

This Information Memorandum is not an offer to sell token and is not soliciting an offer to buy token described herein in any jurisdiction where the offer or sale is not permitted.



INFORMATION MEMORANDUM

in relation to the initial coin offering of Finafex Tokens
by Capital Investment Bank Labuan (L) Ltd ("**Issuer**")

This Information Memorandum is dated 30 November 2018

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IMPORTANT NOTICE, GENERAL STATEMENT OF DISCLAIMER AND RISK WARNINGS

Important Notice

This Information Memorandum ("**Information Memorandum**") is furnished for the purpose of providing certain information about an initial coin offering ("**ICO**") in relation to the Finafex Token ("**Finafex Tokens**") by the Issuer. The Issuer intends to use the ICO proceed to support the further development of a Finafex Crypto Trading Exchange serving as a modern trading platform ("**Finafex Exchange**"). More information of the Finafex Exchange can be found in this Information Memorandum and in the Whitepaper as attached herein as Appendix 1. This Information Memorandum is to be used by the person to whom it has been delivered solely in connection with the consideration of the purchase of Finafex Tokens ("**Prospective Tokenholders**") described herein.

This Information Memorandum does not constitute an offer or solicitation by any person in any jurisdiction in which the offer or solicitation is unlawful or in which the person making the offer or solicitation is not qualified to do so or to persons to whom it is unlawful to make the offer or solicitation. Persons into whose possession this Information Memorandum comes are required to inform themselves about, and to observe, the laws and regulations applicable to them in the relevant jurisdiction.

Prospective Tokenholders should not construe the contents of this Information Memorandum as legal, tax or financial advice. Each Prospective Tokenholder should consult its own professional advisors as to:

- (a) the legal requirements within the country of its residence for the purchase, holding or disposal of the Finafex Tokens;
- (b) any foreign exchange restrictions that may be relevant to it and the income and other tax consequences that may be relevant to the purchase, holding or disposal of the Finafex Tokens; and
- (c) the suitability of a purchase of the Finafex Tokens to its personal circumstances and risk appetite.

A purchase of Finafex Tokens is only suitable for financially sophisticated purchasers who are capable of evaluating the merits and risks of such a purchase and who have sufficient resources to be able to bear any losses which may result from such purchase. Prospective Tokenholders are strongly advised to conduct their own due diligence including, without limitation, the legal, tax, and financial consequences of purchasing any Finafex Tokens.

This Information Memorandum has not been subject to independent verification. As such the Prospective Tokenholders must, therefore, determine for themselves what reliance (if any) they should place on the statements contained in this Information Memorandum.

This Information Memorandum includes forward-looking statements relating to, among other things, the future financial performance and objectives of the Issuer, the Finafex Tokens and the ICO, plans and expectations for the operation of the Issuer, the Finafex Tokens and the ICO, and estimates or expectations for fees, costs and expenses. These forward-looking statements are typically identified by terminology such as "may", "will", "aim", "target", "should", "expect", "anticipates", "plans", "intends", "believes", "estimates", "projects", "predicts", "seeks", "potential", "continue" or other similar terminology. Forward-looking statements are inherently unreliable, and Prospective Tokenholders should not rely on them. The forward-looking statements are based on the issuer's current expectations, assumptions, estimates and projections about future events. Actual results are subject to numerous risks, conditions, and uncertainties that could cause actual results to differ materially from those expressed in a forward-looking statement as a result of factors such as those described in "Risk Warnings" of this Information Memorandum and elsewhere in this Information Memorandum. The issuer does not have any obligation to update or otherwise revise any forward-looking statements after the date of this Information Memorandum or to reflect the occurrence of unanticipated events. The Auditor has neither reviewed nor audited any of the calculations, figures, or forward looking statements contained in this Information Memorandum.

No person has been authorised to make any representations or to give any warranties or to give any information with respect to the Finafex Tokens, except the information contained in this Information Memorandum. Neither the delivery of this Information Memorandum at any time nor any sale made pursuant hereto shall imply that information contained herein is correct as of any time subsequent to the date set forth on the cover of this Information Memorandum. Any reproduction or distribution of this Information Memorandum or retransmission of their contents in whole or in part to any person other than a prospective Tokenholder's professional advisers, without the consent of the Issuer, is prohibited.

The Issuer reserves the right to refuse to accept the offer of any Prospective Tokenholder to purchase any Finafex Tokens for any reason or no reason.

The Consultants of the Issuer named in this Information Memorandum act only for the Issuer in connection with the ICO described in this Information Memorandum and will not be responsible for providing the protections offered to their clients or for advising any other person in connection with the ICO.

The Issuer at its discretion may from time to time, amend this Information Memorandum and the Whitepaper whenever the Issuer may deem desirable notwithstanding such amendment may be defective or inconsistent with

any other provisions herein. In that event, the amended version of this Information Memorandum, the Whitepaper or other offering documents shall supersede the respective document to the extent thereof.

Purchasing any Finafex Tokens involves special risks, and should be considered only by persons who can bear the economic risk of their purchase for an indefinite period and who can afford a total loss of their purchase. Please see "Risk Warnings" of this Information Memorandum for further information on the risks involved in this ICO.

The Directors reserve the right to modify, withdraw or cancel any offering made pursuant to this Information Memorandum at any time prior to consummation of the offering and to reject any purchase of the Finafex Tokens, in whole or in part, in their sole discretion.

This Information Memorandum is intended solely for use on a confidential basis by those persons to whom it is transmitted by the Issuer in connection with the contemplated ICO. Recipients, by their acceptance and retention of this Information Memorandum, acknowledge and agree to preserve the confidentiality of the contents of this Information Memorandum and all accompanying documents and to return this Information Memorandum and all such documents to the Issuer if the recipient does not purchase any Finafex Tokens at the ICO. Neither this Information Memorandum nor any of the accompanying documents may be reproduced in whole or in part, nor may they be used for any purpose other than that for which they have been submitted, without the prior written consent of the Issuer.

Neither the Directors nor the Issuer are making any representation to any prospective Tokenholder regarding the legality of purchases of any Finafex Tokens by such prospective Tokenholders under applicable laws.

The distribution of this Information Memorandum and the ICO in certain jurisdictions may be restricted by law. Prospective Tokenholders should inform themselves as to the legal requirements and tax consequences within the countries of their citizenship, residence, domicile and place of business with respect to the acquisition, holding or disposal of the Finafex Tokens, and any foreign exchange restrictions that may be relevant thereto.

General Statement of Disclaimer

All recipients agree that they will use this Information Memorandum for the sole purpose of evaluating a possible investment in Finafex Tokens, and acknowledge and agree that this Information Memorandum is not a prospectus and does not purport to contain all information a Prospective Tokenholders may require in order to form an investment decision. The Prospective Tokenholders should read all the text of this Information Memorandum completely and in particular "Risk Warnings" which describes certain risks associated with an investment in Finafex Tokens to be issued by the Issuer.

Therefore, Prospective Tokenholders should not construe the contents of this Information Memorandum as legal, business, tax, accounting, investment, or any other advice. No person has been authorised in connection with this offering to give any information or make any representations other than as contained in this Information Memorandum. Any representation or information not contained herein must not be relied upon as having been authorised by the Issuer or any of its directors, officers, employees, managers, affiliates, or agents. While such information is believed to be reliable for the purpose used herein, none of the Issuer nor any of its directors, officers, employees, managers, affiliates or agents assumes any responsibility for the accuracy of such information.

