TERMS AND CONDITIONS OF EVO DYNAMIC LLP.

Part I: Foreword

You must read the following document before participating in the token or pre-token purchase and use. The Available Information outlines the terms and conditions applicable to the users as their participation in the (Pre)Token purchase and use. These terms and conditions as well as the Whitepaper may be updated from time to time. The users are obliged to check the latest version of both before participating in the token or the pre-token purchase. The information set forth in this document may not be exhaustive and does not imply any elements of a contractual relationship. The Issuer does not guarantee or accept responsibility for the accuracy, reliability, current state or completeness of the Available Information. Individuals intending to purchase Tokens or Pre-Tokens should seek independent professional advice prior to acting on any of the Available Information.

No part of the Available Information should be considered to be business, legal, financial, or tax advice regarding the Issuer, the (Pre)Tokens, or any of the matters to which all or any part of the Available Information relates. The user takes upon himself/herself to consult his/her own legal, financial, tax, or other professional advisor regarding the Available Information. The users should be aware that they may be required to bear the financial risk of any purchase of Tokens for an indefinite period of time.

Part II : Definitions

The Issuer is a limited liability company incorporated in Canada, Vancouver.

The User (you) is any legal or natural person that purchases, owns or otherwise uses the tokens at any time.

The Agreement are these Terms and Conditions in conjunction with the White Paper that should be viewed as one whole document body. Should issues of interpretation or inconsistencies arise between these Terms and Condition on one side and the White Paper on the other, there Terms and Conditions will hold precedence.

The White Paper (Whitepaper) is document containing the KODEXA token’s background information, rationale, approach, strategy for development, team members and other descriptive information and may be accessed at novalusprime.com

Governing law of this Agreement is the law of Canada.

Investor is any natural or legal person who has purchased the (Pre)Token, but is still not in possession of it.

The Pre-Tokens are BEP20 standard Binance Smart Chain token issued by Issuer and giving to their owners the right to convert them to MOSAIC tokens within the timeframe specified in these Terms.

The KODEXA Tokens (Tokens) are BEP20 standard Binance Smart Chain token issued by Issuer with the functionalities described in the Whitepaper and giving to their owners the rights specified in these Terms.

Part III: Pre-Token

Scope of the Agreement

The Agreement will cover the purchase, disposal and conversion of the Pre-Token.

Conditions for the sale of the pre-Token

The purchaser may be natural or legal persons.

Pre-Token Purchase

Users may purchase tokens with USDT/bep20.

Conversion from Pre-Tokens to Tokens

The Conversion from Pre-Token to MOSAIC coin will happen in a rate of 1:1 (one to one). The Issuer will take appropriate measures for the conversion to be easy and automatic. The users will bear all the costs of transfers or conversion in the Binance Smart Chain network.

Duration of the Agreement

This Agreement and the rights provided to the users under it will expire in 24 months since the purchase of the pre-token. The issuer may extend the period of the Agreement, should specific and/or technical issues appear in the development of the MOSAIC token. The Issuer will inform the users in appropriate manner for the extension of their rights.

Changes of the Agreement

The Issuer may change this Agreement unilaterally. The changes will not affect the rights of the users. The Issuer may not extend this Agreement beyond 36 months after the token purchase.

Termination of the Agreement

This Agreement will be terminated with the conversion from Pre-Tokens to Tokens or by its expiry.

Part IV: Token

Scope of the Agreement

This Part of the Agreement concerns the purchase, use, sell and conversion of MOSAIC.

Legal nature of the token

The users acknowledge that the token is not backed by any tangible or intangible property; the value of the token is derived from its usefulness for a specific kind of transactions. In its legal nature the Token is a commodity.

Purchase of the Tokens

The users may purchase Tokens via a crypto wallet. The Issuer may offer additional revenues for purchase.

Sale of the Tokens

The users may sell or transfer to other users their unpledged tokens. Tokens that are pledged may be sold and/or transferred only after the contract on them has expired or was duly terminated.

Transparency

Users will identify themselves with any valid, government issued identity form in all transactions they may undertake with MOSAIC.

Use of the Tokens

Users will make written and/or digital contract or take advantage of default contracting conditions between themselves.

Verifier

Verifier is any natural or legal person, or automated/algorithmic program that will make a determination if and when a contract between users of the MOSAIC Token has been activated. Each contract will have Verifier, appointed by the agreement of all parties in the contract.

Resolver

Resolver is any natural or legal person, or automated/algorithmic program that the users will turn to resolve disputes on a particular contract entered by the users. Each contract will have a Resolver, appointed by the agreement of all parties in the contract. The Resolver may not alter the terms of the contract, but may only terminate the contract. Termination of the contract will release the pledged MOSAIC Tokens. Unless otherwise decided by the parties the seat of the Resolver will be the jurisdiction of arbitration and contract law.

