

Whitepaper



GIVE AN ANGEL

giveanangel.com

2021



What are we doing?

The Mission

Kindness is a superpower we all have: It has the potential to impact billions and at the same time help us live a fuller life. Our mission is to inspire and remind all of us how simple and rewarding kindness truly is.

The last year has been a difficult one for all of us, having to distance from our families, our friends and spending more time alone than ever before. In addition, we witnessed a lot of tragical events happen, from hate-crimes to a lot of people becoming homeless, a lot of people losing loved ones due to the pandemic and so on. While we know it is hard to think about other people when we are going through a tough time, we should not let this turn us into selfish people.

We, the people of Give an Angel, truly believe kindness is the key a better world, so we developed a way to incentivise everyone to be kind. The main objective of Give an Angel is to educate people on the subject of doing good things for others, while realising the benefits for themselves as well. In order to do so, the platform will offer people different community benefits and incentives for every good deed shared on it, with the purpose of rewarding people and appealing to their sense of winning something by helping others. If there is one way to make everyone help each other, this is it. While one person alone cannot help everyone, there is no greater force in this world than all of us working together. Join us in making the world a better place, one good deed at a time!

“Making the world a better place, one good deed at a time”





The Problem

The Problem

The world is facing numerous challenges at the moment. Social, Economic, Politic and Environmental issues that affect us all, can be found in all major media outlets across the globe, every day. While many people militate towards a better world for the present and future generations, we are still struggling to resolve basic, fundamental issues. Moreover, the superficiality in which people cope with these problems also raises questions. Assisting others provides many benefits for the self, including: enhancing our mood, helping us fulfil our need to be emotionally close to others and also gaining social benefits, since helping is perceived as an admirable quality across the globe. If we were to combine these benefits, the main incentive to help others is our mental satisfaction and a boost to our self-worth. However, there is a general reluctance when it comes to helping people and many academics tried to explain why this happens. Some of the reasons found by them are described below.

First, when individuals are thinking about helping others, they undergo a cost-benefit analysis calculating the personal rewards of helping as well as the psychological and/or physical drawbacks of helping. They will be far less inclined to exhibit helping behaviours if the costs are deemed too high. Second, when part of a group, the bystander effect comes into action. If we see others being reluctant to help, we tend to imitate their behaviour and not act towards giving assistance. Moreover, if there are many people in the same situation as we are, we also tend to think that someone else will act, even in a better way that we possibly can. We also hesitate to help when we believe the person in need could have prevented the problem through a proactive and decisive action of his / her own. The willingness to help also derives from a series of superficial associations between the person in need of help and the helper.

According to many academics, the more similar a person needing help is to you, the more eager you are to help. Similarities include the perceived intellect, physical condition, race and gender. Another incentive for helping others is a perception of in-group membership. While this may sound superficial and unfortunate, we, as people, tend to help others that we think are like us. One fact is certain: We need to bring solidarity and the desire to help back to our lists of values. While this may seem far reached and idealistic to some, we dare to ask one simple question:

What if there was a way to get people to help each other every day?





The Solution

There are many benefactors who have helped impact the world in a very positive way for many years now, saving and changing people's lives in an amazing manner. However, there will always be the need for more and more resources to be allocated and there will never be an end to the problems of the world, unless we all unite. Moreover, even though it is more than amazing to save 100 lives, to bring water to an entire community or to host 10,000 people in need, this helps the society as a whole and influences the lives of hundreds, maybe millions of people. But what if we could all and every single one of us help these causes? What if we could all contribute and save people in need? What if we all unite and little by little we heal the world?

Not everyone is a millionaire, nor do we all have the time or incentives we need to make a change, but this is where Give an Angel comes in. The main objective of Give an Angel is to educate people on the subject of doing good things for others, while realising the benefits for themselves as well. In order to do so, the platform will offer people incentives for people who do good, while also appealing to their desire to 'win' something in return.

! Cost-benefit Analysis



SOLUTION

Our platform offers people the benefits needed to overcome the costs encountered in assisting others. By being offered financial rewards, people may better realise the benefits for themselves and the cost benefit analysis may turn in the favour of the person in need.

! Bystander effect



SOLUTION

Because people tend to imitate the behaviour of others and, naturally, also their reluctance, if we build a community of people who are willing to help, people will be motivated to do the same.

! Similarity and Associations



SOLUTION

According to the existing literature, people tend to display empathy and desire to help others if the ones in need are part of a group that the helper belongs to as well. Through this platform, we intend to create a community of people who are looking for ways to help each other and who gain a sense of belongingness by doing so and by being part of a community of kind people.





How it Works

How it Works

This is a platform where people can share all types of content (photos, videos, blog entries, or whatever else they find appropriate) to show the good deed performed by them. The description of the good deed needs to be accompanied by proof, whether this proof is a video material, an audio file, or anything that may be conclusive to the case. Though it may seem unusual, the proof is absolutely imperative since all good deeds are rewarded with Angels and there is a potential for scams. We define “good deed”, on the website, as any action done by a human being that resulted in helping another being in anything relevant. This also means easing one’s job in different sectors. (e.g. helping an elderly cross the street, helping a child get his football back, cheering someone up). These things that we used to do naturally, don’t come as easy anymore.

Therefore, we aim at re-training people to be good humans.

All posts containing good deeds are instantly rewarded with Angels, our tokens.

The more ‘wings’ a post receives, the more Angels the helper receives. In addition, there will be a TOP 10 stories of the day, week, month and year and these lists will be featured in a section of the app. There will be action buttons for each post, such as “Wings”, which is the equivalent of the ‘Like’ button, “Share”, which allows people to share the post on other platforms, “Report” and “Comment” and when the competitions are on, another button will be available that will be named “Vote”.

As opposed to other Social Networking Websites, you do not need to add friends to see their posts, because the end goal of this project is for everyone to be friends with each other, therefore all good deeds are public. We also reserve our right to remove any post that may offend, disrespect or if it is false. The website will also post regular challenges and events for people to attend, if they run of ideas. These challenges will include good deeds, but they are not in any way mandatory, they will only stand as yet another incentive for people to help others.

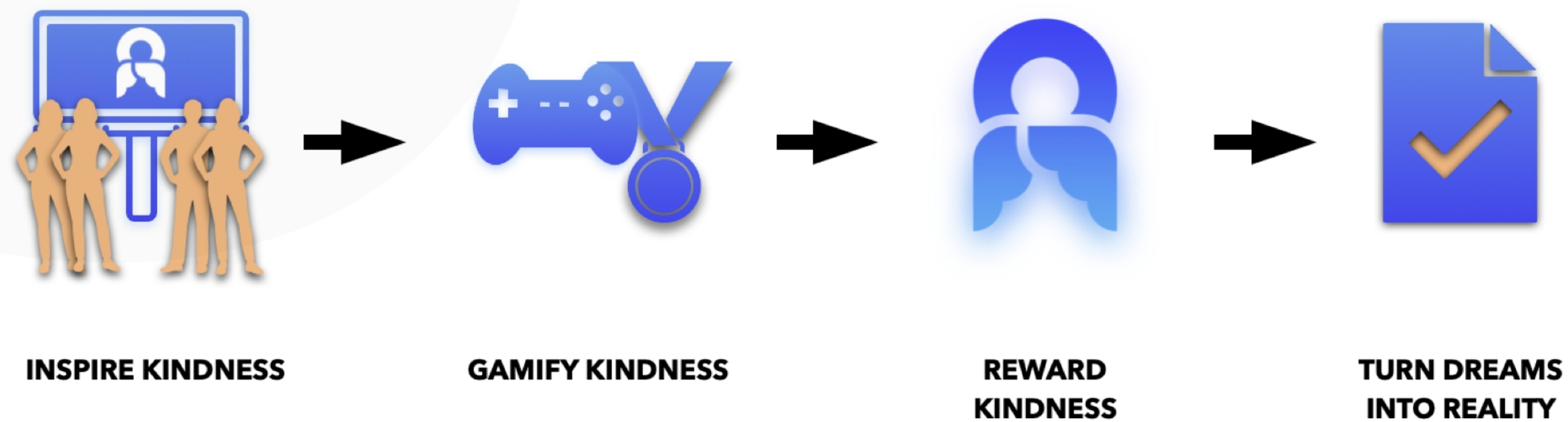




The only prerequisite you will ever need on Give an Angel are the intention and the will to do good. In order to be able to bring this online community to the offline world, Give an Angel will organise yearly conferences to present the achievements and progress made by the members of our community. This conference is also aimed at recognising some of the benefactors and the “Kindest people” on our website. At the end of the year, Give an Angel will analyse the good deeds and the countries helpers come from and the conference will be held in the country that the majority of the helpers come from.

To motivate people to help even more, the events organised by Give an Angel or in partnership with Give an Angel will be able to be filtered by location, date and interests and participants will be offered reminders if they opt for it. An example of such an event would be cleaning a beach, a park or helping a dog shelter take care of dogs for one day. When organising an event together with Give an Angel, the organiser will receive a QR code, which they will use to register participants. This way, we will know who was part of the said event, with no other proof required. Participating in these events will also be rewarded and recognised on the website. Moreover, by doing as many activities, challenges and good deeds as possible will earn members benefits and contribute to their reputation on the app.

Regarding the ‘reputation’ users will have in the Give an Angel community, there will be opportunities to upgrade the member status, with badges signifying the number of events and challenges one has participated in and also upgrading to the Archangel status. The mechanics to deciding when a user becomes an archangel is yet to be decided, given that our team needs to analyse and learn from our users behaviour, in order to set achievable milestones. For this reason, multiple functions and benefits will roll out in time, once the platform is running and people start interacting with it.