The delivery of this Information Memorandum does not imply that the information herein is correct as of any time subsequent to the date of this Information Memorandum. For any time after the date of this Information Memorandum, the information, including information concerning the Issuer's business, financial condition, results of operations and prospects may have changed. Neither the delivery of this Information Memorandum nor any sale of Finafex Tokens hereunder shall, under any circumstances, create any implication that there have been no changes in the Issuer's affairs after the date of the Information Memorandum. The contents of the Issuer's website, including any websites accessible from hyperlinks on the Issuer's website, do not form part of this Information Memorandum, unless explicitly mentioned otherwise.

As such, if you are under any doubt as to the risks or suitability of the purchase of any Finafex Tokens, you should seek advice from an appropriately legal, tax and financial advisors as to these risks prior purchasing any Finafex Tokens.

Risk Warnings

Prospective Tokenholders should carefully review the risk factors set forth in this section prior to purchasing any Finafex Tokens. The purchase of any Finafex Tokens involves a degree of financial risk and Prospective Tokenholders should therefore carefully consider the following risk factors prior to purchasing any Finafex Tokens. Please note the following does not purport to be a comprehensive summary of all the risks associated with any purchase of Finafex Tokens generally.

A. General risk warnings

If you are considering purchasing any Finafex Tokens at the ICO and subsequent token issuances or have already done so, be aware of the risks you may exposed to which among others are as follows:-

1. Unregulated space, vulnerable to fraud or illicit activities: depending on how they are structured, ICOs may not be captured by the existing rules and may fall outside of the regulated space. Some ICOs may be used for fraudulent or illicit activities, with several recent ICOs having been identified as frauds, while financial regulators cannot exclude that some are being used for money laundering purposes. In the case where an ICO does not fall under the scope of the laws and regulations of national or supra-national jurisdictions, purchasers cannot benefit from the protection that these laws and regulations provide;
2. Risks arising from lack of governance rights: as Finafex Tokens confer no governance rights of any kind with respect to the Finafex Exchange or the Issuer; all decisions involving the Issuer (including to sell or liquidate the Issuer) will be made by the Issuer acting in its sole and absolute discretion, and all decisions involving the Finafex Exchange, including, but not limited to, decisions to discontinue the Finafex Exchange, or to create and issue more Finafex Tokens, will be made by the Issuer. These decisions could adversely affect the Finafex Exchange or any Finafex Tokens you hold;
3. Jurisdiction related risks: residents, tax residents or persons having a relevant connection with certain jurisdictions are excluded from the Token sale. Changes in your place of domicile or the applicable law may result in you violating any legal or regulatory requirements of your applicable jurisdiction. You are responsible for ensuring that the distribution, holding, use or exchange of Finafex Tokens is, and remains, lawful despite changes to applicable laws, your residence and circumstances;
4. Risks arising from the market in which the Finafex Exchange operates: The crypto-currency exchange market, the token listing and trading market, ICOs, and, by extension, the Finafex Exchange, are subject to a variety of federal, state and international laws and regulations, including those with respect to know your customer, anti-money laundering and customer due diligence procedures, privacy and data protection, consumer protection, data security, and others. These laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting the Finafex Exchange could be enacted, which could impact the utility of Finafex Tokens in the Finafex Exchange ecosystem. In addition, Token users are subject to or may be adversely affected by industry specific laws and regulations or licensing requirements. If any of these 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 expanded, it could adversely impact the Finafex Exchange or Finafex Tokens, including its utility to obtain or provide services within the Finafex Exchange;
5. High risk of losing all of the capital paid: the vast majority of ICOs are launched by businesses that are at a very early stage of development. Those businesses have an inherently high risk of failure. Many of the tokens that are being issued have no intrinsic value other than the possibility to use them to access or use a service/product that is to be developed by the issuer. There is no guarantee that the services/products will be successfully developed and, even assuming that the project is successful, any eventual benefit may be extremely low relative to the capital paid for the Finafex Tokens;
6. Lack of exit options and extreme price volatility: Tokenholders may not be able to trade their Finafex Tokens or to exchange them for traditional currencies, such as the Malaysian Ringgit, United States Dollar or Euro. Not all the Finafex Tokens are traded on virtual currency exchanges and when they are, like virtual currencies, their price may be extremely volatile. Many of those exchanges are unregulated and vulnerable to market price manipulation and fraudulent activities. Tokenholders may be exposed to the lack of exit options or not be able to have their Finafex Tokens bought back for a prolonged period;
7. Risk of competing platforms: it is possible that alternative platforms could be established that use the same open source code and protocol underlying the Finafex Exchange and attempt to facilitate services that are materially similar to the services offered by or within the Finafex Exchange. The Finafex Exchange may compete with these alternatives, which could negatively impact the Finafex Exchange and Finafex Tokens, including the utility of Finafex Tokens for obtaining services offered by or within the Finafex Exchange;
8. Inadequate information: the information that is made available to Prospective Tokenholders or token purchasers, e.g. in so-called "whitepapers", is in most cases unaudited, incomplete, unbalanced or even misleading. It typically puts the emphasis on the potential benefits but not the risks. It is technical and not easily comprehensible. Prospective Tokenholders may therefore not understand the risks that they are taking and make decisions as to purchasing the Finafex Tokens that are not appropriate to their needs; and
9. Flaws in the technology: the distributed ledger or blockchain technology that underpins the Finafex Tokens is still largely untested. There may be flaws in the code or programs that are used to create, transfer or store the Finafex Tokens. Tokenholders may not be able to access or control or their Tokens may be stolen, e.g., in case of a hack. More generally, the technology may not function quickly and securely, e.g. during peaks of activity.

B. Risks associated with purchasing the Finafex Tokens.

There may not be a successfully developed market for the Finafex Tokens. It will require the expertise of the Issuer's management, time and effort to develop the Finafex Tokens. It is possible that the Finafex Tokens may not meet

Tokenholder's expectations at the time of purchase. Furthermore, despite good faith and efforts to maintain the Finafex Tokens, it is still possible that the Finafex Tokens will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Finafex Tokens.

While the Issuer has sought to retain and continue to competitively recruit experts, there is a general scarcity of management, technical, scientific, research and marketing personnel with appropriate training to maintain the Finafex Tokens.

Purchasing new crypto currency projects involve a high degree of risk. Purchasing token may involve an high degree of risk which among others are as follows:-

