

The Terms and Conditions (the "T&C") apply to the buyer of the Quant token ("QUANT") and future use of the Quantler platform. Please read the T&C, as well as the white paper of the Quantler project before participating in the crowd-sale.

1. Applicability

A. The following T&C constitute the agreement (the "Agreement") between Quantler B.V. (hereinafter "Quantler" or the "Company"), a private company with limited liability based in The Netherlands with a chamber of commerce number 62989545, and you (the "User") with respect to the use and the purchase of the QUANT token. By using Quantler services, you are agreeing to be bound by the T&C in its latest version. You are aware that Quantler may change this T&C at any time. Your continued use of the Quantler Platform means that you accept any new or modified terms.

2. Services

A. Quantler is creating a technology for creating, sharing, analyzing and hosting self-created decentralized Quant Funds. The Company mission is to provide a low cost technological solution for personal wealth management.

B. The Quantler platform requires the use of QUANT tokens as means of payment.

3. The QUANT Token

A. QUANT functions as means of payment on the Quantler platform, which will allow future Users to make use of Quantler platform services. Through the token sale, the future User acquires the future rights to make use of the Quantler platform.

B. QUANT does not have the legal qualification as a security, since it does not give any rights on dividends nor interest. QUANT is final and non-refundable. QUANT is not a share and does not give any right to participate or attend in the general meetings of Quantler. QUANT will not have a particular value outside of the Quantler platform. The purchase of QUANT shall therefore not be done for speculative usage.

C. QUANT can be purchased during the crowd-sale directly from the Company or after the crowd sale at the Company or exchanger.

D. Any future User purchasing QUANT expressly acknowledges and represents that she/he has carefully reviewed the T&C and fully understands the risks, costs and benefits associated with the purchase of this token as indicated in the T&C.

4. Knowledge Required

A. A future User undertaking to purchase QUANT in relation to the token sale should ensure that she/he understands and has significant experience of cryptocurrencies, blockchain systems and services, and that she/he fully understands the risks associated with the token sale as well as the mechanism related to the use of cryptocurrencies (incl. storage).

B. Quantler shall not be responsible for any loss of QUANT or situations making it impossible to access QUANT, which may result in any actions omissions of the future User or any person undertaking to acquire QUANT.

5. Risks

A. Acquiring QUANT involves risks, in particular that Quantler may not be able to launch its operations and develop its platform. Therefore, and prior to acquiring QUANT, any future user should carefully consider the risks, costs, and benefits of acquiring QUANT within the crowd sale, and if necessary, obtain independent advice in this regard. Any interested person who is not in the position to accept nor understand the risks associated with the crowd-sale (incl. the risks related to the non-development of Quantler platform and operations) or any other risks as indicated in the T&C, should not acquire QUANT, at this stage or later.

6. Self-Acquisition

A. Quantler is allowed to acquire at market price from the market QUANT in order to finance incentives for platform usage. The acquisition must be under the condition that no conflict of interests arise. Trough self-acquisition, Quantler is not allowed to perform operations such as manipulation of the QUANT market.

7. Important Disclaimer

A. The T&C shall not and cannot be considered as an invitation to enter into an investment of any kind. They do not constitute or relate in any way nor should they be considered as an offering of securities in any jurisdiction. The T&C do not include or contain any information or indication that might be considered as a recommendation or that might be used to base any investment decision. QUANT is a utility token and is not intended to be used as an investment.

B. Quantler will be an operative entity managing a technology platform and QUANT is only a utility token. Therefore, Quantler is not a financial intermediary according to Dutch

Law and is not required to obtain any authorization for anti-money laundering purpose.

C. Acquiring QUANT shall not grant any right or influence over Quantler's organization and governance to the purchase.

D. Employees of Quantler are allowed to operate with QUANT at market price if they are not in knowledge of information that may modify the market price of the token.

E. Regulatory authorities are carefully scrutinizing businesses and operations associated to cryptocurrencies in the world. In that respect, regulatory measures, investigations or actions may impact Quantler's business and even limit or prevent it from developing its operations in the future. Any person undertaking to acquire QUANT must be aware that the Quantler business model and the T&C may change or need to be modified because of new regulatory and compliance requirements from any applicable laws in any jurisdictions. In such case, purchasers and any person undertaking to acquire QUANT acknowledge and understand that neither Quantler nor any of its affiliates shall be held liable for any direct or indirect loss or damages caused by such changes.

F. Quantler will do its best to launch its operations and develop the Quantler platform. Any person undertaking to acquire QUANT acknowledges and understands that Quantler does not provide any guarantee that will manage to establish an operative platform and therefore it cannot guarantee that the QUANT can be used to purchase services on the platform. They acknowledge and understand therefore that Quantler (incl. its bodies and employees) assumes no liability or responsibility for any loss or damage that would result from or relate to the incapacity to use QUANT, except in the case of intentional misconduct or gross negligence.

8. Representation and Warranties

A. By participating in the crowd-sale, the User agrees to the T&C and in particular, they represent and warrant that they:

I. are authorized and have full power to purchase QUANT according to the laws that apply in their jurisdiction of domicile;

II. live in a jurisdiction which allows Quantler to sell the QUANT tokens through crowd-sale without requiring any local authorization;

III. are familiar with all related regulations in the specific jurisdiction in which they are based and that purchasing cryptographic tokens in that jurisdiction is not prohibited, restricted or subject to additional conditions of any kind;

- IV. are not a citizen, resident or entity of either of the following countries: People's Republic of China, United States and/or New Zealand, nor are they purchasing QUANT tokens or signing on behalf a person that is a citizen, resident or entity of one of these countries.
- V. are not acting for the purpose of speculative investment;
- VI. will not use the Token Sale for any illegal activity, including but not limited to money laundering and the financing of terrorism;
- VII. are solely responsible for determining whether the acquisition of QUANT is appropriate for them;
- VIII. are acquiring QUANT for future use of the Quantler platform;
- IX. understands the risks associated with the crowd-sale (incl. the risk related to the non-development of Quantler platform and operations); and
- X. understands the use of cryptocurrencies and the associated risks.

9. Intellectual Property Rights

- A. To the extent that copyright or other intellectual property rights exist in the Quantler platform, such as software, source code, know-how, analysis or programs, those copyrights and other intellectual and industrial rights belong to Quantler.

10. Limitation of Liability

- A. Quantler, as well as its officers, directors, agents, joint ventures, employees and suppliers, assume no liability or responsibility for any loss arising out of or related to the use of the Quantler platform or any technical, interruption or malfunction of the platform.
- B. The limitation of liability set out above shall not be applicable in the event that Quantler, or a Quantler-employee, has caused the damage by intentional misconduct or by gross negligence.

11. Severability

- A. If any the provisions of the T&C or the Agreement are deemed to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

12. Applicable Law and Jurisdiction

- A. The T&C are subject to and governed by Dutch Law. All disputes arising from or under these T&C shall be resolved by arbitration in accordance with a Dutch Court in The Netherlands.