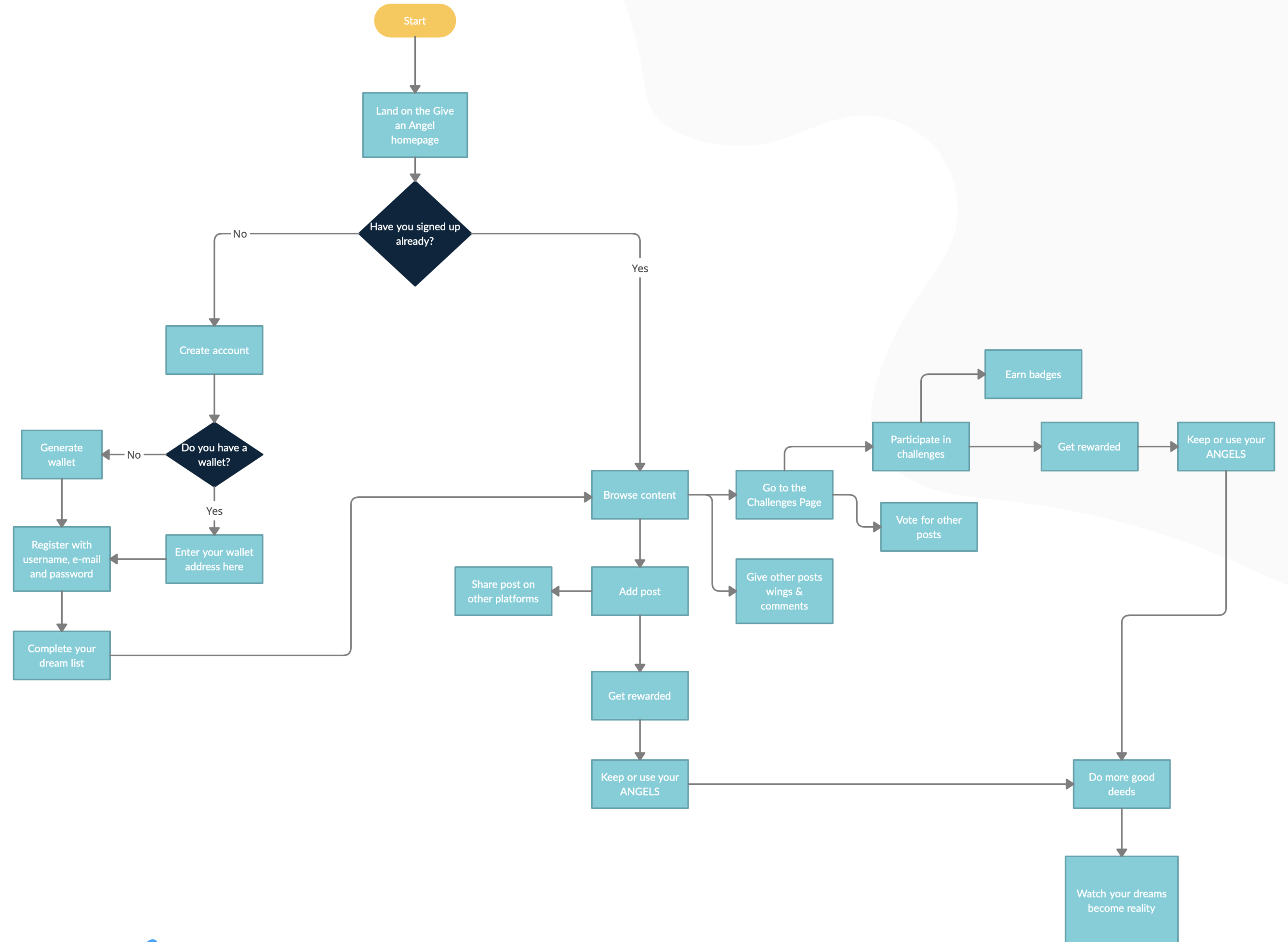
User Journey

To better visualise the basic user journey, the following graph has been designed. It aims at showing the steps taken by a user to do good and to be rewarded for that deed. It is meant to be as simple and as straight forward as possible, as during the sign-up process, a user only needs to provide an e-mail address, a wallet if they have one (i.e. if not, the platform will generate one for each user) and a list of material dreams.

After signing up, members should do and post at least one good deed to be able to interact with the platform and be a member of our community.

After posting, members can check out other posts and interact with them so that more people get rewarded more Angels.

The journey follows a classic social media path, which will make it more intuitive for the majority of people, since our goal is to encourage people to do good and get inspired, without the need to learn how to navigate the platform.





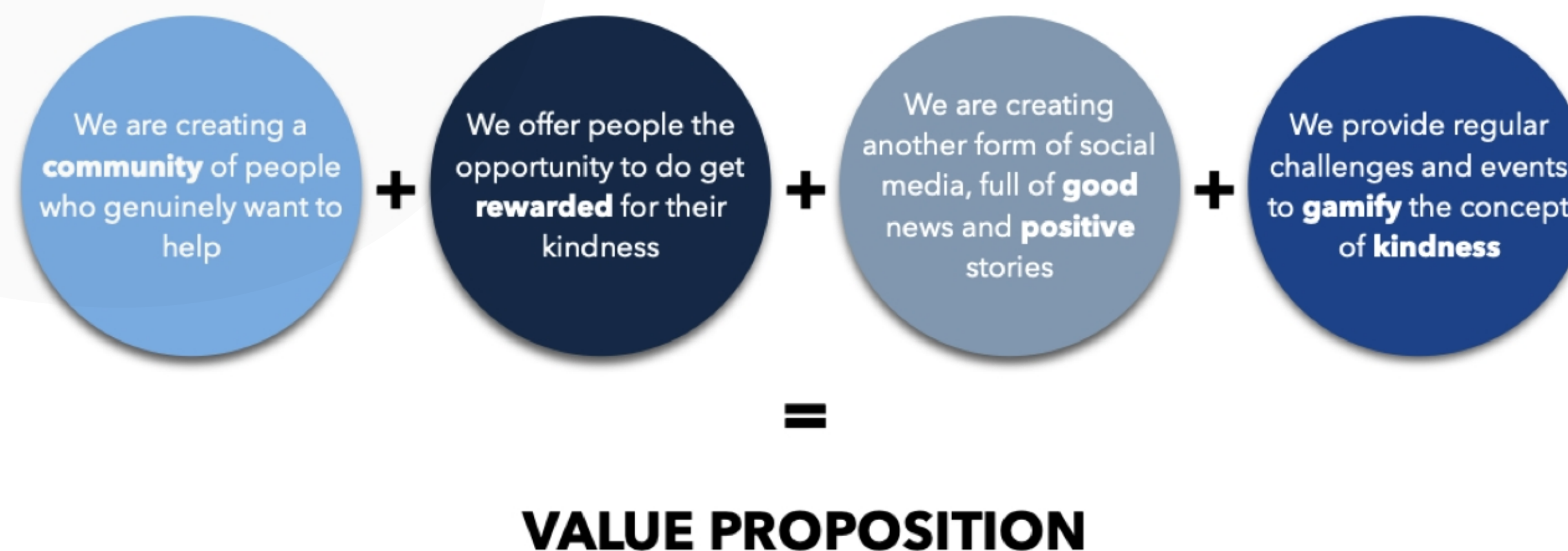
Growth Plan

After our Private Sale, we plan to use approximately 47% of the funds raised for marketing purposes. This includes the making and promoting of social media posts, hiring influencers, preparing PR activities and hiring a branding agency for marketing campaigns. Since this is a global initiative, the need for a powerful social media presence is imperative. We are dedicated to making our platform well known. In addition, by adding the ANGEL token on several important exchange platforms will also be a way of promoting the product, but this time towards people who are already aware of and interested in the cryptocurrency market. Thus, we have two paths towards promoting the product:

Promoting the ANGEL token - with the target audience consisting of cryptocurrency fans and people who are already part of the crypto movement. These campaigns will be done through Youtube, Telegram and Discord, crypto influencers and the use of exchange platforms.

Promoting the Give an Angel app - with the target audience representing a much larger pool of people and this will be done through Instagram, Facebook, Snapchat and News websites.

Also part of our growth plan is the creation of differentiators between Give an Angel and our competitors. Our Value proposition is pictured below.





Target audience & Personas

Target audience & Personas

In order to better understand our target audience, we have created the following personas, each with their own way and objective to use Give an Angel and each for their very own reasons. These personas are also aimed at offering a rounded and empirical perspective towards the use cases of the application and the potential members.

We encourage everyone to be a part of our community as the personas will show, but our focus at the beginning will be on three categories of people:

1. Young adults, aged 18-30, with any income, who are computer literate and whose 'go-to' apps are Instagram, Tik-Tok and Snapchat. As for their location, we will focus on Europe in the beginning. Some interests and characteristics we are looking for in these individuals should include: animals wellbeing, environment protection, standing out in front of their friends, being influencers in their social circle, posting frequently on social platforms, having little patience and being

SOPHIE

Age: 30
Occupation: Lawyer
Status: Single
Location: Bucharest, Ro

Enthusiastic, Self-conscious, Hard working

Motivations:

- Friends' opinions
- Making her parents proud
- Evolving at her job
- Financial

Fav apps:

- Instagram
- Youtube
- Sleep Cycle
- Spotify

Goals:

- Becoming a top tier lawyer
- Being perceived as a cool person
- Taking care of her parents

Frustrations:

- Money
- Little free time
- Poor communication outside social channels

Fav brands:

- Apple
- Dr Martens
- Furla

Sophie is a very social person and being liked by as many people as possible is very important for her. However, due to her recent career start, she has little time to do what she likes most and finds herself tied to her smartphone due to that. She found out about the app through instagram when one of her friends posted about it. She enters Give an Angel to keep up with her friends on their activities and to show a good image of herself, but discovered she was deeply touched by PETA activities. She felt pressure at the beginning to take part of the movement, but she discovered a great feeling of joy when she did her first kind act and posted about it. She felt good about herself and proud in front of her connections. In addition, this is a great way for her to earn tokens, without actually investing, as she does not have the budget for that. This experience will ultimately bring many benefits to her and she is sure her cool factor is going up.





Target audience

Target audience & Personas

2. Adults - Generation X & Y, with any income, whose main characteristics and objectives include: wanting to make a difference, wanting to switch up their routines and adding something different, wanting to be an example for their children and to make a change while they can.

Their favourite application is without a doubt Facebook, which they use frequently and their second favourite app is Linked-in. In contrast with the other targeted group, these generations have more patience and still watch videos longer than 1 minute quite frequently.

Michael

Age: 37

Occupation: Tech Analyst

Status: Married w kids

Location: London, UK

Funny, Introvert, Family oriented

Goals:

- Being able to provide good education for kids
- Take a trip around Europe
- Learn how to scuba dive

Motivations:

- Peers' approval
- Family's wellbeing
- Gaining power
- Financial growth

Fav apps:

- LinkedIn
- Twitter
- Facebook
- Calendar

Frustrations:

- Feels like time is passing by him
- Wants to go on more holidays while still growing job wise

Fav brands:

- Google
- Northface
- Mercedes

Michael is average at his job, but he advanced nevertheless in a reasonable time, earning a good revenue for his age and position. He would like to be able to do more things and gain his peers' validation - basically becoming the cool one in the gang. He joined the platform hoping that karma will help him, while also teaching his kids about social responsibility. The company's recent focus on CSR was also an incentive. He usually contributes to local needs and feels very proud of himself for doing so. He learned of the initiative through his company. He imagined his feeling after doing good being relieving, but he felt more empowered after he did it, meaning he felt like he made a change, he contributed to something and he felt useful. When he first entered the app he felt found a way to be a better person while also encouraging his kids to do so and look good in front of his peers.





Target audience & Personas

3. Generation X,Y & Z who are already familiar with the cryptocurrency market, have traded crypto in the past and follow Youtube, Discord and Telegram channels for news about coins and updates on the market. For this category we will promote the ANGEL token rather than the Give an Angel app, hoping that once they are aware of the token, the app will spark their interest.

We do believe that, not only these three groups will represent the majority of people on our website, they will also be the early adopters. We also hope it will be a shift from the usual mechanics in which children show parents new apps and that, with Give an Angel, parents will also be the ones recommending it to the younger generations.



Karen

<p>Age: 43 Occupation: HR Manager Status: In a relationship Location: Frankfurt</p>	<p>Motivations:</p> <ul style="list-style-type: none"> - Desire to be ethical - Wellbeing of her peers - Career growth 	<p>Fav apps:</p> <ul style="list-style-type: none"> - LinkedIn - Amazon Prime - Facebook - Asos
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Social, Dedicated to her work, skeptical

<p>Goals:</p> <ul style="list-style-type: none"> - Become Chief of HR - Get full validation from her boyfriend - Learn how to cook 	<p>Frustrations:</p> <ul style="list-style-type: none"> - Feels like people don't listen to her - Wants people to see the real value of HR 	<p>Fav brands:</p> <ul style="list-style-type: none"> - Asos - Michael Kors - Samsung
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Karen is very focused on her work and loves what she does, but feels like her peers don't take her seriously sometimes. When discovering the initiative, she felt like this could be a project that would enhance her self-esteem, the company's reputation and also that this is an initiative that would be liked by her peers. She likes doing good, but her work doesn't allow for a lot of time for that, therefore, she was very eager to sign a partnership with the platform that would allow her to stand out while also being a good person. When she first entered the application she found a lot of projects close to her heart and also saw an opportunity that may bring her a promotion. After doing a good deed she shared it on social media and felt very good about her ethical initiative for the company and herself. The entire company liked the idea and they organised internal challenges and events on the app.