1. Risk of losing access to tokens due to loss of private key(s), custodial error or your error: Finafex Tokens can only be accessed by using an Ethereum wallet or Finafex Wallet with a combination of the contributor's account information (address), private key and password. The private key is encrypted with a password. You acknowledge, understand and accept that if your private key or password gets lost or stolen, the obtained Finafex Tokens associated with your Ethereum wallet or Finafex Wallet address may be unrecoverable and permanently lost. In addition, any third party that gains access to your private key, including by gaining access to the login credentials relating to your Ethereum wallet or Finafex Wallet, may be able to misappropriate your Finafex Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store Tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your Finafex Tokens.
2. Risk of incompatible wallet service: The wallet or wallet service provider used to receive Finafex Tokens must conform to the ERC20 token standard in order to be technically compatible with Tokens. The failure to ensure such conformity may have the result that that purchaser will not gain access to his Finafex Tokens.
3. Risk of inadequate resources: The Finafex Token sale and the Finafex Exchange will require intensive computing resources. The demand for these resources may exceed the Issuer's estimates. Ultimately, the Issuer's resources may prove inadequate to support the Token sale or to develop the Tokens, which may affect the distribution or utility of the Finafex Tokens.
4. Risks associated with incomplete information regarding Finafex Tokens: You will not have full access to all the information relevant to Finafex Tokens. The Issuer is not required to update you on the progress of Finafex Tokens. You are responsible for making your own decisions in respect to purchasing Finafex Tokens. The Company does not provide you with any recommendation or advice in respect of the purchase of Tokens. You may not rely on the Issuer to provide you with complete or up to date information.
5. Risk of the Issuer may be forced to cease operations or take actions that result in the Issuer's dissolution: It is possible that, due to any number of reasons, including, but not limited to, an unfavourable fluctuation in the value of cryptographic and fiat currencies, the inability by the Issuer to establish the Finafex Tokens' utility, the failure of commercial relationships, or intellectual property ownership challenges, the Issuer may no longer be viable to operate and the Issuer may dissolve or take actions that result in its dissolution.
6. Risk of the tax treatment of the Finafex Tokens: The purchase rights contained therein and the Finafex Tokens' distribution is uncertain and there may be adverse tax consequences for Tokenholders upon certain future events. The tax characterization of the Finafex Tokens is uncertain, and each Tokenholder must seek its own tax advice in connection with a purchase of Finafex Tokens which may result in adverse tax consequences to Tokenholders, including withholding taxes, income taxes and tax reporting requirements. Each Tokenholder should consult with and must rely upon the advice of its own professional tax advisors with respect to the treatment of any purchase of the Finafex Tokens and the rights contained therein.
7. Risks of the Finafex Tokens may not be widely adopted and may have limited users: It is possible that the Finafex Tokens will not be used by a large number of individuals, companies and other entities. Such a lack of use or interest could negatively impact the development of the Finafex Tokens and therefore the potential utility of the Finafex Tokens.
8. Risk of hard-fork: The Finafex Exchange will need to go through substantial development works as part of which it may become the subject of significant conceptual, technical and commercial changes before release. As part of the development, an upgrade to Finafex Tokens may be required (a hard-fork of the Finafex Tokens) and that, if you decide not to participate in such upgrade, you may no longer be able to use your Finafex Tokens and any non-upgraded Finafex Tokens may lose their utility in full.
9. Risk of uninsured losses: Unlike bank accounts or accounts at some other financial institutions, Finafex Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by us, to offer recourse to you.
10. Risk of alternative crypto currencies may be established that compete with or are more widely used than the Finafex Tokens: It is possible that alternative crypto currencies could be established that utilize the same or similar open source code and protocol underlying the Finafex Tokens. The Finafex Tokens may compete with these alternative crypto currencies, which could negatively impact the Finafex Tokens.

11. Risk of Lack of Initial Demand: If there is insufficient initial demand there is a risk that the Finafex Tokens fail to gain support and grow as a currency. This risk is unknown until the ICO has commenced and demand has been identified.
12. Unanticipated risks: Cryptographic tokens such as the Finafex Tokens are a new and untested technology. In addition to the risks set out in this section, there are other risks associated with your acquisition, storage, transfer and use of Finafex Tokens, including those that the Issuer may not be able to anticipate. Such risks may further materialise as unanticipated variations or combinations of the risks set out in this section.

C. Risks associated with markets for Finafex Tokens.

The Issuer may choose not to enable or otherwise facilitate any secondary speculative trading or any such external valuation of Finafex Tokens. This may restrict the contemplated avenues for using Finafex Tokens to the token utility described in the Finafex Exchange's Whitepaper and could therefore create illiquidity risk with respect to any Finafex Tokens you own. Even if secondary trading of Finafex Tokens is facilitated by third-party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that any third party ascribes an external exchange value to Finafex Tokens (e.g. as denominated in a crypto or fiat currency), such value may be extremely volatile and diminish to zero. If you are purchasing Finafex Tokens as a form of investment on a speculative basis or otherwise, or for a financial purpose, with the expectation or desire that their inherent, intrinsic or cash-equivalent value may increase with time, you assume all risks associated with such speculation or actions, and any errors associated therewith, and accept that Finafex Tokens are not offered by the Issuer or its affiliates on an investment basis. You further acknowledge that any contribution that you make under these terms (or you consider to be invested in the Issuer) will not be protected, guaranteed or reimbursed by any governmental, regulatory or other entity, and is unlikely to be protected by any jurisdiction.

The open-source structure of the Finafex Tokens means that the Finafex Tokens may be susceptible to developments by users or contributors could damage the Finafex Tokens and the Issuer's reputation and could affect the utilization of the Finafex Tokens.

The Finafex Tokens will operate based on an open-source protocol, the Ethereum blockchain, which is maintained by many contributors. The open-source nature of the Ethereum protocol means that it may be difficult to maintain and neither the contributors nor the Issuer may have adequate resources to address emerging issues or malicious programs that develop within Ethereum adequately or in a timely manner. Third parties not affiliated with the Issuer may introduce weaknesses or bugs into the core infrastructure elements of Ethereum and open-source code which may negatively impact the Finafex Tokens. Such events may result in a loss of trust in the security and operation of the Finafex Tokens and a decline in user activity and could negatively impact the market price of the Finafex Tokens.

The Finafex Tokens may be the target of malicious cyberattacks or may contain exploitable flaws in its underlying code, which may result in security breaches and the loss or theft of the Finafex Tokens. If the Finafex Tokens' security is compromised or if the Tokens are subjected to attacks that frustrate or thwart the ability to use or transfer Finafex Tokens, users may cut back on or stop using the Finafex Tokens altogether, which could seriously curtail the utilisation of the Finafex Tokens and cause a decline in the market price of the Finafex Tokens.

The Finafex Tokens' structural foundation, the open-source protocol, the software application and other interfaces or applications built upon the Finafex Tokens are still in an early development stage and are unproven, and there can be no assurances that the Finafex Tokens and the creating, transfer or storage of the Finafex Tokens will be uninterrupted or fully secure which may result in a complete loss of users' Finafex Tokens or an unwillingness of users to use Finafex Tokens. Further, the Finafex Tokens or their suppliers may also be the target of malicious attacks seeking to identify and exploit weaknesses in the software or the Finafex Tokens which may result in the loss or theft of the Finafex Tokens. For example, if the Finafex Tokens are subject to unknown and known security attacks, this may materially and adversely affect the value of the Finafex Tokens.

D. Risks related to blockchain technologies and digital assets.

The regulatory regime governing the blockchain technologies, cryptocurrencies, Tokens and coin offerings such as the Finafex Tokens is uncertain, and new regulations or policies may materially adversely affect the development and the utility of the Finafex Tokens.

Regulation of coin offerings such as this, cryptocurrencies, blockchain technologies, and cryptocurrency exchanges currently is undeveloped and likely to rapidly evolve, varies significantly among international and is subject to significant uncertainty. Various legislative and executive bodies in the Labuan and in other countries may in the future, adopt laws, regulations, guidance, or other actions, which may severely impact the development and growth of the Finafex Tokens and the adoption and use of the Finafex Tokens. Failure by the Issuer or certain users of the Finafex Tokens to comply with any laws, rules and regulations, some of which may not exist yet or are subject to interpretation and may be subject to change, could result in a variety of adverse consequences, including civil penalties and fines.

As blockchain networks and blockchain assets have grown in popularity and in market size, state, national and supra-national agencies have begun to take interest in, and in some cases regulate, their use and operation.

The regulation of non-currency use of blockchain assets is also uncertain. To the extent that a domestic government or quasi-governmental agency exerts regulatory authority over a blockchain network or asset, the Finafex Tokens may be materially and adversely affected.

