

NBASE CRYPTO GOLD TOKEN SALE TERMS AND CONDITIONS

The following Terms and Conditions ("Terms") govern your ("you" or the "Purchaser") purchase of cryptographic tokens ("NCG") from Kareem Belgharbi. Each of you and the Company is a "Party" and, together, the "Parties" to these Terms. This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. This document describes the NCG token sale.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE NCG FROM THE COMPANY. BY PURCHASING NCG FROM THE COMPANY, YOU WILL BE BOUND BY THESE TERMS AND ANY TERMS INCORPORATED BY REFERENCE. IF YOU HAVE ANY QUESTIONS REGARDING THESE TERMS, PLEASE CONTACT THE COMPANY AT support@nbasemobile.io. By purchasing NCG, and to the extent permitted by law, you are agreeing not to hold any of the the Company and its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "nBase Team") liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of NCG, including losses associated with the terms set forth below.

DO NOT PURCHASE NCG IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS. PRIOR TO PURCHASING NCG, YOU SHOULD CAREFULLY CONSIDER THE TERMS LISTED BELOW AND, TO THE EXTENT NECESSARY, CONSULT AN APPROPRIATE LAWYER, ACCOUNTANT, OR TAX PROFESSIONAL. IF ANY OF THE FOLLOWING TERMS ARE UNACCEPTABLE TO YOU, YOU SHOULD NOT PURCHASE NCG.

PURCHASES OF NCG SHOULD BE UNDERTAKEN ONLY BY INDIVIDUALS, ENTITIES, OR COMPANIES THAT HAVE SIGNIFICANT EXPERIENCE WITH, AND UNDERSTANDING OF, THE USAGE AND INTRICACIES OF CRYPTOGRAPHIC TOKENS, INCLUDING ETHEREUM TOKENS, AND BLOCKCHAIN BASED SOFTWARE SYSTEMS. PURCHASERS SHOULD HAVE A FUNCTIONAL UNDERSTANDING OF STORAGE AND TRANSMISSION MECHANISMS ASSOCIATED WITH OTHER CRYPTOGRAPHIC TOKENS. WHILE THE COMPANY WILL BE AVAILABLE TO ASSIST PURCHASERS OF NCG DURING THE SALE, THE COMPANY WILL NOT BE RESPONSIBLE IN ANY WAY FOR LOSS OF BTC, ETH OR NCG RESULTING FROM ACTIONS TAKEN BY, OR OMITTED BY PURCHASERS. IF YOU DO NOT HAVE SUCH EXPERIENCE OR EXPERTISE, THEN YOU SHOULD NOT PURCHASE NCG OR PARTICIPATE IN THE SALE OF NCG. YOUR PARTICIPATION IN NCG SALE IS DEEMED TO BE YOUR UNDERTAKING THAT YOU SATISFY THE REQUIREMENTS MENTIONED IN THIS PARAGRAPH.

PURCHASER AGREES TO BUY, AND COMPANY AGREES TO SELL, THE NCG TOKENS IN ACCORDANCE WITH THE FOLLOWING TERMS:

1. Conditions to NCG token sale

YOU MAY NOT MAKE OR ACQUIRE AN NCG TOKEN IF YOU ARE A CITIZEN, RESIDENT (TAX OR OTHERWISE) OR GREEN CARD HOLDER OF THE UNITED STATES OF AMERICA, OR A CITIZEN OR RESIDENT OF THE REPUBLIC OF SOUTH AFRICA, OR THE CAYMAN ISLANDS.

When you purchase, or otherwise receive, an NCG token, you may only do so by accepting the following conditions and, by doing so, you warrant and represent that the following are a true and accurate reflection of the basis on which you are acquiring the NCG tokens:

neither the Company nor any of the nBase Team has provided you with any advice regarding whether NCG is a suitable investment for you;

you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, such as Bitcoin and Ether, as well as blockchain-based software systems generally;

you are legally permitted to receive and hold and make use of NCG in your and any other relevant jurisdiction;

you will supply us with all information, documentation or copy documentation that we require in order to allow us to accept your purchase of NCG and allocate NCG to you;

you have not supplied us with information relating to your acquisition of NCG or otherwise which is inaccurate or misleading;

you will provide us with any additional information which may be reasonably required in order that we can fulfil our legal, regulatory and contractual obligations, including but not limited to any anti-money laundering obligation;

you will notify us promptly of any change to the information supplied by you to us;

you are of a sufficient age (if an individual) to legally obtain NCG, and you are not aware of any other legal reason to prevent you from obtaining NCG;

you take sole responsibility for any restrictions and risks associated with receiving and holding NCG, including but not limited to these set out in Annex A;

by acquiring NCG, you are not making a regulated investment, as this term may be interpreted by the regulator in your jurisdiction;

you are not obtaining or using NCG for any illegal purpose, and will not use NCG for any illegal purpose;

you waive any right you may have / obtain to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the sale of NCG;

your acquisition of NCG not involve your purchase or receipt of shares, ownership or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;

to the extent permitted by law and provided we act in good faith, the Company makes no warranty whatsoever, either expressed or implied, regarding the future success of NCG and/or the Ethereum Network;

you accept that NCG is created and you obtain NCG on an “as is” and “under development” basis. Therefore, provided the Company acts in good faith, you accept that the Company is providing NCG without being able to provide any warranties in relation to NCG, including, but not limited to, title, merchantability or fitness for a particular purpose;

you accept that you bear sole responsibility for determining if (i) the acquisition, the allocation, use or ownership of NCG (ii) the potential appreciation or depreciation in the value of NCG over time, if any, (iii) the sale and purchase of NCG; and/or (iv) any other action or transaction related to NCG has tax implications.