JOHN

<p>Age: 55 Occupation: Hedge fund founder Status: Married w kids Location: New York, USA</p>	<p>Motivations:</p> <ul style="list-style-type: none"> - Money - Power - Children's education 	<p>Fav apps:</p> <ul style="list-style-type: none"> - Revolut - Twitter - Facebook - LinkedIn
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Driven, Aggressive, Serious

<p>Goals:</p> <ul style="list-style-type: none"> - Getting the hedge fund to be well known globally - Getting his children to be proud of him - Becoming a powerful figure throughout Romania 	<p>Frustrations:</p> <ul style="list-style-type: none"> - Not enough time in a day - Doesn't spend <u>quality</u> time with his children - Doesn't feel like he is someone outside of the office 	<p>Fav brands:</p> <ul style="list-style-type: none"> - Canada Goose - Audemars Piguet - Mustang
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John is a wealthy individual who's got a stable job and loves it. He works hard more than 14 hours a day and rarely has a free weekend. His kids are doing well in school and his wife caters for all their needs, but he realised that he doesn't really have a relationship with them, nor did he teach them something meaningful in a long time, with the exception of the financial advice he gave them. He discovered the platform and found it to be a great way to teach his kids to do good. After checking out the app and its content, he felt that this could be an impactful initiative. He doesn't spend a lot of time on the platform, rather preferring to donate, but he has turned it into a daily task for his kids to perform a good deed. This makes him feel useful outside the office and makes him like he does something important for the world, while also teaching his children about kindness and social responsibility. He feels that this initiative brought them closer as a family, giving more to talk about. They recently participated in an event organised by Give an Angel, together and that proved to be fun and impactful.



Why Blockchain

Why Blockchain

Transparency – We want to make it clear to all our users and potential users of how dedicated we are to ensure security of all rewards, while also keeping our budget and spending transparent. This can be done with the use of blockchain technology, because every transaction executed on it is recorded in near real-time and it is available to be viewed by everyone.

This also provides an internal advantage as it significantly decreases the cost of annual reporting for our foundation.

Hype – There is an obvious hype surrounding this technology, which makes people curious and enthusiastic to be part of it

Diverse pool of people – There is a niche of people, who may not be necessarily involved in charity at the moment, but are early adopters and want to support the blockchain technology and its various uses.

Donors' anonymity - Through blockchain, all donors can remain anonymous and not even the foundation will ever know their identities. It is up to you and you alone if you want to disclose this information.

Tracking donations - Donors do not have to worry whether their money ended up in the right place, anymore. If you donate to our charity's wallet directly, you can track your transaction and know when and where the funds arrived.

Reduced costs - With this technology there are numerous processes involved in the management of a charity that can be automated and, thus, simplified. By requiring fewer intermediaries, we can reduce expenses and redirect those funds into our main goal: making the world a better place.

Reduced taxes for donors: If a donor is based in the United States of America and they contribute via cryptocurrencies, the charity will get the full amount that was donated. The IRS classifies cryptocurrency donations as property, meaning they are not subject to capital gains tax and are tax-deductible. Your contribution is tax-deductible to the fullest extent permitted by law. This means that when you donate Bitcoin and other cryptocurrencies to a nonprofit, you should not have to pay capital gains tax and it is tax-deductible if you provide your email address. The e-mail address is needed so you can receive your receipt and show it to the IRS to benefit from tax deduction.





Why Blockchain

Concerns & Limitations

Despite the impactful advantages brought to us, our users and benefactors by the blockchain technology, we have also listed a few aspects that can be viewed as disadvantages. We figured it only be fair to also share those, since we are all in this together. Therefore, the next part will be about the concerns and limitations of using blockchain technology.

Volatility: With the exception of the already established, stable coins, the majority of cryptocurrencies are being traded on highly volatile markets and they often suffer large swings in value. While this may happen to the Angel coin as well and we want our users to be fully aware of that, we also want to focus on the powerful intrinsic motivation brought by doing good. Therefore, we want our main audience to place more attention on doing good and forming a community than on the extrinsic value of the Angel.

Security: if the private keys that give access to donated funds are lost, there is no way to recover them. Likewise, if the keys are not managed and secured properly, a malicious entity may end up accessing the wallets and stealing the funds. We are, nonetheless, taking all the necessary precautions to avoid such events.

Public awareness and understanding: Most people find blockchain quite difficult to understand and many potential donors don't understand the basics of cryptocurrencies well enough to trust the system or make use of it for charitable donations. However, we are confident that our purpose will overcome this aspect.





The Angel Token

It is approximated that the world population will reach **~8.618B people** by the end of 2031, that is why we will generate the same amount of Angels, out of which ~7,875B will be generated at launch.

Every year, taking into account the rates expressed in the table on the right, we will generate more ANGELS to compensate for the growth in global population. This is a symbolic approach aimed to show that we want to preserve the legend that every person has their own Angel to guard them. It also symbolises that we want people from all over the world to join our community and to feel welcome among us.

Once the entire amount of 8,618,349,489 ANGEL has been minted, at the end of year 2031, no other ANGEL tokens will ever be minted or introduced into circulation.

YEAR	TOTAL MINTED ANGELS	GROWTH RATE	NEW MINTED ANGELS
2021	7.874.965.825	0,00%	7.874.965.825
2022	7.953.952.567	1,003%	78.986.742
2023	8.031.800.429	0,979%	77.847.862
2024	8.108.605.388	0,956%	76.804.959
2025	8.184.437.460	0,935%	75.832.072
2026	8.259.276.737	0,914%	74.839.277
2027	8.333.078.316	0,894%	73.801.579
2028	8.405.863.295	0,873%	72.784.979
2029	8.477.660.693	0,854%	71.797.398
2030	8.548.487.400	0,835%	70.826.707
2031	8.618.349.489	0,817%	69.862.089





Token Distribution

Community Pool - These are the tokens held by the Foundation with the purpose of offering them to people who do good deeds on the Give an Angel platform

Partners & Advisors - These tokens are offered to businesses and associates of ours who support our cause and who have helped us reach our objectives throughout our journey; advisors also receive angels from this category of funds

Early Backers - People who participate in the Private Sale event and who believed in us from the beginning

Team - These are the tokens reserved for the members of a team

Foundation Treasury - Tokens reserved for managing risks and long-term strategies

Liquidity Pool - Tokens designed to be used to offer liquidity in platforms such as Uniswap or other DEX's

Rewards and Incentives - Prizes, incentives for potential users and early adopters as well as campaigns meant to raise awareness for certain causes

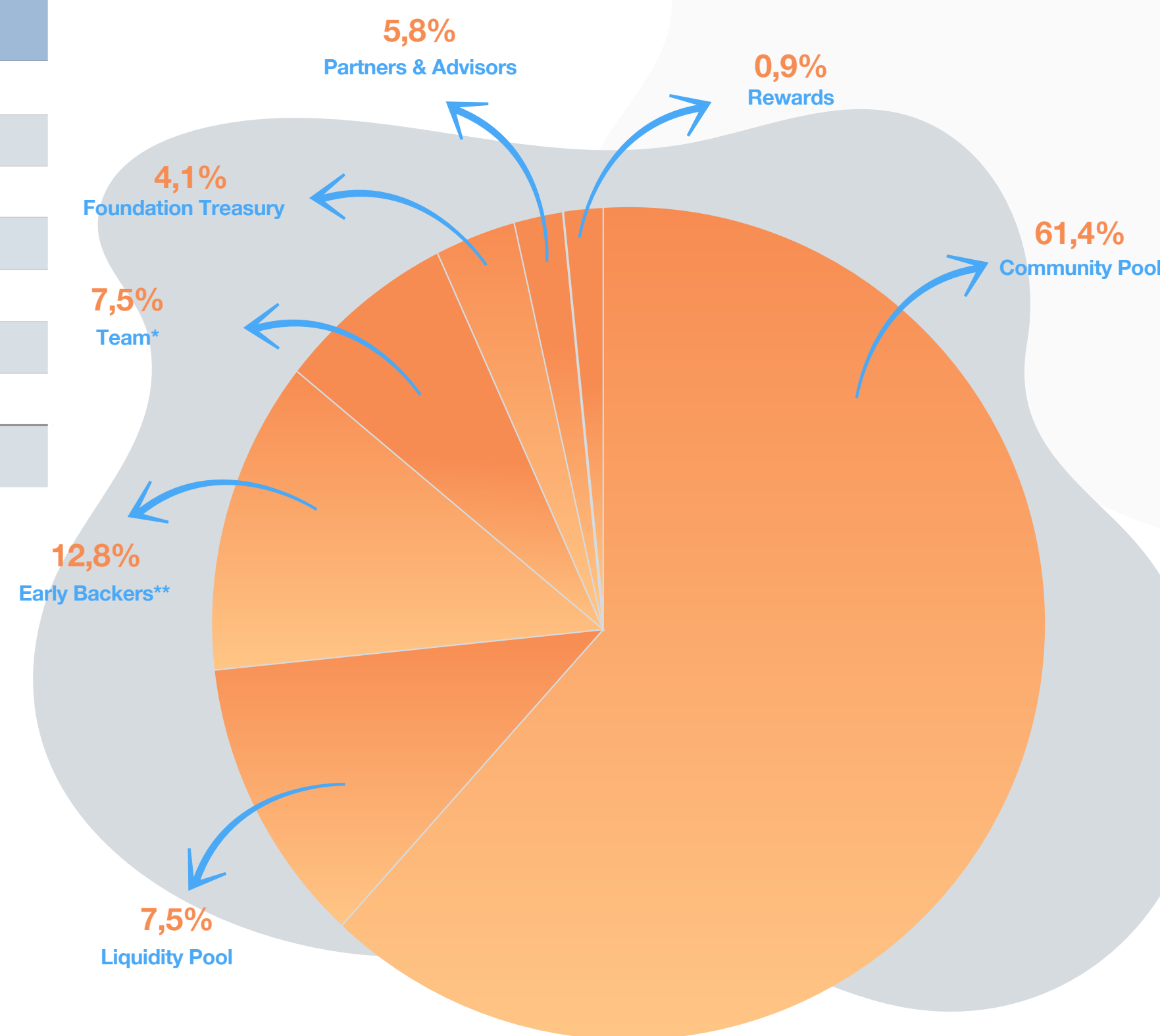
Supply	Amount	Percentage
Community Pool	5.293.349.489	61,4%
Partners & Advisors ***	500.000.000	5,8%
Early Backers (incl. Bonuses)	1.100.000.000	12,8%
Team *	650.000.000	7,5%
Foundation Treasury	350.000.000	4,1%
Liquidity Pool	650.000.000	7,5%
Rewards and incentives	75.000.000	0,9%
TOTAL	8.618.349.489	100%

Mentions

* **7 Years Vesting Period** - 2-year cliff, followed by a five year gradual release - 10% every 6 months

** **12 Months Lockup Period** - 5% released instantly, 3-month cliff starting on the 15th of April, followed by a linear monthly release over 12 months. Tokens that are to be released need to be claimed by the investor.

*** **24 Months Lockup Period** - 0% released instantly, 3-month cliff starting on the 15th of April, followed by a linear monthly release over 24 months.





Use Cases - Angel Token

First and foremost, by having our own utility token, we offer full visibility and the chance for surveillance of transactions, thus avoiding any unfair movements or trades. Second, it allows us to offer rewards to everyone on the app, which can then be used for various purposes. Third, it offers us the possibility to limit the users to have access to only certain features, if they are not engaged and validated members. For example, 'voting' on challenges or giving 'wings' to posts can only be done by members of our community, since one has to have at least one Angel in their wallet to be able to perform these actions.

In addition, by creating partnerships with third-party organisations we offer our members the opportunity to be able to buy products and services for themselves or for others. In practice, we want our members to be able to give Angels to a company and that company to either offer them products or services for their own use or to buy food or water for disadvantaged people. These products or services will be paid for with ANGEL.