Various jurisdictions may, in the near future, adopt laws, regulations or directives that affect the Finafex Tokens. Such laws, regulations or directives may directly and negatively impact our business. The effect of any future regulatory change is impossible to predict, but such change could be substantial and materially adverse to the development and growth of the Finafex Tokens and the adoption and widespread use of the Finafex Tokens.

New or changing laws and regulations or interpretations of existing laws and regulations may materially and adversely impact the value of the currency in which the Finafex Tokens may be exchanged, the liquidity of the Tokens, the ability to access marketplaces or exchanges on which to trade the Finafex Tokens, and the structure, rights and transferability of the Finafex Tokens.

The Finafex Tokens depend on a network of computers to run certain software programs to process transactions. Moreover it is digital, anonymous, and work across borders. As such it also may be subjected to the following risk:-

1. Risk of software weaknesses: As Finafex Tokens, the smart contract system and the Finafex Exchange are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on Finafex Tokens, the smart contract system and/or the Finafex Exchange. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Finafex Exchange (including the utility of Finafex Tokens for obtaining services), the smart contract system and/or the Finafex Exchange, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol. The smart contract system concept, the underlying software application and software platform (i.e. the Ethereum blockchain) is still in an early development stage and unproven. There is no warranty or assurance that the process for creating Finafex Tokens will be uninterrupted or error-free and why there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses or bugs causing, inter alia, the complete loss of contributions and/or Finafex Tokens.
2. Risk of swap: In order to stay up to date with technology, the Finafex Exchange system may be required to update or change the smart contract system that Finafex Tokens operate on. In the event that a swap is required, the Issuer will make a good faith effort to credit every user's account in such a way that no Finafex Tokens are lost. However, the Issuer does not, and cannot, promise that every user will be accommodated.
3. Risk of general hacking: risk of theft and vulnerabilities. The smart contract system concept, the underlying software application and software platform (i.e. the Ethereum blockchain) may be exposed to attacks by hackers or other individuals including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Any such successful attacks could result in theft or loss of contributions or Finafex Tokens, adversely impacting the ability to develop the Finafex Tokens and derive any usage or functionality from the Finafex Tokens. You must take appropriate steps to satisfy yourself of the integrity and veracity of relevant websites, systems and communications. Furthermore, because the Finafex Exchange is based on open-source software, there is a risk that a third party or a member of the Issuer's team may intentionally or unintentionally introduce weaknesses or defects into the core infrastructure of the Finafex Exchange, which could negatively affect the Finafex Exchange and the Finafex Tokens.
4. Risk of Ethereum mining attacks: As with other cryptocurrencies, the blockchain used for the smart contract system is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and rare condition attacks. Any successful attacks present a risk to the smart contract system, expected proper execution and sequencing of token transactions, and expected proper execution and sequencing of contract computations. You understand and accept that the use of miners will ultimately be in control of the distribution of Finafex Tokens via the smart contract system, and that a majority of miners could agree at any point to make changes, updates, modifications to, or effect a deletion or destruction of the smart contract system, and that such a scenario could lead to the Finafex Tokens losing intrinsic value and/or functionality.

The Tokenholders will have no control and the Issuer may only have limited control following the issuance of the Finafex Tokens.

There may be occasions when certain individuals involved in the development and launch of the Finafex Tokens may encounter potential conflicts of interest in connection with the ICO, such that said party may avoid a loss, or even realize a gain, when other purchasers of the Finafex Tokens are suffering losses.

There may be occasions when certain individuals involved in the development and launch of the Finafex Tokens may encounter potential conflicts of interest in connection with this initial coin offering, such that said party may avoid a loss, or even realize a gain, when other purchasers of the Finafex Tokens are suffering losses. Purchasers of the Finafex Tokens may also have conflicting purchase, tax, and other interests with respect to the Finafex Tokens, the Tokens' code, the timing of the network launch or other Token pre-sales, or other factors. Decisions made by the

key employees of the Issuer and/or its affiliates on such matters may be more beneficial for some Tokenholders than for others.

Tokenholders may not be able to obtain all information it would want regarding the Finafex Tokens on a timely basis or at all. It is possible that a holder may not be aware on a timely basis of material adverse changes that have occurred with respect to the Finafex Tokens.

The Issuer and the Finafex Tokens have no history. A Token will be a newly formed token and neither it nor the Issuer has any operating history. Each prospective Tokenholder should evaluate such potential purchase on the basis that the Finafex Tokens, the Issuer or any third party's assessment of the prospects of the Finafex Tokens may not prove accurate. Past performance of the Issuer or any similar token is not predictive of future results.

If the Finafex Tokens are unable to satisfy data protection, security, privacy, and other government and industry-specific requirements, their growth could be harmed.

There are a number of data protection, security, privacy and other government- and industry-specific requirements, including those that require companies to notify individuals of data security incidents involving certain types of personal data. Security compromises could harm the Token's reputation, erode user confidence in the effectiveness of its security measures, negatively impact its ability to attract further people to use the Finafex Tokens, or cause existing holders to sell their Finafex Tokens.

The further development and acceptance of blockchain networks, which are part of a new and rapidly changing industry, are subject to a variety of factors that are difficult to evaluate. The slowing or stopping of the development or acceptance of blockchain networks and blockchain assets would have an adverse material effect on the successful development and adoption of the Finafex Tokens.

The growth of the blockchain industry in general, as well as the blockchain networks with which the Finafex Tokens will rely and interact, is subject to a high degree of uncertainty. The following are among the factors affecting the further development of the cryptocurrency industry:-

1. Worldwide growth in the adoption and use of Bitcoin, Ethereum and other blockchain technologies;
2. Government and quasi-government regulation of Bitcoin, Ethereum and other blockchain assets and their use, or restrictions on or regulation of access to and operation of blockchain networks or similar systems;
3. The maintenance and development of the open-source software protocol of the Ethereum network;
4. Changes in consumer demographics and public tastes and preferences;
5. The availability and popularity of other forms or methods of buying and selling goods and services, or trading assets including new means of using fiat currencies or existing networks;
6. General economic conditions and the regulatory environment relating to cryptocurrencies; or
7. A decline in the popularity or acceptance of Bitcoin, Ethereum or other blockchain-based coins or tokens would adversely affect our results of operations.

The slowing or stopping of the development, general acceptance and adoption and usage of blockchain networks and blockchain assets may deter or delay the acceptance and adoption of the Finafex Tokens.

E. Risks associated with third party contractors.

Development of the Finafex Tokens and of the Finafex Exchange, and the operation of the Token sale, will require third-party contractors with particular expertise in Ethereum and blockchain technology. The availability of such contractors is limited. There may not be a sufficient number of contractors available on terms deemed acceptable by the Issuer. The costs associated with any such contractors may be significantly greater than currently estimated. Furthermore, the quality, reliability and timely delivery of services by such contractors may vary significantly.

The Issuer has limited control over the recording of the Finafex Tokens once issued and may face the following risks:-

1. Bank misappropriation or insolvency: The Issuer may allocate some the proceeds from the sale of the Finafex Tokens into deposit accounts held with various banks. There is a risk that the banks could become insolvent and/or misappropriate the funds.
2. Fraud: The Finafex Tokens are not fully decentralised, and there is a risk that an employee of the Issuer or one of its suppliers conducts fraudulent activities which could undermine the value of the Finafex Tokens.

The prices of blockchain assets are extremely volatile. Fluctuations in the price of digital assets could materially and adversely affect our business, and the Finafex Tokens may also be subject to significant price volatility.