Evolutionary

The users have the right to receive at least the monetary equivalent of their tokens in new tokens on the day of the conversion. The Issuer will release detailed rules on the conversion in due course. The Issuer may not reduce the rights of the users under this Agreement. Further the Issuer may not erode the economic value of the tokens with the conversion.

Changes to the Agreement

The Issuer may change this Agreement unilaterally. The changes will not affect the rights of the users.

Part V: Limitations of Liability

General limitation of liability

The liability of the Issuer may not exceed the market value of the tokens owned by the user at the moment of the damage occurrence. Should the market value be impossible to assess the value of purchase will be taken as reference.

The users will be responsible for all damages they have solely or with others caused directly to the Issuer.

Force Major

In cases of Force Major (natural disaster, war, terrorist activity or similar) all damage claims are suspended.

Delay

The Issuer may delay the release of the Pre-Token with no more than 12 months after the Pre-Token purchase or shall return the funds of the users.

Indemnification

To the fullest extent permitted by applicable law, the user will indemnify, defend and hold harmless the KODEXA or MOSAIC Token Team and Issuer from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) the users purchase or use of the Pre-Token, pursuant that the technical specifications of the purchase match the description provided in the Whitepaper; (ii) the users' responsibilities or obligations under these Terms; (iii) users' violation of these Terms; or (iv) users' violation of any rights of any other person or entity.

No waver for users

The failure of the Issuer to require or enforce strict performance by the User of any provision of these Terms or the Company's failure to exercise any right under these Terms shall not be construed as a waiver or relinquishment of the Issuer’s right to assert or rely upon any such provision or right in that or any other instance. The express waiver by the Issuer of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by the Issuer shall be deemed a modification of these Terms nor be legally binding.

Part VI: Dispute resolution

Amicable resolution

Any disputes between you (the user) on one side and the Issuer on the other will be resolved amicably and in good faith.

Arbitration

Should the user and the Issuer fail to resolve their differences by themselves, they will jointly appoint an Arbiter. The decision of the Arbiter will be binding.

Court redress

If the user and the Issuer may not agree on an Arbiter the aggrieved side may launch a civil suit in the jurisdiction of Canada. Both sides agree to respect and enforce the court’s decision.

Investments returns

The Issuer may choose to return any and all investments in the Pre-Token. Should the Issuer find itself unable to deliver the MOSAIC Token within the tame frame stipulated in this Agreement the Issuer will be obligated to return all investments.

The return of investment will be executed in the currency (USDT) and to the address/account it was made from. All transaction costs will be paid for by the user.

Part VII: Wavers

No unsophisticated users allowed

Do not purchase the token(s) if you are not an expert in dealing with cryptographic tokens and blockchain-based software systems. Prior to purchasing, the users should carefully consider the terms listed in the Terms and Conditions and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of those terms are unacceptable to the user, you should not purchase the KODEXA (Pre-)Token.

Purchases of the Pre-Tokens should be undertaken only by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, including bep20 tokens, and blockchain based software systems. Purchasers should have a functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. Th Issuer will not be responsible in any way for loss of any crypto currency, or Pre-Token resulting from actions taken by, or omitted by purchasers. If the users do not have such experience or expertise, then they should not purchase or participate in the sale of the Pre-Tokens. Your participation in the sale is deemed to be your undertaking that you satisfy the requirements mentioned in this paragraph.

Cautionary note on forward looking statements

All Statements contained in the Terms of Use, statements made in any press releases or in any place accessible by the public and oral statements that may be made by the Issuer, that are not statements of historical fact, constitute “forward-looking statements.” Some of these statements can be identified by forward-looking terms such as “aim,” “target,” “anticipate,” “believe,” “could,” “estimate,” “expect,” “if,” “intend,” “may,” “plan,” “possible,” “probable,” “project,” “should,” “would,” “will” or other similar terms. However, these terms are not the exclusive means of identifying forward-looking statements. All statements regarding the financial position, business strategies, plans and prospects and the future prospects of the industry which the Issuer is in are forward-looking statements. These forward-looking statements, including but not limited to statements as to the Issuer’s revenue profitability and growth, expected revenue profitability and growth, prospects, future plans, other expected industry trends and other matters discussed in the Available Information regarding the Issuer are matters that are not historic facts, but only estimations and predictions. The Issuer does not make any representation or warranty on having made any predictions or estimates or expectations on the basis of any formula, any mathematical or scientific modelling or forecast, or having made any due and proper enquiries, or having undertaken any independent scientific investigation or studies or otherwise. These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the actual future results, performance or achievements of the Issuer to be materially different from any future results, performance, or achievements expected, expressed or implied by such forward-looking statements.

