

UBEX Token Creation, UBEX Project Creation and Crowd Contribution Conditions: Explanatory Note & Governance Terms

- 1 UBEX AI AG (“**Company**”) domiciled in Zug, Switzerland, intends to conduct a smart-contract based public fundraiser for the development of the UBEX advertising platform (the “**Platform**”) and the creation of a global advertising ecosystem with a high level of mutual trust and maximum efficiency (together, the “**Project**”) as further described in the UBEX whitepaper (the “**Whitepaper**”) available on <https://www.ubex.com/wp/Ubex-Whitepaper-en.pdf?9340>, as amended from time to time, at the Company’s sole discretion. These Governance Terms (the “**Governance Terms**”), which may be amended from time to time at the Company’s sole discretion, govern the creation and allocation of the Company’s cryptographic tokens (“**UBEX Tokens**”) by one or several smart contract software codes (together, the “**Smart Contract System**”) created by the Company and operating on the Ethereum blockchain as well as the contribution by third party individuals and entities (each a “**User**”) to such Smart Contract System regardless of whether the contribution was made directly to the Smart Contract System or via third parties.
- 2 The Crowd Contribution is intended to commence on the 21th of May 2018. The User acknowledges, understands, and accepts that after the Crowd Contribution there are no further contribution rounds in which other Users and third parties may contribute to the Project. These Governance Terms may, at the Company’s sole discretion, be amended from time to time.

1. Crowd Contribution Principles

- 3 By transferring Ether (“**ETH**”) to the Smart Contract System, creating UBEX Tokens, and by accepting such UBEX Tokens, the User understands and accepts that he/she makes a contribution into a Smart Contract System (“**Contribution**”) for the development of the Project as further described in the Whitepaper. The information contained in the Whitepaper and on <https://www.ubex.com> are of descriptive nature only, are not binding and do not form part of the Governance Terms as set forth hereinafter.
- 4 The User understands and accepts that while the individuals and entities assigned to this task, including the Company, will make reasonable efforts to develop and complete the Project, **it is possible that such development may fail and User’s UBEX Tokens become useless and/or valueless due to technical, commercial, regulatory or any other reasons** (see also Section 5 regarding Risks). The User is aware that the Project and the Smart Contract System are still under development and that – in particular due to regulatory reasons – its functionality may undergo substantial changes and modifications throughout the future development process.
- 5 The UBEX Tokens will not be transferred to the receiving wallet address of the User until after the end of the Contribution Period as defined in para. 16 below. Therefore, the User understands and accepts that the Funds contributed by the User may not entitle the User to UBEX Tokens until a later period in time. Further, the User understands and accepts that depending on the popularity of the Crowd Contribution, it cannot be guaranteed that the User’s ETH transferred to the Smart Contract System are included in the Crowd Contribution, and that the User finally receives UBEX Tokens. No certain allocation of UBEX Tokens is guaranteed.