The prices of blockchain assets such as Bitcoin have historically been subject to dramatic fluctuations and are highly volatile, and the market price of the Finafex Tokens may also be highly volatile. Several factors may influence the market price of the Finafex Tokens, including, but not limited to:-

1. Global blockchain asset supply;
2. Global blockchain asset demand, which can be influenced by the growth of retail merchants' and commercial businesses' acceptance of blockchain assets like cryptocurrencies as payment for goods and services, the security of online blockchain asset exchanges and digital wallets that hold blockchain assets, the perception that the use and holding of blockchain assets is safe and secure, and the regulatory restrictions on their use;
3. Tokenholders' expectations with respect to the rate of inflation;
4. Changes in the software, software requirements or hardware requirements underlying the Finafex Tokens;
5. Changes in the rights, obligations, incentives, or rewards for the various participants in the Finafex Tokens;
6. Interest rates;
7. Currency exchange rates, including the rates at which digital assets may be exchanged for fiat currencies;
8. Fiat currency withdrawal and deposit policies of blockchain asset exchanges on which the Finafex Tokens may be traded and liquidity on such exchanges;
9. Interruptions in service from or failures of major blockchain asset exchanges on which the Finafex Tokens may be traded;
10. Purchase and trading activities of large purchasers that may directly or indirectly purchase Finafex Tokens or other blockchain assets;
11. Monetary policies of governments, trade restrictions, currency devaluations and revaluations;
12. Regulatory measures, if any, that affect the use of blockchain assets such as the Finafex Tokens;
13. The maintenance and development of the open-source software protocol of the Finafex Tokens;
14. Global or regional political, economic or financial events and situations; or
15. Expectations among the Issuer or other blockchain assets participants that the value of the Finafex Tokens or other blockchain assets will soon change.

A decrease in the price of a single blockchain asset may cause volatility in the entire blockchain asset industry and may affect other blockchain assets including the Finafex Tokens. For example, a security breach that affects Tokenholder or user confidence in Bitcoin may affect the industry as a whole and may also cause the price of the Finafex Tokens and other blockchain assets to fluctuate.

In addition, please note that purchasers of Finafex Tokens are not and will not be entitled, to vote or receive dividends or be deemed the holder of capital stock of the Issuer for any purpose, nor will anything be construed to confer on the holders any of the rights of a stockholder of the Issuer or any right to vote for the election of directors or upon any matter submitted to shareholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or otherwise.

IN VIEW OF THE FOREGOING CONSIDERATIONS, AMONG OTHERS, A PURCHASE OF ANY TOKEN(S) IS SUITABLE ONLY FOR PURCHASERS WHO ARE CAPABLE OF BEARING THE RELEVANT RISKS AND WHO CAN AFFORD TO PAY THE MINIMUM PURCHASE AMOUNT.

PROSPECTIVE TOKENHOLDERS SHOULD RELY ON THEIR OWN EVALUATION TO ASSESS THE MERITS AND RISKS OF THE INVESTMENT.

IT IS RECOMMENDED THAT PROSPECTIVE TOKENHOLDERS CONSULT THEIR FINANCIAL, LEGAL AND OTHER ADVISERS BEFORE PURCHASING ANY FINAFEX TOKENS.

1. INFORMATION OF THE ISSUER

Capital Investment Bank (Labuan) Ltd (Company No. LL 04215) is a private limited company incorporated in Labuan under the Labuan Companies Act 1990 with registration number LL04215 having its registered office address at Suite 1422, Regus Financial Park, Level 14B & C, Main Office Tower, Financial Park Labuan Complex, Jalan Merdeka, 87000 Labuan Federal Territory, Malaysia (hereinafter refer interchangeably as "**CIBL**" or "**the Issuer**").

2. INTRODUCTION

2.1 The Issuer intends to develop an asset exchange serving as a modern-age trading platform which features multiple trading options, including instant buy/sell, orders books for different cryptocurrency pairings, seamless withdrawal and settlement into the banking system ("**Finafex Exchange**").

2.2 As such the Issuer wants to raise money through an initial coin offering ("**ICO**") of an ERC 20 compatible digital token deployed on the Ethereum network called Finafex Tokens ("**Finafex Tokens**"), which the ICO proceed will be utilise to support the further development of the Finafex Exchange.

More information of the Finafex Exchange and the ICO can be found in the Whitepaper as attached herein as Appendix 1.

3. OVERVIEW OF THE ICO

3.1 Conditions of the ICO

There are three (3) phases to the ICO namely:-

- (i) a private placement offering which is the first phase;
- (ii) a pre-ICO which is the second phase; and
- (iii) issuance to the public which is the third phase.

For the avoidance of doubt, item 4.1(i) and (B)(ii) shall collectively be referred to as "**Pre-ICO**" and Item 4.1(iii) shall be referred to as "**Public ICO**".

3.2 Date of the Token offering

For Pre-ICO, the Issuer will carry out Token offering starting from 1 December 2018 to 14 January 2019.

For Public ICO, the Issuer will carry out Token offering from 15 January 2019 until 15 February 2019.

3.3 Limit of Token

(a) Pre-Sale

The limit of the Finafex Tokens during Pre-Sale is one hundred million (100,000,000).

(b) Public Sale

The limit of Finafex Token during the Public ICO is two hundred million (200,000,000). For the avoidance of doubt, the limit of Finafex Token from 15 January 2019 to 30 January 2019 is one hundred million (100,000,000) ("**First Public ICO**") and the limit of Finafex Token from 1 February 2019 to 15 February 2019 is one hundred million (100,000,000) ("**Second Public ICO**").

(c) Total Limit

The total limit of Finafex Token is six hundred million (600,000,000) and it shall not be increased.

3.4 Purchase price of the Finafex Token

The purchase price shall be United States Dollar Ten Cents (USD 0.10) per Finafex Token.

3.5 Technical Finafex Token Description

ERC 20 compatible digital token deployed on the Ethereum network called Finafex Tokens or FNX, which will be used as the utility tokens within the Finafex Exchange. Finafex Tokens must be accessed and used with an Ethereum-compliant wallet and a unique pair of cryptographic keys. It is the responsibility of each investor not to lose the Finafex Tokens by losing access to the keys that allow access to the wallet and/or allowing malicious third parties to access the keys and/or the wallet.

3.6 Subscription and identification

Finafex Tokens will not be issued unless the required identification information has been submitted to the Issuer. In particular, each investor must provide its first name and surname or business name, address as well as a passport copy or extract from the commercial register or current certified extract from a foreign commercial register or an equivalent document.

The Issuer shall have full discretion to accept or not to accept any subscription submitted to it. In case the Issuer does not accept a subscription the Issuer shall not be obliged to provide any reason for not accepting the subscription.

3.7 Payment of the Purchase Price

The purchase amount is payable in the form of cryptocurrency in the amount which is equivalent to the aforementioned purchase amount.

3.8 Bonus

3.8.1 Pre-Sale

During Pre-ICO, subject to a minimum purchase of twenty thousand (20,000) of Finafex Token for individuals and fifty thousand (50,000) of Finafex Token for institutionals, the Tokenholders shall be entitled to an early adopter bonus amounting to thirty per centum (30%) of additional Finafex Token.

3.8.2 Public Sale

During the First Public Sale, the Tokenholder shall be entitled to an early adopter bonus amounting to twenty per centum (20%) of additional Finafex Token and during the Second Public ICO, the Tokenholder shall be entitled to an early adopter bonus amounting to ten per centum (10%) of additional Finafex Token.