Another possible use of the ANGEL in the future will be for micro-lending, as members of our community can lend each other small amounts of money and provide Angels as warranties. This is a case in which people do not want to trade Angels on the market, but they do need to provide some kind of insurance for others to lend them money. Being designed as a utility token, the ANGEL will have multiple use cases within the app's ecosystem, but also externally.





Use Cases - Angel Token

1. ACCESS TO THE PLATFORM

In order to prevent off-topic content and spam as much as possible, but also to empower the most active and engaged members, some features of the app will require our users to have a certain amount of ANGEL tokens in their wallet.

Example 1: in order to give Wings (i.e. like a post), a user has to own ANGEL token(s) in his wallet, earned by engaging with the platform in the first place. In other words, anyone can view the content displayed on the app but only users that have done at least one good deed can support others in their journey to receive ANGELs as well for their content.

Example 2: proposing and/or voting for some charity campaigns or weekly/monthly challenges

Example 3: owning a certain amount of earned ANGEL tokens in your wallet, will unlock access to different communities or priority in finding out about some of our events, campaigns or partnerships.

Note: you can have access to those perks also by depositing ANGELs in your wallet, but the amount needed to qualify will be significantly higher for deposited angels than for earned ANGELs.





Use Cases - Angel Token

Use Cases - Angel Token

2. DONATIONS

Users can send ANGEL donations either by supporting directly the content of others or by sending tokens directly to profiles you appreciate the most.

3. IN-APP PURCHASES

Users and brands can use and spend their ANGELS on a wide variety of activities as described in the examples below. The main goal is to create as many opportunities for the token to circulate within the community, while also creating demand on the market for it.

Example 1: purchase tickets to attend a charitable concert/event.

Example 2: with the support of our sponsors, some challenges will have different rewards for the participant. To post a reply with a proof-of-content, users need to purchase tickets to access the challenge.

Example 3: sponsors and brands can put up for winning different prizes, based on a random lottery mechanic. Users can increase their chances of winning based on the number of tickets they own.

Note: the maximum ticket amount available for a participant to purchase will be limited and a percentage of all the ANGEL gained in contest will be backed by the sponsors and used towards supporting a charity/cause or organising a new community event.





Use Cases - Angel Token

Use Cases - Angel Token

4. MEANS OF EXCHANGE

We want our members to be able to give ANGELs to a company/partner and that company/partner to either offer them products or services for their own use or to buy food or water for disadvantaged people. These products or services will be paid for with ANGEL.

5. LENDING

One possible use of the ANGEL in the future will be for micro-lending, as members of our community can lend each other small amounts of money and provide Angels as warranties. This is a case in which people do not want to trade Angels on the market, but they do need to provide some kind of insurance for others to lend them money.

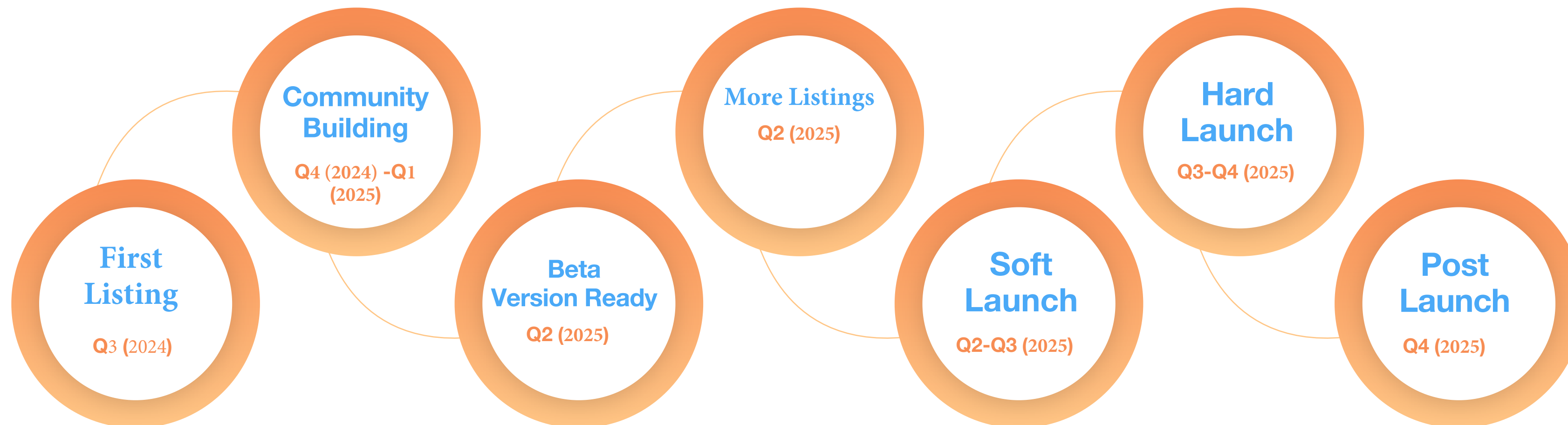




Roadmap

The roadmap pictured in the infographic shows the main highlights in the future of Give an Angel.

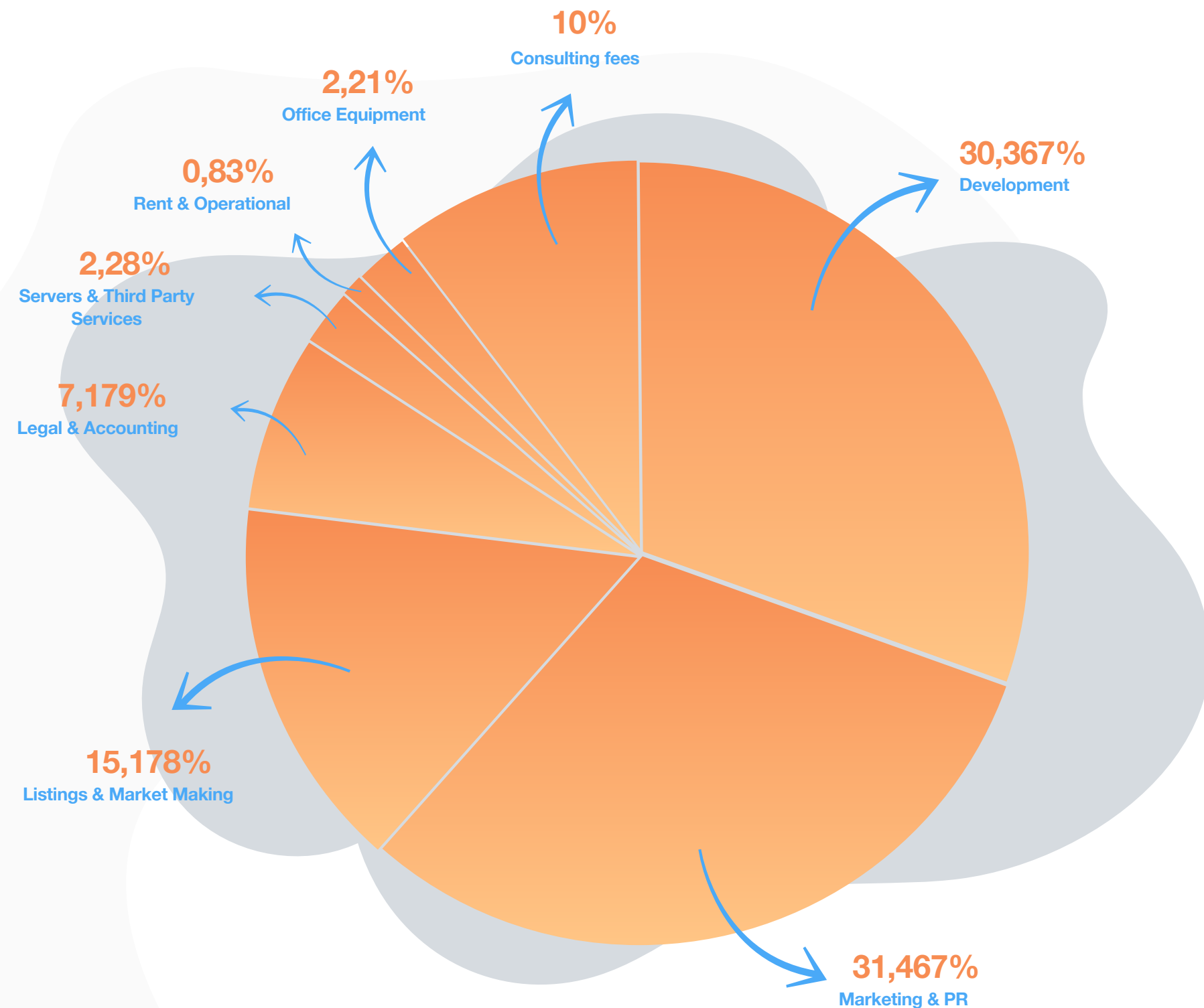
Once the Private Sale ends, [a Gantt chart featuring all the development steps and progress will be available on our website](#), so that our investors and followers can keep track of the project. The chart will include the sprints we are working on, the percentage of funds that has already been used and the exact part of the project we are working on at a specific time. This way, enthusiasts can also drop ideas and thoughts and, thus, be a part of the creation of Give an Angel. After all, our project is customer centric so your feedback and ideas are of great importance to us.





Use Of Funds

The following table and pie chart are aimed to show you how we plan to use the funds gathered through our Private Sale. They are estimative costs and thus, percentages, based on research and information available at the point of writing and they may increase over time. These estimates are calculated for a period of 12 months and include the entire development of the application as well as all necessary expenses for a successful launch. The rest of the funds we raise will go into the Foundation treasury and will be used for further development, R&D and charitable causes that will be backed by the foundation.



	Beta Stage	Soft Launch	Hard Launch	Post Launch	TOTAL
	(Q4,2021-Q1,2022)	(Q1-Q2, 2022)	(Q2-Q3, 2022)	(Q3-Q4, 2022)	
Development	\$345.000	\$235.000	\$235.000	\$285.000	\$1.100.000
Marketing & PR	\$65.000	\$275.000	\$500.000	\$300.000	\$1.140.000
Listings & Market Making	\$250.000	\$100.000	\$100.000	\$100.000	\$550.000
Legal & Accounting	\$55.000	\$50.000	\$80.000	\$75.000	\$260.000
Servers & 3rd Party Services	\$10.000	\$18.500	\$21.000	\$33.000	\$82.500
Rent & Operational	\$6.000	\$6.000	\$8.000	\$10.000	\$30.000
Office Equipment	\$30.000	\$0	\$0	\$50.000	\$80.000
Consulting fees	\$120.000	\$70.000	\$70.000	\$120.000	\$380.000
TOTAL					\$3.622.500





Product Product

The following screens mock-ups have been developed to showcase how the Give an Angel app will look like. Naturally, the design and functions may be modified, but this objective is to offer people an idea of how the app will be. The first two screens show ways in which a user can sign-up for Give an Angel and the page in which they add their dreams. As previously mentioned, the common “Like” button is represented by the “wings” symbol. In addition, if a certain cause or challenge raises Angels, the Angel logo will symbolise the amount of Angels raised.

There will be a homepage, filled with good deeds, that can be filtered by location, interest and based on the people one follows and a Challenges page in which people can discover different challenges. These too can be filtered based on multiple criteria. There will also be a “search” button that can be used to search for different events, causes or people.





Product Product

Looking at one’s own profile, one can see the number of good deeds performed, the number of wings received and the number of ANGELS that has been donated to them. When clicking the “wallet” icon, the user is taken to their wallet, where they can see their balance, recent transactions and options to withdraw and deposit Angels. In addition, the “badges” icon on the profile takes the user to their rewards and achievements page.

That is where they are able to see their halo score, based on the good deeds they have done and the number of challenges they have participated in. In addition, this is where a user can claim their rewards on the app. The last two screens on this slide show you view someone else’s profile and how you can interact with them. In addition to viewing information, one can choose to chat to the user, donate to them and follow them. The very last screen portrays a chat window between two users.