- 6 The User is also aware of the risk that even if all or parts of the Project are successfully developed and released in full or in parts, due to a lack of public interest, the Project could be fully or partially abandoned, remain commercially unsuccessful or be shut down for lack of interest, regulatory or other reasons. **The User therefore understands and accepts that the transfer of ETH to the Smart Contract System, the creation of UBEX Tokens by the Smart Contract System and/or and the acceptance of UBEX Tokens carry significant financial, regulatory and/or reputational risks, including the complete loss of value of created UBEX Tokens (if any), and attributed features of the Platform.**
- 7 As the creation of the UBEX Tokens, the final allocation of UBEX Tokens as well as the assignment of the execution of the Project to the Company will be smart contract based, the User understands and accepts that the terms and conditions applicable thereon will be set forth in the Smart Contract System code existing on the Ethereum blockchain. **To the extent the terms contained herein or in any other document or communication contradict the ones set forth in the Smart Contract System, the terms of the Smart Contract System prevail. Furthermore, neither this document nor any other document or communication may modify or add any additional obligations to the Company, the publisher of these terms, developer of the Smart Contract System and/or any other person and/or affiliates involved with the deployment of the Smart Contract System and the setting up of the Platform beyond those set forth in the Smart Contract System.**
- 8 By transferring ETH to the Smart Contract System, creating UBEX Tokens, and/or accepting UBEX Tokens, the User expressly agrees to all of the terms and conditions set forth in the Smart Contract System code existing on the Ethereum blockchain (at the addresses set forth under para. 7) and in these Governance Terms (together the “**Terms**”), which is incorporated by reference herein. **The User further confirms to have carefully reviewed the Smart Contract System code, its functions and the terms and conditions set forth in this document and to fully understand the risks and costs associated with the creation of UBEX Tokens and contributing into a Smart Contract System for the development of the Project.**
- 9 This document or any other materials provided by the Company or relating to the Project do not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an initial public offering or a share/equity offering and does not pertain in any way to an offering of securities in any jurisdiction. It is a description of the functionality of a Smart Contract System. Neither this document nor any other materials have been (or will be) registered as a prospectus with any governmental authorities.
- 10 By transferring ETH to the Smart Contract System, creating UBEX Tokens, by accepting such UBEX Tokens or by any other act undertaken between the parties in connection with the contributions, no form of partnership, joint venture or any similar relationship between the Users and the Company and/or other individuals or entities involved with the deployment of the Smart Contract System and the setting up of the Project is created.
- 11 The User acknowledges and understands that the Company may at its discretion at any time change the name of the UBEX Tokens and/or its symbol. The Company shall use all reasonable efforts to ensure that such change of name and/or symbol will not adversely affect the rights of the User or the UBEX Tokens held by the Users.

2. UBEX Token Creation Function

2.1 UBEX Tokens Functionality

- 12 UBEX Tokens are only for use in connection with the Project under the terms of the Smart Contract System and only constitute a transferable representation of attributed functions specified in the Smart Contract System.
- 13 Ownership of UBEX Tokens carries no rights, express or implied, other than the limited right to use UBEX Tokens as a means to enable usage of and interaction within the Platform, if and to the extent successfully completed and deployed.

2.2 No Ownership, Revenue or Governance Rights

- 14 User understands and accepts that **UBEX Tokens do not represent or constitute any ownership rights or stake, shares or security or equivalent rights nor any rights to receive future revenues, shares or any other form of participation or governance rights in or relating to the Project and/or Company.** The UBEX Tokens do not create or confer any enforceable contractual or other obligations against any party (including the Company, the UBEX team members or other developers, auditors, contractors or founders associated with the Project, the Platform and/or the Company).
- 15 In addition, the User understands and accepts that he/she has no right to claim as holder of UBEX Tokens any intellectual property rights, equity or equivalent rights or any other form of participation in or relating to the Project and/or the Company.

2.3 Contribution

- 16 **Public Contribution Period:** The Public Contribution period (crowd contribution period **Contribution Period**) starts on the 21. May 2018 till 30. September 2018 or until the Maximum Contribution Amount, as defined below, has been reached, whichever occurs earlier.
- 17 **Maximum Contribution Amount:** The maximum contribution amount for the Crowd Contribution ("**Maximum Contribution Amount**" or "**Hard Cap**") will be the equivalent of ETH 28,800. The User understands that if contributions are received after the Hard Cap was reached, the ETH will be refunded to the ETH address from which it was sent from.
- 18 **Accepted Funds:** Contribution into the Smart Contract System during the Crowd Contribution will only be possible in ETH. Contributions on FIAT currencies will not be possible.
- 19 **Personal Minimum Contribution Limits:** The minimum transfer amount of ETH into the Smart Contract System is 0.01 ("**Minimum Transfer Amount**"). If a transfer of less than the Minimum Transfer Amount will be made, it will be recorded as a donation and the relevant transfer may neither claim the allocation of UBEX Tokens, nor a refund of the transfer.
- 20 **Total UBEX Supply:** The total supply of UBEX Tokens will be 4,000,000,000 ("**Total UBEX Supply**"). No additional UBEX Tokens will be created.
- 21 **Allocation Rate:** The amount of UBEX Tokens allocated for every Contribution of 1 ETH will depend on the exchange rate between ETH and USD which will be locked in shortly before

the start of the Contribution Period based on the average price of ETH before the Contribution Period, as calculated by the Company at its own discretion and on a best effort basis. The exchange Rate will be available on request.