3.9 Purpose of the Finafex Tokens

The purpose of the Finafex Token is to develop Finafex Exchange which is designed to have the following features:-

3.9.1 High performing matching technology

CIBL uses one of the highest industry performing engines with efficient memory matching technology between sellers and buyers with a high order booking peak value of 1.4 million/second and order processing peak value of 20 million/second.

3.9.2 Seamless user experience

The workflow is user-friendly, seamless and able to avoid delays or lags during heavy market periods. CIBL offers different service models for different target users under the features LiteUser, TradingUser and AdvanceUser.

3.9.3 Security and compliance

CIBL adheres to Labuan Companies Act 1990, Labuan Financial Services and Securities Act 2010, Anti-Money Laundering & Counter Financing of Terrorism requirements under the Guidelines on the Anti-Money Laundering and Counter Financing of Terrorism (AML/CFT) – Digital Currencies (Sector 6) issued by Central Bank of Malaysia and Labuan FSA. CIBL also adheres to market conduct requirement for promotion of fair and equitable market conduct practices via product transparency and disclosure, as well as the high conduct of professionalism when dealing with clients. This also includes maintenance of sufficient capital, an adequate set of internal policies and controls, cyber risk management and governance; and compliance with the applicable laws, rules, and regulations relevant to CIBL business operations at all times.

3.9.4 Exchange with liquidity

CIBL will have massive campaign where community participation would be encouraged through lucrative referral offers, lower trading fee, secure trading environment and easy registration process. CIBL also allows faster transactional and order matching times, supports a good variety of cryptocurrencies to trade, payment platform is fully seamless, exchanging system are stable accompanied with robust trading features. Due diligence would be conducted prior to enlisting new coins so that only those coins can be added that have a good community support.

3.9.5 Stability

CIBL core exchanging system adopts an advanced multi-layer and a multi-cluster architecture. This enables a massive simultaneous mass flow of tokens inflows and outflows to the underlying core exchanging system. Moreover, a highly advanced accounting system will ensure stability from the failure of hardware and other disasters.

3.9.6 Multilingual support

Finafex Exchange supports English, Mandarin, Tagalog, Japanese, Korean, Hindi, and Malay across all platform user interfaces. Additional languages will be added depending on particular user demographic growth over time.

3.9.7 Robust features

CIBL additional services include Limit, Market, Stop/Stop-Limit and Trailing stop-loss. Advance users can also tap into Hedging services offered against Securities, Futures and Bonds market.

3.9.8 Efficient customer services and support

CIBL will hire a dedicated customer support, readily available to assist the community 24/7. CIBL's fast, friendly, knowledgeable, multi-language and responsive customer support staff will be well-trained, and would ensure that they are knowledgeable on cryptocurrencies and technologically competent about Finafex Token and the Finafex Exchange. For prompt support, CIBL will provide via chatbot and other urgent communication channels.

3.10 Use of ICO Proceeds

3.10.1 The proceeds of the ICO will be utilised to optimise the development of Finafex Exchange in the percentage of the following:

(a) Marketing – an estimated 35% of the ICO proceeds will be spend on the marketing which including, but not limited to the following:

- (i) partnerships with Labuan Financial Services Authority, Aegis Associated Sdn Bhd, Metro Exchange Sdn Bhd, X Gemina Group, and FCA Capital Sdn Bhd;
- (ii) digital advertising;
- (iii) events, not limited to crpto expos, road show, blockchain summits; and
- (iv) networking.

(b) Product Research and Development – an estimated 40% of the ICO proceeds will be spent on the development of the Finafex Exchange itself, including hiring and acquiring a leading development team with experience of building similar software and one dedicated to advancing the uses of blockchain into fintech. The Issuer will use a leading blockchain expert who can deliver the platform. The detailed specification of the Finafex Exchange will be determined based on the amount raised during the ICO.

(c) Operational Expenses – an estimated 20% of the ICO proceeds will be spent on the operational expenses of the Issuer.

(d) Legal advisors and Consultants – an estimated 5% of the ICO proceeds will be spent on paying the Issuer's legal advisors and consultants.

3.11 Allocation

600million Finafex Tokens at US\$0.10

3.12 Commission

Finafex Tokens' holders may refer the Issuer to new members and they will receive a commission of 30% of the proceeds from all fees generated from the referrals' trades. The commission received from the referral program will initially be set at a rate of 30%, which will be adjusted in any direction from time to time with adequate advance notification.

3.13 Hard Cap

300million Finafex Tokens at US\$0.10

3.14 Soft Cap

50million Finafex Tokens at US\$0.10

3.15 Lock up period

The sixty million (60,000,000) Finafex Token issued/to be issued to the team founders who contributed to the success of the operation will be locked up for the first twenty-four (24) months commencing from 1 February 2019 to 31 January 2021.

3.16 Incentive

The Issuer will issue bonus token incentives to the Tokenholder when the Tokenholder deposited its Finafex Tokens into Finafex Trading Wallet. The bonus token incentives will be calculated on the Tokenholder's account at a specified time. The bonus token incentives gained by the Tokenholder will directly transfer to its Finafex Trading Wallet in Finafex Tokens unit. However Finafex Tokens own by the team founders and investors holding will not be taken into account when calculating these incentives.

3.17 Target Proceeds

The minimum target subscription proceeds of the ICO is the sale of three hundred million (300,000,000) Tokens.

3.18 Buy Back Mechanism

Once the Finafex Exchange is ready for operation, the minimum of ten per centum (10%) of the net profit of the ICO will be used to buy back the Finafex Tokens in quarterly basis. The Finafex Token retrieved through buy back will be destroyed immediately.

4. MANAGEMENT AND ADMINISTRATION

4.1 The Directors of the Issuer as at the date of this Information Memorandum are:

4.1.1 Dato Nik Mod Amin bin Nik Abd Majid; and

4.1.2 Asri Awang

4.2 The Directors of the Issuer have control and authority over and responsibility for the operations and management of the Issuer. The Directors of the Issuer may appoint additional persons as Directors from time to time. The Directors will be responsible for ensuring compliance with the Issuer's ICO restrictions.

4.3 The Consultant Team

4.3.1 Norita Ja'afar

Norita Ja'afar is a Certified Data Analyst specialising in Conversion Rate Optimisation (CRO). She has worked with extensive international partners in Silicon Valley, UAE, India, and Europe in the last five (5) years particularly in Startup and Digital Ecosystem community. Her other domain strength includes the development of Innovation Lab for Corporates across South East Asia, with the latest focus in Fintech embedding Artificial Intelligence and IoT.

Norita also sits on the Board of a Public Listed company in Malaysia for the last sixteen (16) years. Her appointment as Chairman of Audit Committee member in the Public Listed company also positions her as one of the pioneer experts in Internal Audit for Digital industry. Norita's forte, in the last twenty (20) years, is establishing and growing new Startups, Government Agencies and, Corporate entities to a sustainable level.

She obtained a Degree and Masters in the field of Economics from the University of Nottingham and University of Bath, United Kingdom respectively.

4.3.2 Rashdan Ramlee

Rashdan Ramlee is a blockchain and fintech consultant working with global clients in digital banking, e-payments and crypto-token utilisation. A computer and electrical engineer by training, Rashdan has had extensive experience in operations as Senior Network Engineer at Petronas Carigali, a petroleum exploration and production company based in Malaysia with operations in Vietnam, Middle East and the former Soviet Union and is a core member of the Telekom Consortium team that negotiated and clinched the RM300million Smart School Flagship Application project. Rashdan's extensive start up and technology development experience has won him awards including, Silver Medal at Malaysian Technology Expo MTEX, Silver Medal at International Innovation and Technology Expo ITEX and Gold Medal at PECIPTA, which he brings experience to in assessing start up technologies and technology trends for MDEC and TERAJU funds.