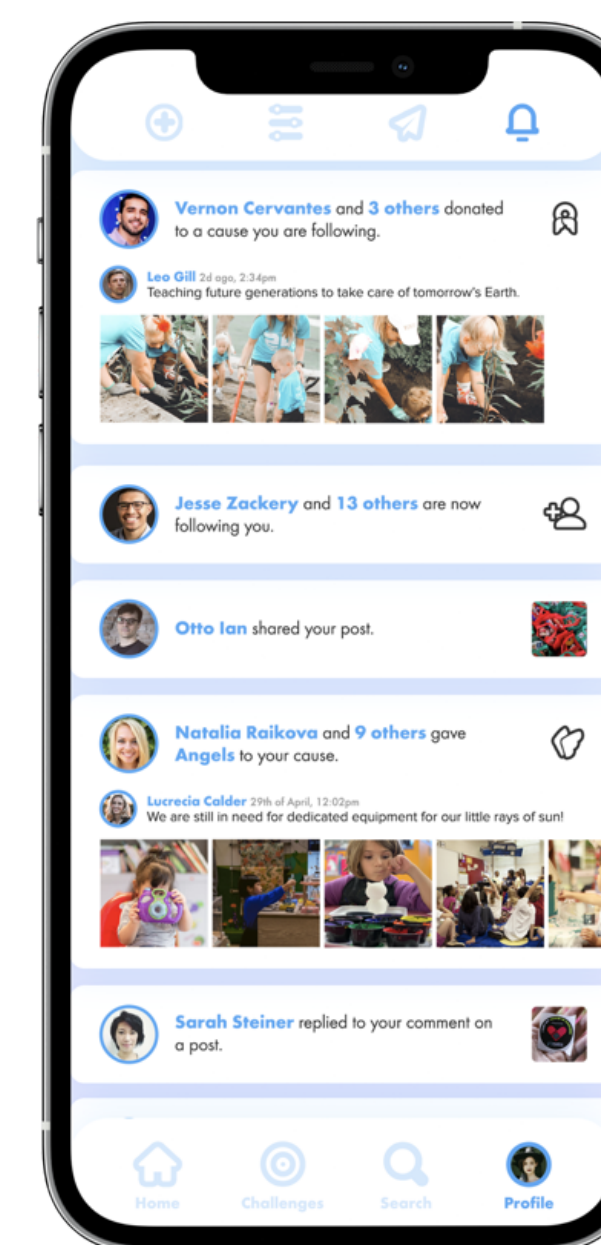
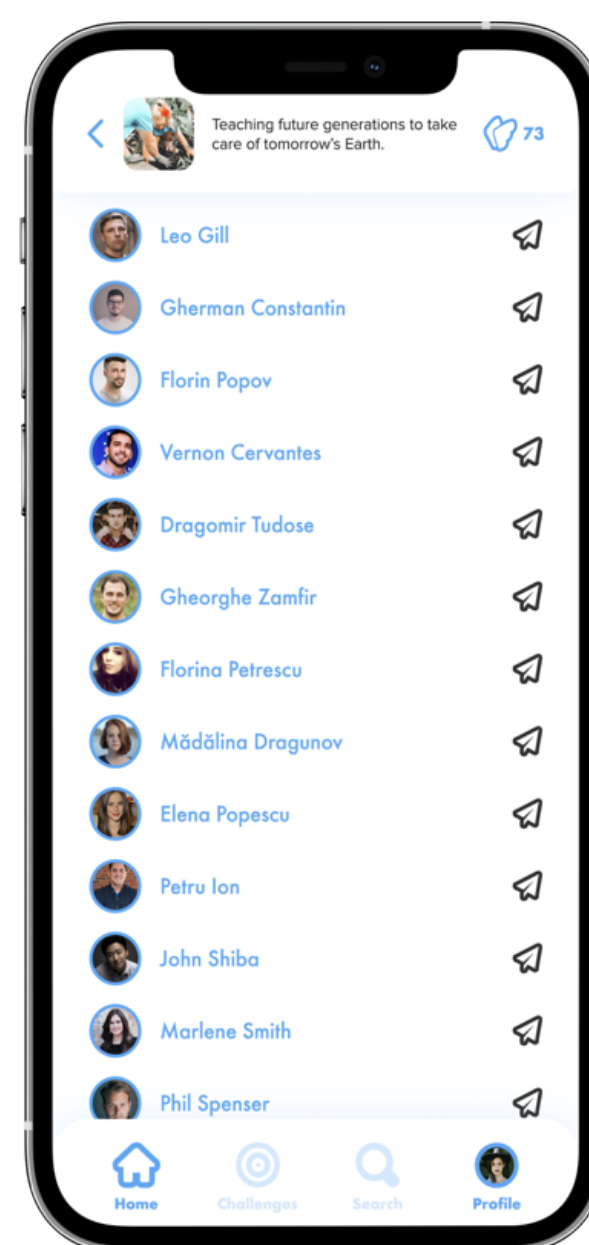
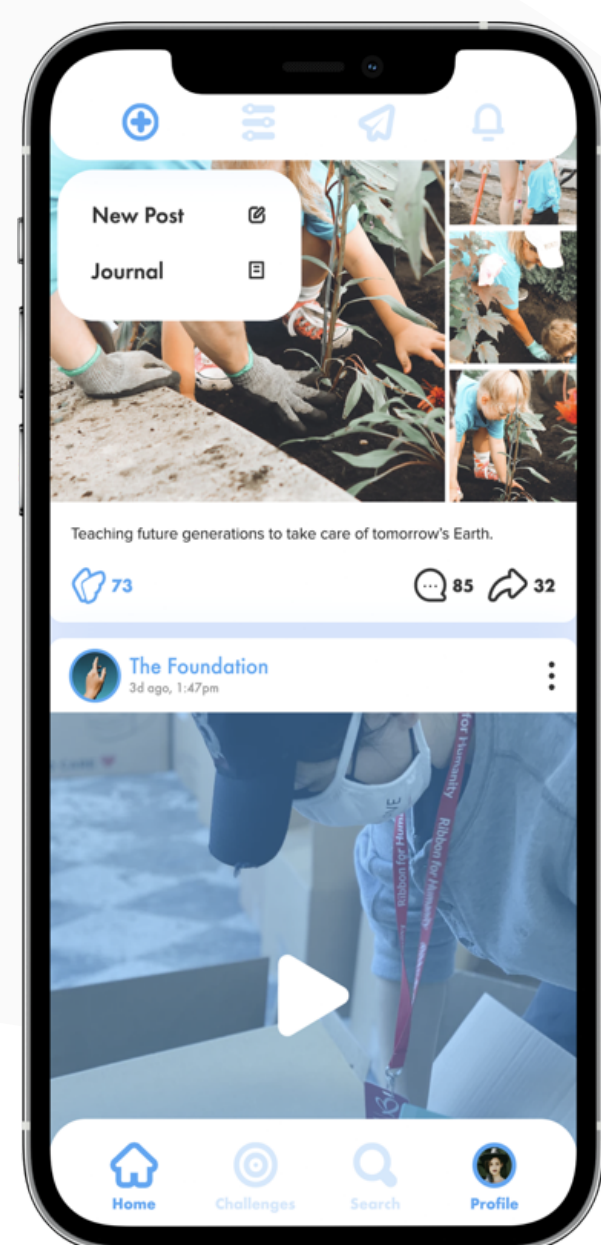




Product Product

When writing a new post, users can add the proof (i.e. video, audio, photo or link) alongside a few lines of text. If there is more to the story, they can write a blog entry, which other users can read when clicking 'read more' on posts that do have a longer text attached.

The following screen shows what a user sees when clicking on the wings received for a post. In addition to seeing what users "liked" your post, you can also send them a message. The third screen shows the notifications page for a user, including interactions with the user's posts, donations for their causes and donations to causes one follows.



Private Sale



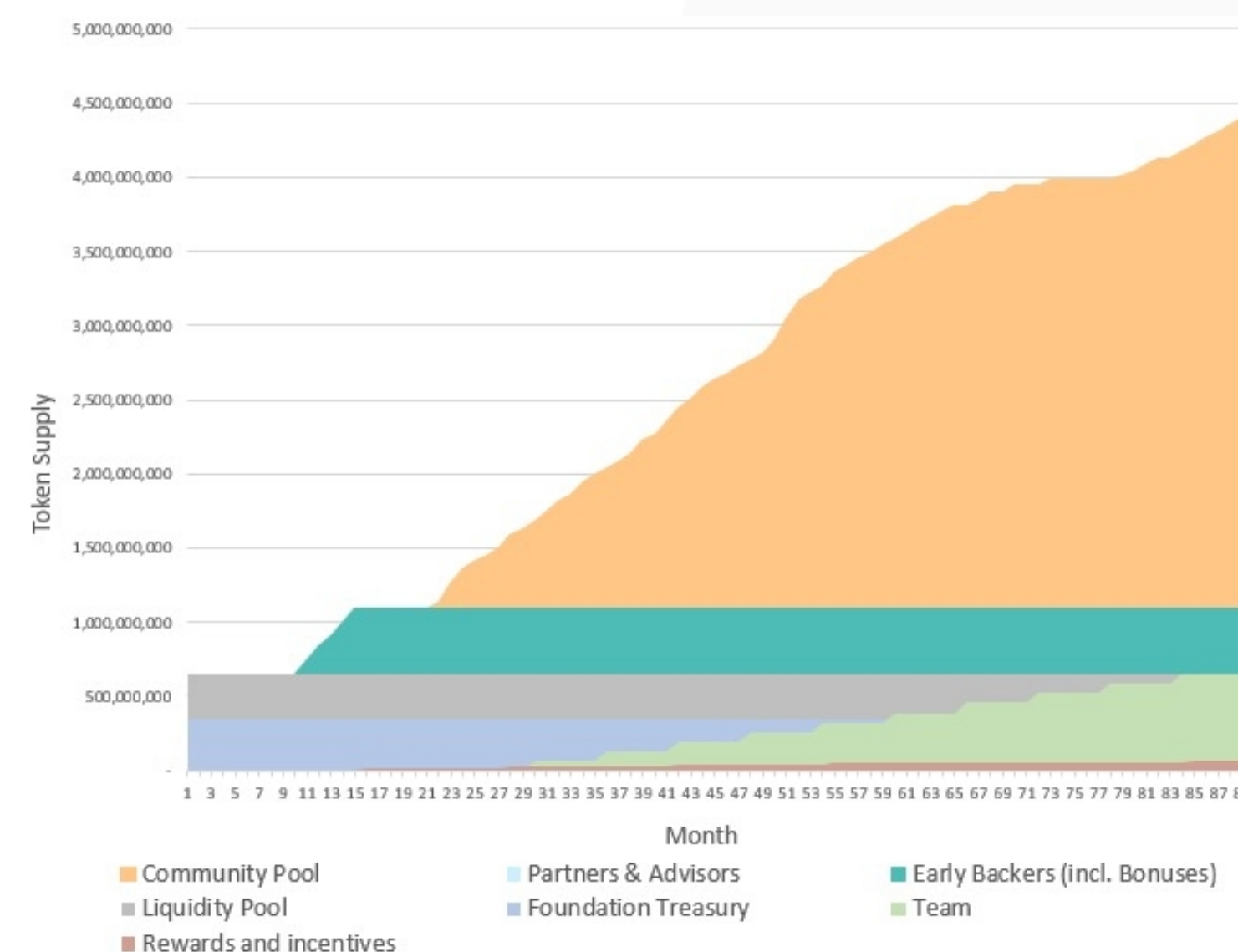
We believe that **the token model is the future of global finance** and we are excited to be a part of it. Given the higher purpose of inspiring people to do good and the educational nature of our product, we have decided to set up and organise **a private sale round only**. The main reasons behind this decision are:

Focusing on dedicated investors - at the end of the day, we acknowledge the fact that, naturally, any investor is looking for a ROI, but we believe that partnering with investors that are also committed to our goal of educating people to do help each other - will benefit our mission and roadmap substantially

Offering the opportunity to support our cause to long term holders and visionaries - usually most of the participants of a public sale event will dump the tokens for small gains or panic sales, not caring or fully understanding the tokenomics or market dynamics. That is why, by holding a private sale event we want to attract sophisticated investors that truly believe in our company and who will add value in terms of partnership and business relations to Give an Angel

Accessing an established network of high net worth individuals but also future partnering companies and charitable organisations. By supporting us from the beginning, our investors will become our partners in the long-run, which will also help our cause and offer the project a kickstart.