- 22 **Creation and Allocation of UBEX Tokens:** The creation and allocation of UBEX Tokens of Pool A by the Smart Contract System are initiated by the User sending an amount of ETH to the Smart Contract System, located on the Ethereum blockchain at the addresses set forth under para. 7, which triggers a smart contract operation. The Smart Contract System creates the UBEX Tokens in an amount corresponding to the user's effective contribution and allocates them to the User's wallet address from where the User's Contribution was sent from. **The User, therefore, shall ensure to make his/her Contribution using an ETH address which the user controls and to which the Smart Contract System can send back UBEX Tokens and/or ETH. The Company shall not be liable for any losses caused by the User attempting to contribute from an exchange platform (such as Bitfinex or Coinbase), smart contract, or other non-standard single access address.**
- 23 **Refund:** The User understands and accepts that in general all Contributions are final and may not be reversed. A refund in specific cases is possible. The management of UBEX AI AG decides about refunds. In general contributions that entitle a User to UBEX Tokens are non-refundable. Contributions that do not entitle the User to UBEX Tokens (e.g. due to the amount of contributions exceeding the Maximum Contribution Amount) will be automatically sent back to the User's wallet address from where the Contribution was sent from. Subject to the above, by contributing to the Project, the User acknowledges that he/she has no right to request a refund for any reason, and that he/she might not receive money or other compensation for any ETH that is not used or remains unused.
- 24 **Assurance to use the original Smart Contract:** Only the Smart Contract(s) existing at the addresses set forth under para. 7 will issue UBEX Tokens during the Contribution Period. To the extent that any third-party website, service or smart-contract offers UBEX Tokens during the Contribution Period or facilitates the allocation or transfer of UBEX Tokens in any way during the Contribution Period, the User understands and accepts that such third-party websites or services are not authorised by the Company and have no relationship in any way with the Project.
- 25 **Transferability of UBEX Tokens during and after the Contribution Period:** The UBEX Tokens are not transferable during the Contribution Period. After the end of the Contribution Period, UBEX Tokens will be transferred to the accounts contributing ETH.
- 26 **Contribution Freeze / Abort:** During the Contribution Period, the Company may at any time stop the contribution period for security reasons. As long as such contribution freeze is upheld or if the Contribution Period is aborted, no further Contribution will be possible.

2.4 Representation and Warranties of User

- 27 By transferring ETH to the Smart Contract System, creating UBEX Tokens, and/or by accepting UBEX Tokens, the User represents and warrants that:
- the User is not a citizen or resident of a country whose legislation conflicts with the present allocation of UBEX Tokens and/or the Project in general;