4.3.3 Nur Syukri Zakaria

Nur Syukri Zakaria is overseeing the technology portion on blockchain technology and initial coin offering. He was the Director of Operations for Tabir Omega Sdn Bhd, an IT Services Provider in Telecommunications, web applications, and online payment. Prior to that, he was the CEO of Lava Systems Sdn Bhd, a solutions and services provider in IT, specializing in online payment systems.

His main area of expertise is in online payment systems and large IT projects. He is an advocate of blockchain technology as a revolutionary value transference mechanism. He has been involved in 2 previous initial coin offering and token ecosystem projects as the Technology Director.

4.3.4 Faisal Shadli Arshad

Faisal Shadli Arshad is the Chief Operating Officer of Metro Money Exchange, a pioneer institution licensed under the Central Bank of Malaysia to provide full fledged money services business specialising on wholesale banknotes trading and cross border remittances for partners including banks, money exchangers, large corporations and travel agencies.

After nearly a decade of experience leading the Treasury division of the agency, Faisal has acquired an extensive knowledge in business planning, finance, accounting, customer relationship management, AML/CFT and treasury. Being a member of the Malaysian Association of Money Services Business, Faisal's network stretches to the money services business operators and banks in London, Singapore, Hong Kong, Abu Dhabi, Bangkok and Jakarta.

Being a fan of financial technology solutions, Faisal led Metro Money Exchange on partnering with Fintech startups in Malaysia to create the first ASEAN online foreign currency clearing house. He also managed to secure a collaboration with Malindo Air and Bank Muamalat Malaysia Berhad to provide an online foreign exchange services for outbound air travellers.

Faisal holds a Bachelor's Degree in Accounting and Finance from Dublin Business School, Ireland and a certified Financial Technical Analyst.

4.3.5 Michael Seow

Michael Seow commenced his career as a Senior Credit Analyst with a public listed Malaysian commercial bank analysing and approving corporate and commercial credit loans. Thereafter, he pursued a career in sell side equity research as a Senior Investment Analyst with a Malaysian Investment Bank; managing a stock portfolio of 20 securities covering both Malaysian and regional securities in the Oil and Gas and Property sector. Thereafter, he was part of the core team with 2 Regional Investment Banks' Project Finance Advisory team and had advised and achieved financial close for several Public-Private Partnership/Project Finance Initiative in the Energy, Infrastructure and Utilities (EIU) segment with a EURO equivalent deal value of EURO 2.0bil.

At his present role, Michael is the Principal Officer of Capital Investment Bank (Labuan) Ltd and spearheads the IB's strategic direction and is tasked to drive the IB's P&L profitability for non-MYR based transactions. As to date, he has successfully advised and fundraised 2 EIU projects with a combined deal value of circa EURO 1 Billion.

4.3.6 Djuan Onn bin Abdul Rahman

Djuan Onn bin Abdul Rahman graduated from the University of Alabama, Birmingham in Financial Management. His financial institution journey starts off with one of the largest banks in Malaysia in the Treasury Department that handles foreign exchange, money market, and rate swapping. Later he went to undertake licensed dealer's representative by Securities Commission dealing with the local stock market. In between that, he was involved with a technology-based company which is Qualcomm System Sdn Bhd which

specializes in satellite communication and fleet tracking system which deploys technology system from Qualcomm USA, a NASDAQ listed company. In addition to that, he was involved in national E-cash smart card solution for Malaysian Central Bank by integrating smart card payment system hardware, software and integrated ecosystem from Giesecke and Devrient GmbH.

4.3.7 Faizal Yusof

Faizal Yusof has extensive experience blockchain technology and cryptocurrency ecosystem for nearly two years. He has led the technology team for various global ICOs and its related technology stacks subsequent to fundraising activities. He leads Blockchain team from different perspective particularly as researcher, development, solution architect and product development. His experience as a lead solution and software engineer for the last 15 years extends from higher tertiary education, government projects, travel, telco, semiconductor and electronics. Faizal has MBA in Technopreneurship from International Business School, UTM Malaysia and Degree in Electrical Engineering from Northwestern University, Illinois, USA.

4.3.8 Mohd Fadli Saad

Mohd Fadli Saad was the Head of Technical for Tabir Omega Sdn Bhd and Lava Systems Sdn Bhd., IT Service Providers in telecommunications, web applications and online payment. Previously he was also CTO of Odd Solutions and Engineer at DigiCert Sdn Bhd. He is Co-Founder of Laundry On the Go, an award winning startup and serves as a Trustee for the Kindness Malaysia NGO. He is a certified ethical hacker. His main area of expertise is in security and large IT projects. He is an advocate of blockchain technology and been involved in two (2) token ecosystem projects as the Technology Lead.

4.4 The Auditor

4.4.1 The Auditor of the Issuer is Afrizan Tarmili Khairul Azhar, a company incorporated in Malaysia with company number AF1300 and whose registered office address is at 2, Jalan Rampai Niaga 2, Rampai Business Park 53300 Kuala Lumpur.

4.4.2 The Auditor's principal responsibilities are to audit and express an opinion on the financial statements of the Issuer in accordance with applicable law and accounting standards.

4.4.3 Additional service providers may be appointed from time to time according to the requirements of the Issuer.

5. **PROCEDURE FOR PURCHASE OF FINAFEX TOKENS**

5.1 Procedure for purchase of Finafex Tokens

5.1.1 Prospective purchasers of Finafex Tokens must register on the ICO's Website <https://finafex.com/>.

5.1.2 Prior to purchasing Finafex Tokens, anti-money laundering ("**AML**")/know your client ("**KYC**") analysis will be conducted on prospective purchasers.

5.1.3 The Issuer may also run an AML/KYC analysis on the prospective purchasers's blockchain history and may, order a more in-depth report should the initial analysis reveal any potential issues, or if the prospective purchasers is subscribing for a large number of Finafex Tokens. The prospective purchasers is obliged to strictly follow any and all requirements and procedures set forth by the Issuer, as shall be mentioned on AML/KYC analysis, failing which, the applicant will not be able to participate in Pre-ICO or Public ICO and shall not be the lawful holder of Finafex Token.

5.1.4 After prospective purchasers successfully passes the KYC/AML analysis, the prospective purchasers will be added into the whitelist of buyers. In the event if the prospective purchasers fails to pass the KYC/AML analysis, the prospective purchasers will not be entitled to be added in the whitelist of buyers and to receive the Finafex Token. The

Issuer shall not be held liable for the prospective purchaser's failure to pass the KYC/AML and the Issuer shall not be responsible to make any refunds to the prospective purchasers of any payments made.

6. RIGHTS ATTACHING TO A FINAFEX TOKEN

- 6.1 As Tokenholders are not shareholders in the Issuer, they have no rights under the Issuer's Memorandum and Articles of Association.
- 6.2 Tokenholders are not entitled to:
- a) vote at any meetings of the Issuer;
 - b) vote for the election of directors or upon any matter submitted to shareholders at any meeting thereof;
 - c) give or withhold consent to any corporate action or to receive notice of meetings, or otherwise;
 - d) receive dividends from the Issuer; or
 - e) be deemed the holder of capital stock of the Issuer for any purpose.
- 6.3 A summary of the Memorandum and Articles of Association is not included in this Information Memorandum as Tokenholders are not shareholders in the Issuer and have no rights under the Memorandum and Articles of Association.

