members, partners, shareholders, officers, employees and agents for any form of damages as a result of any of the aforementioned actions.

- 4.16 I hereby agree with Voice of Coins, subject to Voice of Coins' provisional acceptance, to acquire as many VOC25 tokens as the Contributed Amount shall purchase in accordance with the Token Sale Terms and hold such VOC25 Tokens in accordance with and subject to the Token Sale Terms.

5 Miscellaneous

Interpretation

- 5.1 In this Application, unless the contrary intention appears:
- (a) a reference to a statute includes references to that statute as amended or re-enacted and to other statutes that modify its application as well as references to any subordinate legislation made or to be made under that statute;
 - (b) a reference to the singular includes the plural and vice versa;
 - (c) a reference to a gender includes the other genders;
 - (d) a reference to persons includes individuals, companies, firms, partnerships, government bodies or agencies and corporations sole and aggregate;
 - (e) obligations entered into by more than one person in this Application bind all of those persons jointly and each of them severally; and
 - (f) the headings do not affect the interpretation of this Application.

Entire agreement

- 5.2 This Application, and the Token Sale Terms generally, comprises the entire agreement between the parties and there are any not any agreements, understandings, promises or conditions, oral or written, express or implied, concerning the subject matter which are not merged in this Application and superseded hereby.

Governing law and venue

- 5.3 This Application, and the Token Sale Terms generally, shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the Cayman Islands, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction. All disputes or claims arising out of or in connection with this

Application and the Token Sale Terms generally, including disputes relating to its validity, breach, termination or nullity shall be finally settled under by a court in the Cayman Islands.

Severability

- 5.4 If any provision of this Application, and the Token Sale Terms generally, is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the provision shall be modified to make it valid and, to the extent possible, effectuate the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

No waivers

- 5.5 The failure by Voice of Coins to exercise or enforce any right or provision of this Application will not constitute a present or future waiver of such right or provision nor limit Voice of Coins's right to enforce such right or provision at a later time. All waivers by Voice of Coins must be unequivocal and in writing to be effective.

No partnership and no agency

- 5.6 Nothing in this Application and no action taken by the parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the parties. Nothing in this Application and no action taken by the parties pursuant to this Application shall constitute, or be deemed to constitute, either party to be an agent of the other party for any purpose. No party has, pursuant to this Application, any authority or power to bind or to contract in the name of the other party.

Electronic communications

- 5.7 You agree and acknowledge that all agreements, notices, disclosures and other communications that Voice of Coins provides pursuant to this Application or in connection with or related to your purchase of VOC25 tokens, may be provided by Voice of Coins, in its sole discretion, to you, in electronic form.

English

- 5.8 Only English versions of the Token Sale Terms and Voice of Coins's communications shall be considered official. The English version shall prevail in case of differences in translation.

EXECUTION PAGE FOR *INDIVIDUALS*

PURCHASER INFORMATION:

Please indicate the type of account by checking the appropriate box:

- Individual Joint⁷

 Print Purchaser Name (*exactly as it should be registered*)

 Amount of Purchase

 Date of Birth of Purchaser

 Date of Birth of Joint Tenant Joint Tenant/Custodian (*if applicable*)

CONTACT INFORMATION⁸:

e-mail address for delivery of electronic delivery
(as noted in Section 24 of the Application):

e-mail address for duplicate copies of statements,
 confirmations and other communications:

Primary Residence Address (*no PO Boxes*):

Mailing Address (*if different from Primary Residence*):

Primary phone number:
 Home Business Mobile

Secondary phone number:
 Home Business Mobile

⁷ Unless otherwise indicated, joint accounts will be registered as joint tenants with the right of survivorship.

⁸ If any other person is authorized to give or receive instructions on behalf of the Purchaser, attach a letter, signed by the Purchaser so indicating, and containing the person's name, signature and contact information.



IN WITNESS WHEREOF, the parties hereto have executed this Application effective as of the date indicated below.

Signature of Purchaser or Authorized Signatory

Signature of Joint Tenant (*if applicable*)

Title of Authorized Signatory (*if applicable*)

The foregoing offer is hereby accepted, subject to the conditions set forth herein and the decision of the Directors of Voice of Coins to issue the Tokens.

Voice of Coins

By:

Name:

Date

Title:

Purchase Date

EXECUTION PAGE FOR ENTITIES

PURCHASER INFORMATION:

Please indicate the type of entity by checking the appropriate box:

- Corporation Limited Liability Company
- Pension Partnership Limited Partnership
- Endowment Foundation Government Entity
- Other (*please specify*): _____

 Print Purchaser's Name (*exactly as it should be registered*)

 Amount of Purchase

 Date of Formation (*month/year*)

 Jurisdiction of Formation

 Fiscal Year-End

 Taxable Year-End

If publicly traded, ticker symbol: _____

[Continued on next page]

AUTHORIZED PERSONS:

Please provide the name and title of each individual authorized to give instructions with respect to the purchaser's account, or provide a current authorized signatory list including contact information. If you need additional space, please make copies of this page. You may also provide your own list, but it must include specimen signatures.

Name

Signature

Title

Phone number/e-mail

Name

Signature

Title

Phone number/e-mail

CONTACT INFORMATION:

Please tell us where statements, confirmations, reports and other communications should be sent:

Name

e-mail address for electronic delivery (*per Section 24 of the Application*)

Title:

Phone number

Main Office Address (*no PO Boxes*):

Mailing Address (*if different from Main Office*):

IN WITNESS WHEREOF, the parties hereto have executed this Application effective as of

Authorized Signatory of Purchaser

Name (*please print*)

Title of Authorized Signatory (*if applicable*)

Date

The foregoing offer is hereby accepted, subject to the conditions set forth herein and the decision of the Directors of Voice of Coins to issue the Tokens.

Voice of Coins

By:

Name:

Date

Title:

Purchase Date

EXHIBIT A

DEFINITION OF U.S. PERSON Rule 902 of the U.S. Securities Act of 1933

- (1) "U.S. Person" means:
 - (i) any natural person resident in the United States;
 - (ii) any partnership or corporation organized or incorporated under the laws of the United States;
 - (iii) any estate of which any executor or administrator is a U.S. Person;
 - (iv) any trust of which any trustee is a U.S. Person;
 - (v) any agency or branch of a non-U.S. entity located in the United States;
 - (vi) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person;
 - (vii) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; or
 - (viii) any partnership or corporation if:
 - (a) organized or incorporated under the laws of any non-U.S. jurisdiction; and
 - (b) formed by a U.S. Person principally for the purpose of investing in securities not registered under the Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the Act) who are not natural persons, estates or trusts.
- (2) Notwithstanding (1) above, any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. Person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States shall not be deemed a "U.S. Person".
- (3) Notwithstanding (1) above, any estate of which any professional fiduciary acting as executor or administrator is a U.S. Person shall not be deemed a U.S. Person if:
 - (i) an executor or administrator of the estate who is not a U.S. Person has sole or shared investment discretion with respect to the assets of the estate; and
 - (ii) the estate is governed by non-U.S. law.
- (4) Notwithstanding (1) above, any trust of which any professional fiduciary acting as trustee is a U.S. Person shall not be deemed a U.S. Person if a trustee who is not a U.S. Person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. Person.
- (5) Notwithstanding (1) above, an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country shall not be deemed a U.S. Person.

- (6) Notwithstanding (1) above, any agency or branch of a U.S. Person located outside the United States shall not be deemed a "U.S. Person" if:
 - (i) the agency or branch operates for valid business reasons; and
 - (ii) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located.
- (7) The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans shall not be deemed "U.S. Persons".