- the User is not a citizen or resident of the USA or Canada.
- the User is not a resident of, citizen of or located in a geographic area that is subject to UN-, US-, EU-, Swiss or any other sovereign country's sanctions or embargoes;
- any Funds used for the contribution are: (a) good, clean, clear and are of non-criminal origin; (b) completely free and clear of any liens or encumbrances of any kind of any rights of third-party interests; and (c) have no origins that may be connected to any breach of money laundering regulations whatsoever, as defined in the jurisdiction of origin, or internationally;
- the User is not being listed, or associated with any person or entity being listed, on any of the US Department of Commerce's Denied Persons or Entity List, the US Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, the US Department of State's Debarred Parties List, the EU Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions or the Swiss SECO's Overall List of Sanctioned Individuals, Entities and Organizations;
- all information provided within any KYC-procedure linked to his or her Contribution is true and accurate and that the User does not act on behalf of any third party.
- the User has a deep understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, like Bitcoin (BTC) and Ether (ETH), and blockchain-based software systems;
- the User understands and accepts that there is no warranty or assurance that the network of miners will allocate the UBEX Tokens to the Users as proposed by these Terms;
- the User has carefully reviewed the code of the Smart Contract System located on the Ethereum blockchain at the addresses set forth under para. 7 and fully understands and accepts the functions implemented therein;
- the User is legally permitted to (financially) support the development of the Project, as well as create and obtain UBEX Tokens in the User's jurisdiction;
- User will use a wallet or wallet service provider that technically supports UBEX Tokens. User understands and accepts that contributing ETH from a wallet or wallet service provider that does not technically support UBEX Tokens may have the result that User will not gain access to his UBEX Tokens;
- the User is legally permitted to receive software and contributing to the Smart Contract System for the development of the Project;
- the User is of a sufficient age to legally create and obtain UBEX Tokens;
- the User will take sole responsibility for any restrictions and risks associated with the creation of UBEX Tokens by the Smart Contract System;
- the User is not supporting the development of the Project to obtain UBEX Tokens for the purpose of speculative investment;

- the User is not obtaining or using UBEX Tokens for any illegal purposes;
- the User is receiving the functionality of the UBEX Tokens issued by the Smart Contract System (and triggered by the Company) primarily to support the development, testing, deployment and operation of the Project, being aware of the commercial risks associated with the development of the Project;
- the User understands that participation on the contribution does not involve the purchase of shares, securities exchangeable into shares or any equivalent in any existing or future public or private company, corporation, or other entity in any jurisdiction;
- the User understands that submitting ETH to the Smart Contract System, creating UBEX Tokens, accepting UBEX Tokens and the development of the Project carries significant financial, regulatory, and reputational risks as further set forth in section 5;
- the User understands that the User has no right against any other party to request any refund of ETH submitted to the Smart Contract System for the allocation and distribution of the UBEX Tokens under any circumstance; and
- the User understands that with regards to UBEX Tokens, no market liquidity (including the existence of a marketplace where UBEX Tokens can be transferred) may be guaranteed and the value of UBEX Tokens (if any) may over time experience extreme volatility or depreciate in full.

2.5 Contribution Address and Control over Private Keys

- 28 As part of the Contribution process, the User must use his/her own account (address) on the Ethereum blockchain, with a private key or password associated to this address. Following the creation of UBEX Tokens by the Smart Contract System, the UBEX Tokens will be transferred to the User's address by the Smart Contract.
- 29 In order to receive the UBEX Tokens, the User shall ***not*** use third party addresses of exchange platforms (e.g., Poloniex, Coinbase, Bitfinex, etc.). The User understands that the User must keep his/her password or private key safe and that the User may not share them with anybody. The User further understands that if his/her private key and/or password is lost or stolen, the UBEX Tokens associated with the User's account (address) will be unrecoverable and will be permanently lost. Furthermore, the User understands that there is no recovery mechanism for lost keys and passwords, so no one will be able to help the User retrieve or reconstruct a lost password and private keys and provide the User with access to any lost UBEX Tokens.

3. UBEX Project Execution

- 30 The User understands and accepts that the development and execution of the Project will be assigned to the Company, by releasing the amount of contributed ETH by the Smart Contract System to the wallet of the Company. The Company has the right to engage subcontractors to perform the entire or partial development and execution of the Project. The scope of the development work will be triggered by the amount of Contributions received during the Contribution Period.