2. Overview of NCG sale

NCG is required for proper operation and comprehensive utilization of NBASE (as defined in the white paper (the “White Paper”) provided at <https://nbasemobile.io/> (the “Website”) as of the date the Purchaser acquires NCG token). After the NCG sale, each NCG is backed by the purchase of the underlying assets, as described in the White Paper. To the extent they do not contradict these Terms, the rights connected to NCG are subject to the limitations set out in the White Paper, but this should in no case create obligations for the Company in addition to the ones contained in these Terms. The Company reserves the right to circumvent the algorithm used to select the underlying assets if it believes, in its sole discretion, that such selected underlying assets could adversely affect the Company or NCG from a regulatory or legal perspective. The Company shall have the right to sell any such underlying assets (if already part of NCG portfolio) and block their acquisition.

3. After the NCG Token Sale

The Purchasers should have no expectation of influence over governance of the Company.

Upon the conclusion of a successful NCG sale, the digital assets backing each NCG token will be transparently purchased.

Prior to a Purchaser selling NCG after the NCG token sale completion, such Purchaser shall ensure that the buyer of any such NCG undertakes to comply with all the provisions of these Terms as if such person were a Purchaser in the NCG token sale.

4. The Company Will Not Purchase NCG During the NCG Sale

The Company warrants that neither it nor its shareholders will purchase NCG during the NCG sale. Furthermore, the Company warrants that neither it nor its shareholders will purchase NCG from any third party during the period of the NCG sale.

5. All purchases of NCG are final

ALL PURCHASES OF NCG ARE FINAL. PURCHASES OF NCG ARE NON-REFUNDABLE. BY PURCHASING NCG, THE PURCHASER ACKNOWLEDGES THAT NEITHER THE COMPANY NOR ANY OF ITS AFFILIATES, DIRECTORS OR SHAREHOLDERS ARE REQUIRED TO PROVIDE A REFUND FOR ANY REASON.

IF THE COMPANY BELIEVES, IN ITS SOLE DISCRETION, THAT ANY INDIVIDUALS OR ENTITIES OWNING NCG CREATES MATERIAL REGULATORY OR OTHER LEGAL RISKS OR ADVERSE EFFECTS FOR THE COMPANY AND/OR NCG, THE COMPANY RESERVES THE RIGHT TO: (A) BUY ALL NCG FROM SUCH NCG OWNERS AT THE THEN-EXISTING MARKET PRICE AND/OR (B) SELL ALL CRYPTOCURRENCY ASSETS OF THE COMPANY.

6. Taxation of NCG and Taxation Related to the ICO

The Purchaser bears the sole responsibility to determine if the purchase of NCG with ETH or the potential appreciation or depreciation in the value of NCG over time has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing NCG, and to the extent permitted by law, the Purchaser agrees not to hold any of the Company, its affiliates, shareholders, director, or advisors liable for any tax liability associated with or arising from the purchase of NCG.

7. Privacy

The Purchasers may be contacted by email by the Company. Such emails will be informational only.

8. Force Majeure

The NBASE Team is not liable for failure to perform solely caused by:

unavoidable casualty,

delays in delivery of materials,

embargoes,

government orders,

acts of civil or military authorities,

acts by common carriers,

emergency conditions (including weather conditions),

security issues arising from the technology used,

or any similar unforeseen event that renders performance commercially implausible. If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Terms, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

9. Disclaimer of Warranties

THE PURCHASER EXPRESSLY AGREES THAT THE PURCHASER IS PURCHASING NCG AT THE PURCHASER'S SOLE RISK AND THAT NCG IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES.

10. Limitations Waiver of Liability

THE PURCHASER ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO (i) USE OF, OR INABILITY TO USE, NCG OR (ii) THE NBASE TEAM 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 NONE OF THE NBASE TEAM SHALL 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 INABILITY TO USE, OR PURCHASE OF, OR INABILITY TO PURCHASE, NCG, OR ARISING OUT OF ANY INTERACTION WITH THE SMART CONTRACT IMPLEMENTED IN RELATION TO NCG. THE PURCHASER FURTHER SPECIFICALLY ACKNOWLEDGES THAT THE NBASE TEAM IS NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF NCG, AND THAT THE RISK OF PURCHASING AND USING NCG RESTS ENTIRELY WITH THE PURCHASER. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ANY OF THE NBASE TEAM BE LIABLE TO ANY PURCHASER FOR MORE THAN THE AMOUNT THE PURCHASER HAVE PAID TO THE COMPANY FOR THE PURCHASE OF NCG. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION AND ELSEWHERE IN THE TERMS MAY NOT APPLY TO A PURCHASER. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY PURCHASER OR EXCLUDE INJURY ARISING FROM ANY WILFUL MISCONDUCT OR FRAUD OF THE NBASE TEAM.