- Private Sale Period: **September 2021 - March 2022**
- ANGELs distributed for Private Sale: **1.100.000.000**
- Price per ANGEL: **\$0,015**
- Fully Diluted Market Cap: **\$129.275.242**
- Initial Market Cap: **\$15.825.000**





Team & Advisors

Our team is comprised of people who believe in the power of kindness. By combining our various skillsets, know-how and expertise we are working towards Give an Angel's purpose to make the world a better place, one good deed at a time.



Alina Anton
CEO &
Guardian of Angels



Bogdan Manoiu
Archangel



Gabriel Mazilu
CISO &
Angel Intelligence Director



Madalin Anton
Angel
Developer



Abel Dragomir
Angel SM
Hero



Madalin Dumitru
CEO Cyber Defence part
of Stefanini Group





Legal Considerations, Risks and Disclaimer

Salient Points of ANGEL Token

BY CLICKING ON THE www.giveanangel.com WEBSITE YOU ACCEPT THESE TERMS AND CONDITIONS AND YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO THE FOLLOWING SALIENT POINTS:

YOU UNDERSTAND AND AGREE THAT TOKENS ARE NOT INTENDED TO CONSTITUTE A DIGITAL CURRENCY, COMMODITY, SECURITY, FINANCIAL INSTRUMENT OR ANY OTHER FORM OF INVESTMENT IN ANY JURISDICTION. THE TERMS, THE WHITEPAPER, AND ALL OTHER DOCUMENTS LINKED TO THE TOKEN OFFER, THE ACQUISITION, HOLDING AND/OR USE OF TOKENS DO NOT CONSTITUTE A PROSPECTUS OR OFFERING DOCUMENT AND ARE NOT A SOLICITATION FOR INVESTMENT AND DO NOT CONSTITUTE AN OFFER OF SECURITIES TO THE PUBLIC OR A COLLECTIVE INVESTMENT SCHEME;

YOU UNDERSTAND THAT, AFTER THE DATE OF THE ACCEPTANCE OF THESE TERMS, IF THERE ARE ANY REGULATORY ACTIONS, OR CHANGES TO LAW OR REGULATIONS IMPOSED WHICH ARE APPLICABLE IN RELATION TO PARTICIPATION TO THE TOKEN OFFER, THE ACQUISITION OF TOKENS, AND/OR THE HOLDING AND USE OF TOKEN AND/OR VIRTUAL CURRENCIES OR OTHER TOKENS: (A) THESE TERMS OR ANY OTHER DOCUMENTS MAY BE CHANGED SIGNIFICANTLY BY THE COMPANY TO ENSURE COMPLIANCE WITH SUCH REGULATORY REQUIREMENTS AND (B) THE COMPANY RETAINS THE RIGHT TO DO ALL

RETAINS THE RIGHT TO DO ALL THAT IS NECESSARY TO BE IN COMPLIANCE WITH SUCH REGULATORY REQUIREMENTS, INCLUDING BUT NOT LIMITED TO CEASING OPERATIONS (IF NECESSARY);

PURSUANT TO THE VIRTUAL FINANCIAL ASSETS LEGISLATION THE HOMEPAGE WILL CONTAIN INFORMATION IN ACCORDANCE WITH ROMANIAN AND EUROPEAN LAW. FURTHERMORE, IN ACCORDANCE WITH ARTICLE 9, WHERE THE ISSUER IS REQUIRED TO MAKE CERTAIN INFORMATION PUBLIC, OR PROVIDE NOTICE THEREOF, THIS REQUIREMENT IS CONSIDERED TO HAVE BEEN COMPLIED WITH BY PUBLISHING SUCH INFORMATION ON THE COMPANY WEBSITE;

YOU UNDERSTAND AND AGREE THAT TO THE EXTENT THAT YOU ARE NOT A PROHIBITED INVESTOR, IT IS SOLELY UP TO YOU TO ENSURE THAT NO PRIOR OR SUBSEQUENT APPROVAL, NOTIFICATION, REGISTRATION OR LICENCE IS NEEDED TO PARTICIPATE IN, ACQUIRE, HOLD AND/OR USE TOKENS AND THE PLATFORM. IF SUCH IS NEEDED, IT IS SOLELY UP TO YOU TO OBTAIN SUCH PRIOR OR SUBSEQUENT APPROVAL, NOTIFICATION, REGISTRATION OR LICENCE OR ANY OTHER FORM FOR THE PARTICIPATION IN, ACQUISITION, HOLDING AND/OR USE OF TOKENS AND THE PLATFORM. AND ALL OF THIS IN





PLATFORM. AND ALL OF THIS IN THE COUNTRY WHERE YOU ARE A CITIZEN, NATIONAL, RESIDENT OR HAVING A SIMILAR CONNECTING FACTOR, OR INCORPORATED, REGISTERED OR EFFECTIVELY MANAGED, AND YOU UNDERSTAND THAT THE COMPANY SHALL NOT IN ANY WAY BE LIABLE FOR ANY NON-CONFORMITY OF THE ABOVE BY YOU;

YOU UNDERSTAND AND AGREE THAT TOKENS CARRY NO RIGHTS, WHETHER EXPRESS OR IMPLIED, OTHER THAN THE RIGHT TO USE TOKEN ON THE PLATFORM;

TOKENS DO NOT REPRESENT OR CONFER ANY OWNERSHIP RIGHT OR STAKE, SHARE OR SECURITY OR EQUIVALENT RIGHTS, INTELLECTUAL PROPERTY RIGHTS OR ANY OTHER FORM OF PARTICIPATION RELATING TO THE COMPANY. TOKENS DO NOT GIVE YOU ANY ENTITLEMENT TO ACQUIRE ANY SUCH INTEREST OR ENTITLEMENT IN RESPECT OF THE COMPANY;

YOU UNDERSTAND AND AGREE THAT THE COMPANY SHALL NOT BE HELD LIABLE FOR ANY SPECULATIVE INTENTION BY YOU OR FROM ANY THIRD PARTIES WHO ATTEMPT TO HOLD THE TOKENS FOR ANY OTHER REASON;

YOU UNDERSTAND AND AGREE THAT TOKENS SHALL ONLY BE ACQUIRED FROM THE COMPANY BY MEANS OF THE TOKEN OFFER UNLESS OTHERWISE AGREED BY THE PARTIES. ANY TRADING OF TOKENS ON THE SECONDARY MARKET SHALL BE AT THE SOLE RISK AND RESPONSIBILITY OF THE INVESTOR. THE COMPANY SHALL NOT BE RESPONSIBLE FOR ANY DERIVED RISKS AND LOSSES FROM SUCH SECONDARY TRADING ON AN

TRADING ON AN EXCHANGE OR THE SECONDARY MARKET BY THE INVESTOR;

YOU HEREBY WARRANT THAT YOU ARE NOT A PROHIBITED INVESTOR AS DEFINED IN THESE TERMS AND YOU UNDERSTAND AND AGREE THAT TOKENS ARE NOT AVAILABLE TO PROHIBITED INVESTORS. THE COMPANY RETAINS THE RIGHT NOT TO ALLOW THE USE OF THE PLATFORM TO ANY PROHIBITED INVESTORS;

THE COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL TOKENS AT ANY MOMENT IN TIME AND AT ITS SOLE DISCRETION;

YOU HEREBY CONSENT TO THE COLLECTION AND PROCESSING OF ANY PERSONAL DATA BY THE COMPANY ACCORDING TO THE EUROPEAN GENERAL DATA PROTECTION REGULATION ('GDPR').

Terms and Conditions of Angel Token

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO THE TERMS AND CONDITIONS.

Posted: 31.07.2021

Definition and Interpretation

The following words and phrases, wherever used herein, shall have the following meaning:

„Act”

Romanian and European legislation in force at the date of publication of this Document

“Terms and Conditions”;





„Company”

GIVEANANGEL SRL, a Romanian company with registration number J40/ 386181/ 2021 as the future issuer of the native ANGEL token at the launch of the mainnet, and Giveanangel SRL, a Romanian Company, Reg. No J40/ 386181/ 2021 as the project developer of Angel;

„Documents”

All documents, annexes and other relevant information regulating the initial minting and allocation of Tokens and/or the use of Tokens including but not limited to the White Paper, the Private Token Offer Agreement, the Public Token Offer Agreement, the Terms, the Privacy Policy and all information made available by the Company on the Website or elsewhere from time to time, and to the extent applicable;

„GDPR”

General Data Protection Regulation i.e. Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (general Protection Regulation);

„Investor”

Any person (natural or juridical), who intends to contribute and/or participate in the reward based fundraising event and/or who intends to acquire, hold and/or use Token and utilises the Platform;

„Private Token Offer”

The offer made by the Company, through a private reward-based fundraising event, to accept contributions towards the Project, which contributions will be rewarded with an allocation of a determinate amount of Tokens to Participants according to the terms of the Private Token Offer Agreement;

„Private Token Offer Agreement”

The agreement between the Company and the Investors in relation to the Private Token Offer Agreement;

„Prohibited Investor”

- (i) a natural person wishing to become an Investor and being a citizen, national, resident or having a similar connecting factor to; or
- (ii) a juridical person wishing to become an Investor and being incorporated, registered or effectively managed and controlled from or in: (a) a country, jurisdiction or territory where the Token Offer, if applicable, or the holding and use of Tokens and/or virtual currencies or other tokens at any other moment in time is prohibited by laws, regulations or other practices and policies in the said country, jurisdiction or territory, which is taken to include, but is not limited to U.S.A. or any other jurisdictions where the aforementioned are prohibited or in (b) countries, regimes and organisations which are subject to international sanctions issued by the United Nations Security Council, European Union or by the United States of America as updated from time to time and which shall include persons, groups and entities subject to such sanctions. This shall include any person representing or acting on behalf of such restricted Prohibited Investor/s in any manner or capacity whether openly or covertly;

„Project”

The Project being the reason behind the Token Offer, with the aim of creating a public blockchain infrastructure by introducing a genuine State Sharding approach and a Secure Proof of Stake consensus mechanism as explained in the White paper and/or Website;





„Public Token Offer”

The reward based fundraising event carried out by the Company in terms of its White Paper;

„Public Token Offer Agreement”

The agreement between the Company and the Investors in relation to the Public Token Offer;

„Terms and conditions”

The terms and conditions governing the acquisition, holding or use of Tokens at any moment in time, as stated herein, which may be updated from time to time;

„Token (s)”

A utility cryptographic decentralized token named EGLD. Until the launch of the platform (mainnet) the token will be an interim token based on the Binance Chain (BEP2 standard) and at the launch of the platform (mainnet), the interim token will be swapped to the native token based on the Company’s new blockchain, intended primarily for the use of, access or participation to the ANGEL Public Blockchain as outlined in the White Paper and/or Website. The term ‘Token(s)’ is also used interchangeably with ANGEL throughout the Documents;

„Token Offer”

Shall refer to the Private Token Offer and/or the Public Token Offer as may be applicable;

„Wallet”

A private key, or a combination of private keys linked to an Binance-based digital wallet having a unique address and capable of accepting BEP2 tokens including the Token and which is necessary to acquire, hold and dispose of Tokens;

„Website”

Shall include any of the website linked to the domain www.giveanangel.com and all subdomains of such website or any other website as indicated by the Company from time to time;

„Platform”

A decentralized platform on the basis of blockchain technology and smart contracts for the purpose of the Project and on which the Tokens are utilised;

„White Paper”

The initial indicative document prepared and issued by the Company, utilised to explain the Platform, the Project and the use of Token to Investors.