- 31 The User understands and accepts that for the purpose of the development and execution of the Project, the Company receives the full amount of ETH transferred to the Smart Contract System during the Contribution Period. This amount covers expenses, charges and other costs that may arise by the Company and/or its subcontractors as part of the development and execution of the Project. It remains at the Company sole discretion to decide how to allocate the funds in order to develop and execute the Project.
- 32 The User understands and accepts that the creation of UBEX Tokens does not involve the purchase of shares or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction. Thus, the User understands and accepts that he/she will have no influence over governance on the Project and that the Company has the right to assign the execution of the Project and the development of the Platform to a third party.
- 33 The User understands and accepts that the Project will need to go through substantial development works as part of which it may become subject of significant conceptual, technical and commercial changes before release. The User understands and accepts that as part of the development, an upgrade of the UBEX Tokens may be required (a so-called hard-fork of the UBEX Tokens), and that, if the User decides not to participate in such upgrade, he/she/it may no longer use their UBEX Tokens and that any non-upgraded UBEX Tokens may lose their functionality in full.

4. Audit of the Smart Contract System

- 34 The Smart Contract System has been, on a reasonable effort basis, audited and approved by technical experts. The technical experts have confirmed that the Smart Contract System has, with regard to both accuracy and security, been programmed according to the current state of the art.
- 35 However, the User understands and accepts that smart contract technology is still in an early development stage and its application of experimental nature which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, while the audit conducted raises the level of security and accuracy, the User understands and accepts that the audit does not amount to any form of warranty, including direct or indirect warranties that the Smart Contract System and the UBEX Tokens are fit for a particular purpose or do not contain any weaknesses, vulnerabilities or bugs which could cause, inter alia, the complete loss of ETH, other (financial) support of the Project and/or UBEX Tokens.

5. Risks

- 36 The User understands and accepts the risks in connection with making a Contribution to the Project and/or transferring ETH to the Smart Contract System and creating UBEX Tokens as exemplary set forth above and hereinafter. In particular, but not concluding, the User understands the inherent risks listed hereinafter:
- **Risk of Software Weaknesses:** The User understands and accepts that 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. The User understands and accepts that there is no warranty that the process for creating UBEX Tokens will be uninterrupted or error-free and acknowledges that there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs

causing, inter alia, the complete loss of ETH, other (financial) support of the Project and/or UBEX Tokens. The User understands and accepts that the Smart Contract System and/or underlying protocols and/or any other software involved may either delay and/or not execute a Contribution due to the overall Contribution volume, mining attacks and/or similar events.

- **Regulatory Risk:** The User understands and accepts that the blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the Smart Contract System and which may, inter alia, result in substantial modifications of the Smart Contract System and/or the Project, including its termination and the loss of UBEX Tokens for the User.
- **Risk of Abandonment / Lack of Success:** The User understands and accepts that the creation of the UBEX Tokens and the development of the Project may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). The User therefore understands that there is no assurance that, even if the Project is partially or fully developed and launched, the User will receive any benefits through the UBEX Tokens held by him.
- **Risk Associated with other Applications:** The User understands and accepts that the Project may give rise to other, alternative projects, promoted by unaffiliated third parties, under which UBEX Tokens will have no intrinsic value.
- **Risk of Loss of Private Key:** The User understands and accepts that UBEX Tokens can only be accessed by using a Ethereum wallet with a combination of User's account information (address) and private key or password. The User understands and accepts that if his private key or password gets lost or stolen, the UBEX Tokens associated with the User's account (address) will be unrecoverable and will be permanently lost.
- **Third-party Risk:** The Company may use third parties to manage and operate the contribution processes. The Company has no visibility into, or possibility to control the software or mechanisms used by such third parties, and cannot verify or guarantee the proper functionality of the third-party software or operations.
- **Risk of Theft:** The User understands and accepts that 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 that could result in theft or loss of UBEX Tokens, other (financial) support of the Project, or ETH, impacting the ability to develop the Project.
- **Risk of Ethereum Mining Attacks:** The User understands and accepts that, as with other cryptocurrencies, the blockchain used for the Smart Contract System is susceptible to attacks, including but not limited to denial of service attacks, exploits of consensus nodes, and byzantine attacks on the consensus nodes. Any successful attacks present a risk to the Smart Contract System, expected proper execution and sequencing of UBEX Tokens transactions, and expected proper execution and sequencing of contract computations.