11. Complete Agreement

These Terms set forth the entire understanding between the Purchaser and the Company with respect to the purchase and sale of NCG. For facts relating to the sale and purchase, the Purchaser agrees to rely only on the Terms in determining purchase decisions and understands that the Terms govern the sale of NCG and supersede any public statements about the NCG token sale made by third parties or by the NBASE Team or individuals associated with any of the NBASE Team, past and present and during the NCG token sale.

12. Severability

The Purchaser and the Company agree 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.

13. No Waiver

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

14. Updates to the Terms

The Company reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the sale by posting the amended Terms on the Website. Any Purchaser will be deemed to have accepted such changes by purchasing NCG. The Terms may not be otherwise amended except by express consent of both the Purchaser and the Company.

15. Cooperation with Legal Authorities

The Company will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions.

16. Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the NBase Team from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your purchase or use of NCG; (ii) your responsibilities or obligations under these Terms; (iii) your violation of these Terms; or (iv) your violation of any rights of any other person or entity.

The Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under this Section 18. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

17. Security

You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold NCG purchased from the Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Tokens. The Company is not responsible for any losses, costs or expenses relating to lost access credentials.

18. Language

Currently, only English versions of any NBASE's communications is considered official. The English version shall prevail in case of differences in translation.

19. Arbitration

Any dispute or difference arising out of or in connection with these Terms or the legal relationships established by these Terms, including any question regarding its existence, validity or termination ("Dispute"), shall be referred to and finally resolved by arbitration under the LCIA Rules which will be deemed to be incorporated by reference into this clause, save for any waiver of any rights the parties would otherwise have to any form of appeal or recourse to a court of law or other judicial authority, which rights are expressly reserved. The number of arbitrators shall be three. The seat of the arbitration shall be London. The language of the arbitration shall be English.

A dispute arising out of or related to these Terms is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

NCG Risks

By purchasing, owning, and using NCG, you expressly acknowledge and assume the following risks:

1. Risk of Losing Access to NCG Due to Loss of Private Key(s), Custodial Error or Purchaser Error

A private key, or a combination of private keys, is necessary to control and dispose of NCG stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing NCG will result in loss of such NCG. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your NCG. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store NCG in, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your NCG. Additionally, your failure to follow precisely the procedures set forth in for buying and receiving Tokens, including, for instance, if you provide the wrong address for the receiving NCG, or provides an address that is not ERC-20 compatible, may result in the loss of your Tokens.

2. Risks Associated with the Ethereum Protocol

Because NCG and the NBase platform are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the platform or NCG. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the NCG and the platform, including the utility of the NCG for obtaining services, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

3. Risk of Mining Attacks

As with other decentralized cryptographic tokens based on the Ethereum protocol, NCG are susceptible to attacks by miners in the course of validating NCG transactions on the Ethereum blockchain, including, but not limited, to double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the platform and NCG, including, but not limited to, accurate execution and recording of transactions involving NCG.

4. Risk of Hacking and Security Weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with the platform or NCG in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, and spoofing. Furthermore, because the platform is based on open-source software, there is a risk that a third party or a member of the Company team may

intentionally or unintentionally introduce weaknesses into the core infrastructure of the platform, which could negatively affect the platform and NCG, including the utility of NCG for obtaining services.

5. Risks Associated with Markets for NCG

If secondary trading of 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 third-parties do ascribe an external exchange value to NCG (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile.

6. Risk of Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, NCG 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 Company, to offer recourse to you.

7. Risks Associated with Uncertain Regulations and Enforcement Actions

The regulatory status of NCG and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the NBase platform and NCG. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the platform and NCG. Regulatory actions could negatively impact the platform and NCG in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of NCG constitutes unlawful activity or that NCG are a regulated instrument that require registration or licensing of those instruments or some or all of the parties involved in the purchase, sale and delivery thereof. The Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

8. Risks Arising from Taxation

The tax characterization of NCG is uncertain. You must seek your own tax advice in connection with purchasing NCG, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

9. Risk of Competing platforms

It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the platform and attempt to facilitate services that are materially similar to the NBase services.

10. Risks Arising from Lack of Governance Rights

Because NCG confer no governance rights of any kind with respect to the NBase platform or the Company, all decisions involving the Company's products or services within the platform or the Company itself will be made by the Company at its sole discretion. These decisions could adversely affect the platform and the utility of any NCG you own, including their utility for obtaining services.

11. Unanticipated Risks

Cryptographic tokens such as NCG are a new and untested technology. In addition to the risks included in these Terms, there are other risks associated with your purchase, possession and use of NCG, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Annex A of these Terms.

Further Information

For further information regarding the NCG sale, please contact support@nbasemobile.io.