7. TAXATION

- 7.1 The Prospective Tokenholders should consult their professional advisers on the potential tax, exchange control and other consequences of purchasing, holding or selling Tokens under the laws of their country of citizenship, domicile or residence.

8. CONFLICTS OF INTEREST

- 8.1 The Directors, the Issuer or companies with which any of them are associated may from time to time act in relation to, or be otherwise involved in, other companies which have similar objectives to those of the Issuer. It is therefore possible that any of them may, in the course of business, have potential conflicts of interest with the Issuer. Each will, at all times, have regard in such event to its obligations to the Issuer and will endeavour to ensure that such conflicts are resolved fairly. In addition, any of the foregoing may deal as principal or agent with the Issuer, provided that such dealings are carried out as if effected on normal commercial terms negotiated on an arm's length basis. Neither the Issuer nor any of its affiliates nor any person connected with it is under any obligation to offer any ICO opportunities of which any of them becomes aware to the Issuer or to account to the Issuer in respect of (or share with the Issuer or inform the Issuer of) any such transaction or any benefit received by any of them from any such transaction. In determining the net asset value of the Issuer, the Directors may rely on valuations provided or attributed to any asset or liability by the Issuer.
- 8.2 Members of the Issuer's group, their affiliates or any person connected with them advise, sponsor or manage other companies, vehicles or accounts in which only the Issuer's investors, entities and partners, employees, affiliates or other persons connected with the Issuer's group may invest. Such companies, vehicles or accounts may pursue the same or a similar investment objective and use the same or a similar investment approach as the Issuer, or may employ investment approaches that are more or less leveraged or risky. The partners, employees or affiliates of members of, or other persons connected with, the Issuer's group, or other investment professionals, involved in advising, sponsoring or managing such companies, vehicles or accounts may, or may not, provide similar services to, or fulfil similar roles in respect of, the Issuer. Accordingly, such proprietary companies, vehicles or accounts may produce investment results that are substantially different from those of the Issuer. To the extent that the Issuer invests in

similar markets and investments at or about the same time, such other companies, vehicles or accounts may compete with the Issuer with respect to such investments. The potential fees payable to the Issuer or another member of the Issuer's Group by another Issuer entity might in certain circumstances exceed the potential fees payable by the Issuer. Members of the Issuer's Group will allocate resources as they in their sole discretion consider appropriate in managing the assets of the Issuer and any other proprietary and/or non-proprietary companies, vehicles or accounts in accordance with their respective investment objectives and approaches.

- 8.3 Any director of the Issuer who has, directly or indirectly, an interest in a transaction entered into or proposed to be entered into by the Issuer or by a subsidiary of the Issuer which to a material extent conflicts or may conflict with the interests of the Issuer, and of which the director is aware, will be required to disclose to the Issuer the nature and extent of their interest. Notwithstanding such interests, each of the directors will be entitled to be counted in the quorum and vote on the matters to be discussed at the Issuer's board meetings.
- 8.4 The Directors will seek to ensure that any conflict of interest of which they are aware is resolved fairly.
- 8.5 By acquiring or continuing to hold Finafex Tokens, each Tokenholder will be deemed to have acknowledged the existence of the actual or potential conflicts of interests described above and to have waived, to the fullest extent permitted by applicable law, any claim with respect to the existence of any such conflicts.
- 8.6 The foregoing does not purport to be a complete list of all potential conflicts of interest involved in a purchase of any Tokens.

9. GENERAL INFORMATION

9.1 Purchase and transfer restrictions

This Information Memorandum does not constitute an offer to sell, or the solicitation of an offer to acquire Finafex Tokens in any jurisdiction where such an offer or solicitation is unlawful or would impose any unfulfilled registration, qualification, publication or approval requirements on the Issuer.

Persons domiciled in, residing in, or purchasing from the People's Republic of China (excluding the special administrative regions of Hong Kong and Macau, and Taiwan), South Korea, Singapore, Japan, Canada, the United States of America, Puerto Rico, the U.S. Virgin Islands, and any other possessions of the United States) are excluded from participating, either directly or indirectly, in this Token sale

9.2 Legal implications of purchasing Finafex Tokens in the ICO

9.2.1 A prospective Tokenholder irrevocably offers to purchase Finafex Tokens, which offer is capable of acceptance or rejection by the Directors either in whole or in part. If the offer is accepted by the Directors either in whole or in part this Information Memorandum forms a binding contract between the Issuer and the Tokenholders.

9.2.2 None of the agreements appointing Auditor, legal counsel or any other of the Issuer's service providers provide for any third party rights in favour of the Tokenholders.

9.3 Distribution Policy

The Directors currently intend to use any proceeds from the ICO in accordance with section 3.10 (Use of the ICO proceeds), the Whitepaper (attached as an Appendix to this Information Memorandum) and do not intend to pay any dividends to its shareholders, or to make any ex gratia payments to Tokenholders.

9.4 Litigation

The Issuer has not since its incorporation been in nor is it engaged in any legal or arbitration proceedings and no legal or arbitration proceedings are pending or threatened against the Issuer which may have or have had a significant effect on the financial position of the Issuer.

10. DATA PROTECTION

10.1 Any Personal Data will be held by the Issuer and may processed for the following purposes:

10.1.1 to undertake and administer the Issuer's operations and business, including maintaining the register of members and mailing lists, verifying the identity of the Issuer in connection with any actual or proposed investments or for any other purpose which the Directors consider is in the legitimate business interest of the Issuer;

10.1.2 to carry out statistical analysis or market research;

10.1.3 to comply with the listing, legal, regulatory, reporting and/or financial obligations of the Issuer or legal or regulatory obligations of any service provider or functionary (or his/her employer) of the Issuer;

10.1.4 for archiving and record keeping purposes to contact the Tokenholder(s) with information about other products and services provided by the Issuer and/or any of their affiliates, which may be of interest to the prospective investor; and

10.1.5 for any other specific purpose to which the prospective investors have given consent or for any purpose reasonably ancillary to the foregoing.

10.2 Personal Data may be disclosed to:

10.2.1 affiliates or group companies of the Issuer and any professionals, advisors or agents appointed by the Issuer;

10.2.2 any service providers appointed by the Issuer and its or their affiliates or group companies, agents or professional advisors, and functionaries of the Issuer (including their employer);

10.2.3 regulatory or governmental authorities if required pursuant to applicable law or regulatory requirements.

10.3 Personal Data must be retained on record for a period of up to 10 years after it is no longer used in order to comply with regulatory requirements. Thereafter, personal data shall be deleted unless there is a specific ongoing reason for its retention (which may include but shall not be limited to meeting legal or regulatory obligations).

11. DEFINITIONS

11.1 The following definitions will apply throughout this Information Memorandum:

Memorandum and Articles of Association	means the memorandum and articles of association of the Issuer, as amended, substituted or supplemented from time to time.
Auditor	has the meaning as set out at section 4.3 of this Information Memorandum.
Directors	means the Directors of the Issuer for the time being, or as the case may be, the Directors assembled as a board or as a committee thereof and "Board of Directors" shall have a corresponding meaning.
Initial Coin Offering / ICO	means the initial coin offering of the Tokens.

Information Memorandum	means this information memorandum as amended, substituted or supplemented from time to time.
Issuer	means the company that will be issuing Finafex Tokens by way of ICO and develop the Finafex Exchange.
Token(s)	means the Finafex Tokens issued by the Issuer.
Tokenholder	means a holder of any Token(s).
Prospective Tokenholders	means any person considering to purchase the Finafex Tokens.

APPENDIX 1 – WHITEPAPER (available for downloading at <http://finafex.com>)