- **Risk of Incompatible Wallet Service:** The User understands and accepts that the wallet used for the Contribution has to be technically compatible with the UBEX Tokens. The failure to assure this may have the result that User will not gain access to his/her UBEX Tokens.
- **Risk of Lack of Consensus:** The User understands and accepts that the network of nodes will be ultimately in control of the Smart Contract System and that there is no warranty or assurance that the network of nodes will allocate the UBEX Tokens to the Users as proposed by these Terms. The User further understands that a majority of these nodes could agree at any point to make changes to the official Smart Contract System and to run the new version of the Smart Contract System. Such a scenario could lead to UBEX Tokens losing intrinsic value.
- **Risk of Depreciation:** The User understands and accepts that with regard to UBEX Tokens no market liquidity may be guaranteed and that the value of UBEX Tokens over time may experience extreme volatility or depreciate in full.

6. Taxation

- 37 The User bears the sole responsibility to determine if his/her Contribution to the Project and/or to the Smart Contract System for the development of the Project, the transfer of ETH to the Smart Contract System, the creation, acceptance, ownership or use of UBEX Tokens, the potential appreciation or depreciation in the value of UBEX Tokens over time (if any), the allocation of UBEX Tokens and/or any other actions or transactions related to the Project has tax implications for the User.
- 38 By creating, holding, or using UBEX Tokens, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors, contractors or founders) liable for any tax liability associated with or arising from the creation, ownership or use of UBEX Tokens or any other action or transaction related to the Project.

7. No Warranty

- 39 The User understands and expressly accepts that there is no warranty whatsoever on UBEX Tokens, the Smart Contract System and/or the success of the Project, expressed or implied, to the extent permitted by law, and that the Smart Contract System is used and UBEX Tokens are created and obtained at the sole risk of the User on an “as is” and “under development” basis and without, to the extent permitted by law, any warranties of any kind, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose.

8. No Liability

- 40 The User acknowledges and agrees that, to the extent permitted by any applicable law, the User will not hold any developers, auditors, contractors or founders of the UBEX Tokens, the Smart Contract System and/or the Company liable for any and all damages or injury whatsoever caused by or related to the use of, or the inability to use, UBEX Tokens or the Smart Contract System under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including

negligence) and that developers, auditors contractors or founders of the Smart Contract System, the Company and/or the Project shall not be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or the inability to use of the Smart Contract System, the Platform and/or the UBEX Tokens.

- 41 The User further specifically acknowledges that developers, auditors, contractors or founders of the Platform, Smart Contract System and/or the Project are not liable, and the User agrees not to hold them liable for the conduct of third parties, including other creators of the Company, and that the risk of creating, holding and using UBEX Tokens rests entirely with the User.
- 42 By creating, accepting, holding or using UBEX Tokens, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors, contractors or founders) liable for any regulatory implications or liability associated with or arising from the creation, allocation, ownership or use of UBEX Tokens or any other actions or transactions related to the Project.

9. Miscellaneous

- 43 The Smart Contract System is located in Alderney. Consequently, the UBEX Tokens creation and allocation and the assignment of the development and execution of the Project to the Company are considered to be executed in Alderney.
- 44 The User agrees that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.
- 45 The Terms govern the creation, allocation, ownership and use of UBEX Tokens and supersede any public statements about the launch of the UBEX Tokens and/or the Smart Contract System made by anyone in the past, present and future.
- 46 The applicable law is Swiss law. Any dispute arising out of or in connection with the creation of the UBEX Tokens and the development and execution of the Project shall be finally settled by the ordinary courts of the registered domicile of the defendant.
- 47 To the fullest extent permitted by law, the User waives the right to participate in a class action lawsuit or a class-wide arbitration against the Company or any individual involved with the creation of the Project and/or UBEX Tokens.