The reference to the terms "country", "jurisdiction" and "territory" may be used interchangeably within the Terms and shall have the same meaning and shall also be taken to include any determinate geographic location to the extent applicable in the Terms.

The reference to the term "holding" used within the Terms with respect to the holding of the Token shall be construed to include holding in any manner including but not limited to 'ownership' and 'possession', whether in the Investor's own name or on behalf of others.

The term "use" with respect to the use of Tokens shall be construed to include 'trade', 'barter', 'exchange' or 'utilizing' of Tokens in any other manner, whether in the Investor's own name or on behalf of others.

The term "Wallet" shall be construed to include 'digital vault' or other storage mechanism and these terms may be used interchangeably within the Terms and Conditions.

The terms "you" "your" "he", "contributor" and "investor" may be used interchangeably within the Terms and shall have the same meaning as the definition of Investor above.

The headings in the Terms and Conditions are inserted for convenience only and shall not affect its construction.





its construction.

Where the context so requires, the use of the masculine gender shall include the feminine and/or neuter genders and the singular shall include the plural, and vice versa.

„Scope”

The Terms and Conditions shall constitute an agreement between the Investor and the Company and shall govern the participation in the Token Offer, the acquisition, holding or use of Tokens, as updated from time to time, to the extent not covered by any of the other Documents.

The Company is the issuer of Tokens which shall be utilised on the Platform. Information on the Token and the Platform may be found in the Documents including the Website as updated by the Company from time to time or in any other way.

The Investor and the Company shall each hereinafter be referred to as the “Party” and collectively as the “Parties”.

„Acceptance of Terms”

By accepting the Private Token Offer Agreement or the Public Token Offer Agreement, these Terms and other documents made available via the Website, participating in the Token Offer and/or holding and/or using Tokens and/or the Platform at any moment in time, the Investor confirms that he has read, understood, agreed and accepts to be bound by these Terms, which shall immediately be effective and binding on and between the Parties. Should the Investor not agree to the Terms, the Investor shall not be authorised to acquire or use the Tokens and the Platform.

The Investor understands and agrees that the Terms can be changed for any other reason by the Company (as noted elsewhere in these Terms) and it is up to the Investor to ensure that he is aware of the latest terms as available on the Website or via any other means.

The Investor hereby represents and warrants that, to the extent permitted by law, he is authorised

is aware of the latest terms as available on the Website or via any other means.

The Investor hereby represents and warrants that, to the extent permitted by law, he is authorised to participate in the Token Offer, to acquire, to hold and/or use Tokens in his country, that he is of a legal age to be bound by these Terms and that he has all necessary power and authority to enter into the Terms.

The Investor hereby further represents and warrants that he understands the usage and intricacies of cryptographic tokens, smart contract functionality, token storage mechanisms (including wallets) and has sufficient understanding of technical, financial and business matters, and he appreciates and assumes the risks and implications of holding and using similar tokens;

”Risk Factors”

Participation in the Token Offer and/or the acquisition and/or use of Tokens as well as the use of the Platform at any moment in time, carries with it a number of risks. The Investor should carefully weigh all the risks and possible costs, including the non-exhaustive list of risks described in the Terms.

The following is a non-exhaustive disclosure of principal risk factors which are considered to be material by the Company in connection with the Token Offer, and the acquisition, holding and/or use of Tokens as well as the use of the Platform. Investors should consider these risk factors alongside all other information provided in the Terms and are advised to consult with their own professional advisers (including their financial, accounting, legal, tax, technical or other advisers and experts) before deciding to acquire the Token. In addition, Investors should be aware that the risks described herein may combine and thus intensify one another.

The Company believes that the following risk factors may even affect its own business, as well as the external valuation of Tokens (which external valuation is beyond the scope and purpose of the





of the reason behind the Platform and the Company's business). Most of these risk factors are contingencies which may or may not occur and the Company is not in a position to predict the likelihood of such contingency occurring.

The Investor hereby understands and agrees that Tokens are merely pre-payment tokens linked to the use of the Platform and the Project as explained in the Documents. As noted elsewhere in the Terms, Tokens are not being structured or sold as a digital currency, commodity, security, financial instrument or any other form of investment in any jurisdiction. Accordingly, none of the information presented in the Documents is intended to form the basis for any investment decision, and no specific recommendations are intended.

By participating in the Token Offer, acquiring, holding and/or using Token, the Investor expressly acknowledges and assumes the following risks:

General suitability of Token acquisition

The acquisition of Tokens from the Company is only suitable for financially sophisticated persons who are capable of evaluating the merits and risks of such an acquisition, or other persons who have been professionally advised with regard to Token acquisition and who have sufficient financial resources to be able to bear any losses that may arise therefrom (which may be equal to the whole amount spent in connection with the token acquisition). Such an acquisition should not be seen as an investment or a financial asset.

Risk of losing access to Tokens due to loss of private key/s, custodial error or Investor error

A Wallet is necessary to acquire, hold and dispose of Tokens. The Investor hereby understands that he is responsible for setting up the Wallet with a third-party provider to hold the Tokens and he is responsible for implementing reasonable measures for securing the Wallet. Accordingly, loss of requisite private key/s associated with the Wallet holding then Tokens will result in the loss of such Tokens and any other cryptocurrencies and/or tokens held within. Moreover, any third party that

Moreover, any third party that gains access to such private key/s, including by gaining access to login credentials of the Wallet that the Investor uses, may be able to misappropriate the Investor's Tokens. Any errors or malfunctions caused by or otherwise related to the Wallet that the Investor chooses to receive and hold the Tokens including the Investor's own failure to properly maintain or use such Wallet or caused as a result of the choice of third party provider for the Wallet, may also result in the loss of the Tokens. Additionally, the Investor's failure to follow precisely the procedures set forth in the Terms for acquiring and receiving the Tokens, including but not limited to, the provision of the wrong Wallet address for receiving the Tokens may also result in the loss of his Tokens.

Risk of mining attacks

As with other decentralized cryptographic tokens based on decentralized protocols, Tokens in general are susceptible to attacks by miners in the course of validating Token transactions, including, but not limited, to double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the Platform and/or Tokens, including but not limited to, accurate execution and recording of transactions involving Tokens.

Risk of hacking and security weakness

Hackers or other groups or organisations may attempt to interfere with the Tokens in a number of ways, including, but not limited to denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks, and any such similar events which could have an impact on the Tokens, and the Platform.

Risk of security, weakness in the smart contract, Website and Token source code or any associated software and/or infrastructure

There is a risk that the smart contract (if any), Website, the Platform and the Tokens may unintentionally include weaknesses or bugs in the source code interfering with the use of or





causing the loss of the Tokens; the source code of the Website is open and could be updated, amended, altered or modified from time to time. The Company is unable 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 Tokens and/or the Website. As a result, Tokens may be lost.

Risk of no listing or low/no liquidity

Tokens are intended to be used solely on the Platform and the Company will not (except as otherwise indicated in the Documents) support or otherwise facilitate any secondary trading on an exchange or the secondary market or the external valuation of Tokens, which are all beyond the scope and purpose of the Platform. This restricts the contemplated intended use of Tokens only to the Platform and could therefore create illiquidity risk with respect to the Tokens that the Investor owns. Even though there are currently online services available which enable exchange of cryptographic tokens with other such tokens or even enable the exchange of cryptographic tokens for fiat money, there are no warranties and/or guarantees that Tokens will be made available for exchange with other cryptographic tokens and/or fiat money, and no guarantees are given whatsoever with regard to the capacity and/or volume of such exchange/s. It shall be explicitly cautioned that such exchange, if any, might be subject to poorly-understood regulatory oversight, and the Company does not give any warranties in regard to any exchange services providers. Users including the Investor, if applicable, might be exposed to fraud and failure affecting those exchanges. In any case, and except as otherwise indicated in the Documents, it is not the Company's aim to enable exchange of Tokens for other cryptographic tokens or for fiat currency and it shall therefore not commit to any endeavours to list Tokens on such exchanges or any secondary markets.

Risks of an eventual unfavourable fluctuation Token value

The Platform is intended to be financially self-sufficient and the Company commits to having no specific interest in the market value of Tokens. Nevertheless, if the value of BNB and/or the Tokens fluctuates, the Company may not be able to fund development to the extent necessary, or may not be able to develop or maintain the Platform in the manner that it intended. In addition to the usual market forces, there are several potential events which could exacerbate the risk of unfavourable fluctuation in the value of BNB or Tokens including another DAO-like attack on the Ethereum network, or significant security incidents or market irregularities at one or more of the major cryptocurrency exchanges.

Risk of Malfunction in the Binance network or any other blockchain and of competing platforms

It is possible that Tokens interact with malfunctions in an unfavourable way, including but not limited to one that results in the loss of the Tokens or prevent their use on the Platform. It is possible that alternative platforms could be established that utilise the same open source code and protocol underlying the Platform and attempt to facilitate services that are materially similar to the Platform. The Platform may compete with these alternatives, which could negatively impact the Platform, including the utility of Tokens for use of the Platform.

Risk of uninsured losses

Unlike bank accounts or accounts at some other financial institution, Tokens are uninsured unless the Investor specifically obtains private insurance to insure them. Thus, in the event of loss of Tokens or loss of Tokens' value, there is no public insurer, such as the Investor Compensation Scheme or private insurance arranged by the Company to offer recourse to the Investor.

Risk associated with uncertain regulations and enforcement actions

The regulatory status of tokens in general, Initial Token or Coin Offerings, token offers and distributed ledger technology is unclear or unsettled in many jurisdictions outside of Romania and Europe. It is difficult to predict how or whether regulatory authorities may apply existing regulation





and Europe. It is difficult to predict how or whether regulatory authorities may apply existing regulation with respect to such technology and its applications, including the Platform and the Token. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement regulatory actions or changes to law and regulation affecting distributed ledger technology and its applications, including the Platform and the Tokens. Regulatory actions or changes to law and regulation could negatively impact the Token and the Platform in various ways, including, but not limited to, a determination that the acquisition, holding and use or disposal and transfer of the Tokens constitutes a regulated instrument that requires registration or licensing of those instruments or some or all of the parties involved in the acquisition, contribution, sale and delivery thereof. The Company may cease operations or interrupt the Token Offer in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable or no longer viable to obtain the necessary regulatory approval/s to operate in such jurisdiction or to provide the Platform.

The Investor understands and accepts the inherent risks associated under applicable law, whereby the authorities are given broad regulatory and investigatory powers including but not limited to the power to make regulations, the power to delegate, the power to require information, the appointment of inspectors, the power to issue directives, the power to protect the public interest, the right of entry, and the power to impose administrative fines and penalties. The Investor understands and accepts that these risks can have severe adverse effects on the Company. The Investor understands and accepts, that he has no right to recourse as a result of any loss due to circumstances under this clause.

Risk arising from taxation

The tax characterization of the Token is uncertain. The Investor must seek his own tax advice in connection with purchasing Tokens, which may result in adverse tax consequences to him,

connection with purchasing Tokens, which may result in adverse tax consequences to him, including withholding taxes, income taxes and tax reporting requirements.