Nothing contained in the Terms of Use is or may be relied upon as a promise, representation or undertaking as to the future performance or policies of the Issuer. Further, the Issuer disclaim any responsibility to update any of those forward-looking statements or publicly announce any revisions to those forward-looking statements to reflect future developments, events or circumstances, even if new information becomes available or other events occur in the future.

Risk Factors

The users should consider carefully and scrutinize rigorously each of the following risk factors and all other information contained in these Terms and Conditions before deciding to purchase the (Pre)Token. To the best of the knowledge and belief of the Issuer, all risk factors which are material to the users in making an informed judgment before the purchase of the (Pre)Token have been set out below. If any of the following considerations, uncertainties or material risks develops into actual events, the business, financial position and/or results of the Issuer and the maintenance and level of usage of the Tokens could be materially and adversely affected. In such cases, the trading price of the Tokens (in the case where they are listed on an exchange or market (regulated, unregulated, primary, secondary or otherwise)) could decline due to any of these considerations, uncertainties or material risks, and the users may lose all or part of their Tokens or the economic value thereof.

1. *There is no prior market for (Pre)Tokens, which may not result in an active or liquid market for the Token.*
2. *Negative publicity may materially and adversely affect the market price of Tokens.*
3. *There is no assurance of any success of the Issuer’s business model or any future Token functionality.*
4. *The trading price of the Tokens may fluctuate following the Token Sale.*
5. *The funds raised in the Pre-Token Sale are exposed to risks of theft.*
6. *The Issuer may be materially and adversely affected if either fails to effectively manage its operations and its business develops and evolves, which would have a direct impact on their ability to maintain or operate their business platforms and/or develop, structure and/or license any future Token functionality.*
7. *The Issuer may experience system failures, unplanned interruptions in its network or services, hardware or software defects, security breaches or other causes that could adversely affect the infrastructure network.*
8. *The Issuer may in the future be dependent in part on the location and data center facilities of third parties.*

9. *General global market and economic conditions may have an adverse impact on the Issuer's operating performance, results of operations and/or cash flows.*
10. *The Issuer and/or the tokens may be affected by newly implemented regulations*
11. *There may be unanticipated risks arising from the Tokens.*

No investment advice

The Issuer are not providing you with professional advice. The Issuer is not a fiduciary party. Nothing in the website, the Whitepaper or the Available Information could, should and may be interpreted as an investment advice. There is no promise of future value or profits made by the Issuer. The (pre-)token is not backed by any tangible or intangible security, property or promise of return. Its value derives only by the usefulness the token will have in its lifetime.

Eligibility

By purchasing the Pre-Tokens you agree and confirm you have read all the Available Information; You confirm and assert that you are not bared by law, custom, court order or are legally incapable to participate in the ICO/purchase of the (Pre-)Token; you subscribe to all the rights and obligations, including qualifications and sophistications as set forward it this Agreement .

Part VIII: Return Policy of the Pre-Token

Rights of return

Users have the right of return of investment should the Issuer fail to create the MOSAIC Token within 21 days from the first Pre-Token purchase.

Request of return

The users should not make specific request for return should the Issuer fails to create the MOSAIC Token. However if individual users require the return of their funds to happen to different addresses/account those users should contact the Issuer and identify themselves beyond reasonable doubt.

Manner of return

The users will receive their funds back in the manner (USDT) and to the addresses/accounts from which those funds were originated.

Transaction costs

All transaction costs for the return of the funds will be paid by the users.

Part IX: Listing on Exchange

Listing of the Pre-Token

The Issuer may choose to list the Pre-Token on an exchange. Due to the nature of the smart-contract of the Pre-Token it may be traded on some exchanges without the expressed consent of the Issuer.

Listing of the Token

The Issuer will take all necessary measures to list the Token on an exchange, where the users will be able to sell and purchase tokens at market rate. The Issuer shall make certain that the users are informed of the listing.

Delisting

The Issuer may choose to delist the (Pre-)Token. In those circumstances the issuer will inform the users in appropriate manner.

Ownership of Exchange Traded the (Pre-)Token

The (Pre-)Tokens traded on exchanges may or may not be property of the exchange depending on the specific relation the latter has with its clients. The Issuer will bear no responsibility for thefts, loss of private key or any other damage that the users suffer as result of the actions and/or inactions of the exchange and/or its operator.

Risk of value fluctuations

The Issuer will not take any responsibility for value fluctuations of the (Pre-)Token when the latter is listed to an exchange. In no way any of the Available Information should be considered to promise, pledge or imply that certain value of the (Pre-)Token would be reached or maintained in open trading.

Effective since 15.12.2021.