Risk of insufficient interest in Token and the Platform

It is possible that Token and the Platform will no longer be used by a large number of individuals, companies and other entities or that there will be limited interest in the use of Token and the Platform. Such a lack of use or interest could negatively impact the development of the Platform and therefore the potential utility of Token.

Internet transmission risks

There are risks associated with using Token including, but not limited to, the failure of hardware, software, and Internet connections, or other technologies on which the Platform or the use of Token relies. Such failures may result in disruptions in communication, errors, distortions or delays when using Token and the Platform or the Website.

Risk of dissolution of the Company

It is possible that due to a number of reasons, including but not limited to, a decrease in the Token's utility, the failure of commercial relationships, or intellectual property ownership challenges, unfavourable market conditions and added compliance and regulatory obligations, the use of the Platform may no longer be viable or the Company may need to cease trading and be dissolved and liquidated.

Risk arising from lack of governance rights

Since Tokens do not represent or confer any ownership right or stake, share or security or equivalent rights, intellectual property rights or any other form of participation relating to the Company, all decisions involving the Company will be made by Company at its sole discretion, including, but not limited to, decisions to create or transfer more Tokens for use, to sell or liquidate the Company. These decisions could adversely affect the utility of Tokens that the Investor holds.





Investor holds.

Regulatory Risks and Market Risks

The Company and the Platform, are subject to a variety of domestic and/or EU and international laws, regulation and directives, including those with respect to privacy and data protection, consumer protection, data security, and others. These laws, regulations and directives, and the interpretation or application of these laws, regulations and directives, could change from time to time. In addition, new laws, regulations or directives affecting the Company, the Platform and Token could be enacted, which could impact the utility of the Token and its use on the Platform. Additionally, the Investors are subject to industry-specific laws and regulations or licensing requirements. If any of the Parties fails to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more stringent or are otherwise amended, this could adversely impact the Token and the Platform, including the Token's utility on the Platform. The Investor hereby accepts the risk that in some countries the Token might be considered, now or in the future, a security token. In this case the Company gives no representations, warranties or guarantees that the Tokens are not considered to be Security Tokens in all countries. The Investor hereby accepts to be solely responsible of the legal, financial and any other risks connected to Token as a security in his country and to be responsible to check whether the holding, use and the disposal of the Token is legal in his country. Also, changes in laws, regulations and directives governing the Company's operations may adversely affect the Company's business and consequently the Platform. Any change in the Company's tax status, or in taxation legislation in Romania and Europe or elsewhere, could affect the value of its financial holdings, its business and the Company's ability to achieve its business objective and continual commitment to the development of the Platform.

Other inherent risks

Other inherent risks

The Investor understands and accepts the inherent risks associated with Tokens, to the extent not covered elsewhere in the Terms, including, but not limited to, risks associated with (a) money laundering; (b) fraud; (c) exploitation for illegal purposes; and (d) any other unanticipated risks.

Unanticipated risks

Cryptographic tokens such as the Tokens as well as blockchain are a new and untested technology. In addition to the risks indicated in the Documents there are other risks associated with the Investor's acquisition, holding and use of Tokens, including some that the Company cannot or may not anticipate. Such risks may further materialise as unanticipated variations or combinations of the risks discussed in the Documents.

The Investor hereby represents and warrants that he will take sole responsibility for any restrictions and risks associated with the holding or use of the Token. If any of the risks, mentioned in the Terms are unacceptable or the Investor is not in a position to understand, the Investor should not acquire, hold or use the Token.

Purpose and use of the Token

The Investor can utilise the Token solely on the Platform.

As already stated in the Terms and Conditions, the intention is that the Tokens are not to be transferred to third parties. However should the Investor transfer any Tokens to other parties in any manner and under any title, the Investor shall be responsible to ensure that such transfer is in compliance with the applicable rules and regulations, and the Company shall not be held liable for any loss or damages that may occur.

The Investor understands and accepts that the acquisition of Tokens is final and non-refundable and is limited to its use on the Platform. The Investor acknowledges that he has no right to request





and is limited to its use on the Platform. The Investor acknowledges that he has no right to request a refund for any reason.

Use of Platform

Membership, benefits and the use of the Platform are regulated by a separate set of Terms and Conditions that are available on the <https://giveanangel.com/>.

Privacy and Confidentiality

In line with its Privacy Policy, the Company values Investors' privacy by not requesting any information that is unnecessary for the acquisition, the holding and/or for use of Tokens and/or for use of Platform or to abide with obligations under applicable law. The Company commits itself to do its utmost to ensure that its directors, officers, members, employees, agents, attorneys, representatives, affiliates and associates shall not disclose to any person, any non-public proprietary, documents or confidential information which may have been obtained as a result of the relationship between the Parties under the Terms except to the extent necessary further to any law, regulations, rules or agreements.

Nevertheless, the Company shall be entitled, at any time, to request from the Investor information and/or documentation that the Company, in its sole discretion, deems fit and necessary in order to comply with any applicable law or regulation in connection with the acquisition, holding and use of Tokens and the use of the Platform. The Investor agrees to provide the Company with such information promptly upon request, and he acknowledges that the Company may not allocate the Tokens, and/or provide access to the Platform until the Investor provides such requested information and the Company has determined that it is permissible under applicable law or regulation. The Company reserves the right to require further due diligence documentation in

further due diligence documentation in compliance with any new or amended regulation which may come into force in the future.

Furthermore, the duty of confidentiality does not extend to communications in furtherance of an illegal purpose nor to documents or facts showing the commissions of a crime or fraud. Moreover, the Company is subject to the duty (without the need to inform the Investor) to notify the authorities if the Company suspects that any property or money represents proceeds of corruption, drug trafficking or other crime. Moreover, the Investor acknowledges that the Company is not bound by confidentiality obligations when the disclosure is necessary in the Company's opinion to protect its own interest.

Anti-Money Laundering

The Company is a subject person in terms of the Anti-Money Laundering Regulations, and by virtue of the Act, and reserves the right to question the Investor and to request documentation necessary for Know Your Client purposes as well as for the purpose of proving the source of funds utilised to acquire the Tokens prior to providing access to the Platform. The Company also reserves the right, at its sole discretion, to terminate an Investor's use of Tokens on the Platform and any other requested related or unrelated services or any portion thereof at any time, without notice, in particular due to legal grounds originating in Anti- Money Laundering and Know Your Client regulation and procedures.

Taxation of Tokens

Further to the risks in relation to taxation as outlined in the Terms and Conditions, the Investor bears the sole responsibility to determine and comply with any actual or potential tax liability, if any, resulting from the acquisition of, the holding, use or disposal of the Tokens. The Company is not in any way and under no condition bound to compensate for the Investor's tax obligations or give any





advice related to tax issues, including but not limited to what kind of filing or reporting needs to be done with the competent tax authority, which taxes and to which extent the Investor is obliged to pay, which tax exemptions the Investor is eligible to, or any other similar verifications and/or obligations.

Limitation of Liability and Indemnity

The Investor hereby understands and agrees, that entering into the Terms, acquiring, holding, receiving and using the Tokens for any other reasons except for use on the Platform may carry serious risks (as listed in the Terms) and losses and these risks and losses are irretrievably and fully accepted by the Investor.

The Company shall not be liable for any of the following losses, including but not limited to increased or additional costs, loss of profits, loss of revenue or income, trading losses, loss of opportunity, loss of bargain, loss of time, loss of data or consequential, incidental, special, indirect losses as may be incurred or suffered by the Investor for any reason including but not limited to as a consequence of the the non- exhaustive list of risks described in the Terms (even if such damages or losses are foreseeable or even if the Company has been advised of the possibility of such damages or losses).

The Investor further acknowledges and agrees that in no event shall the Company be liable for any damages, losses, diminution in value, charges, liabilities, claims (including claims of negligence, tort or quasi-tort or other breach), demands, actions, suits, proceedings, payments, judgments, settlements, awards, assessments, deficiencies, interest, penalties and costs and expenses (including reasonable attorneys' and consultants' fees and expenses) imposed on, sustained, incurred or suffered by, or asserted against the Company, directly or indirectly relating to or arising out of the Investor's participation in the Token Offer, or any acquisition, holding or use of Tokens at

any moment in time, or use of the Platform, including but not limited to any breach by the Investor of these Terms or violation of any law, rule, or rights of a third party. The Investor agrees to indemnify the Company for any legal fees or other costs that are incurred by the Company or any other indemnified parties as a result of the Investor's actions.

Furthermore, the Company shall not be responsible for any losses or damages arising in connection with:

Forcemajeurevents, including acts of God, earthquakes, storms, orothernatureevents, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war;

any labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or smart contract bugs or weaknesses, technological changes, changes in interest rates or other financial or monetary conditions;

reliance on any information contained in the Documents, any error, omission or inaccuracy in any such information or any action resulting from such information.

For the purpose of this limitation of liability clause the "Company" shall be deemed to include any directors, officers, members, employees, agents, attorneys, representatives, affiliates and associates.

Termination

The Company may terminate or suspend the Investor's access to the Platform without prior notice or liability for any reason whatsoever, including but not limited to, cases where the Investor breaches the Terms. Nothing in these Terms or in any other communication or action by the Company or its directors, officers, members, employees, agents, attorneys, representatives, affiliates and associates should be construed as a waiver of any legal remedies available for any event causing termination. All provisions of the Terms which by their nature should survive termination, shall survive termination, including but not limited to, limitations of obligations or





liability and indemnity.

Prohibited Investors & other limitations

Tokens are not available to (i) any Prohibited Investors, as defined in the Terms, who are prohibited from acquiring, holding and using Token or any cryptocurrencies and/or tokens generally or (ii) to Investors in countries where any special or particular prior or subsequent approval, notification, registration or licence is needed without first obtaining such approval, notification, registration or licence and consequently would be excluded from being a party to the Terms, whether directly or indirectly.

These Terms shall only apply, and the Token shall only be useable, in such countries where the use of the Token as described in the Documents is not prohibited by law or regulation.

Any potential Investor considering participating in acquiring, holding or using the Token and the Token Platform is required to obtain information on whether he is a Prohibited Investor and, if applicable, to inform himself about, and to observe, any restrictions imposed by any jurisdiction other than the laws of Romania and Europe.

Assignability and Transferability

The Company may at its own discretion, assign, transfer, license, subcontract or otherwise transfer or alienate in any other manner all or any part of its rights, benefits or obligations with regard to the Token and the Platform under the Terms to any person without restriction

Changes to the Terms and Conditions

The Company may, in its sole discretion and for any reason, revise or make changes to the Terms from time to time and without prior notice by posting the revised version of the Terms on the

Website and, if a revision to the Terms is material, the Company will make a notice of such on the Website or otherwise notify the Investor of the new Terms. The revised Terms will take effect immediately upon publication by the Company and revised terms will not apply retroactively. If the Investor does not agree to the modified terms, he should discontinue the holding and use of Token and the Platform.

Severability

If any term, clause or provision of the Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from the Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of the Terms and Conditions.

Entire Agreement

The Terms (and Documents if applicable) constitute the entire agreement between the parties and supersede and extinguish all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to this subject matter.

Governing Law and Dispute Resolution

By accepting the Terms, the Investor hereby agrees that the legal relationship between the Company and the Investor and the questions concerning the construction, validity, enforcement and interpretation of the Terms shall be governed by and construed in accordance with the applicable law.

Any dispute, controversy or claim arising out of or relating to or concerning these Terms, or the breach, or invalidity thereof, shall be settled by arbitration in accordance with the provisions of





Romanian and European applicable law, in force from time to time, promulgated under the authority of the said Act. The Investor waives any right it may have to object to any action being brought in the forum, to claim that the action has been brought in an inappropriate forum, or to claim that the forum does not have jurisdiction.

Contact Details

If you have questions regarding the Tokens or the Platform, you may contact the Company via telephone 0744110320 or via email contact@giveanangel.com





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