



## Pre-Purchase Agreement for Uniris Cryptomoney Tokens (UCO)

### PREAMBLE

- A. UNIRIS has developed a Blockchain, with a decentralized and interoperable identity, supporting one million transactions per second by offering increased security and virtually zero energy consumption (the "UNIRIS Blockchain").
- B. The detailed technical description of the UNIRIS Blockchain is contained in the information document made available to the Purchaser on the site <https://uniris.io> (the « *Yellow Paper* »), is based on several technological innovations, namely a chain of transactions instead of a chain of blocks, a new form of consensus called ARCH "Atomic Rotating Commitment Heuristic", a predictive replication system, and a distributed network without saturation points.
- C. Transactions on the UNIRIS Blockchain are based on the use of a token called UCO (Uniris Coin), which is the virtual representation of a payment method used to carry out transactions within the UNIRIS Blockchain.
- D. UNIRIS intends to launch the cryptomoney associated with the UNIRIS Blockchain in the form of a public offering of tokens (hereinafter the "ICO"), during which the UCO tokens will be offered to the public, according to the terms summarized in the synthesis made available to the Purchaser on the uniris.io site (the "Teaser"). This transaction will be subject to a visa application obtained from the Authority of the Financial Markets, France.
- E. Before the ICO, UNIRIS wanted to offer a limited number of people the opportunity to participate in a private offer, allowing them to pre-purchase UCO tokens, sold at a preferential price, and whose delivery will take place at the same time as the launch of the UNIRIS Blockchain.
- F. It is within this framework that the Purchaser and the Company wished to conclude this Agreement.

this being stated, it is agreed as follows:

This contract for the pre-purchase of cryptomoney tokens (the « **Contract** ») is concluded between:

1. **UNIRIS**, a simplified joint stock company governed by French law with a share capital of EUR 98,562.74, registered in the Evry Trade and Companies Register under number 828 015 131, whose registered office is located at 86 Rue de Paris in Orsay (91400), in the person of its legal representative in office (hereinafter the « **Company** ») ; and
2. \_\_\_\_\_, born on \_\_\_\_\_, residing at the address \_\_\_\_\_ and reachable at the email address : \_\_\_\_\_ (hereinafter the « **Purchaser** ») ;

The Company and the Purchaser will hereinafter be referred to together as the « **Parties** » and individually a « **Party** ».

## 1 PURPOSE OF THE OFFER

Subject to the terms and conditions provided for in this Agreement, the Purchaser intends to pre-purchase, in exchange for a payment of a preferential price, UCO cryptomoney tokens, which the Company undertakes to provide to it at the time of the launch of the UNIRIS Blockchain, in accordance with the terms described below.

The UCO token is the virtual representation of a means of payment, allowing transactions to be carried out within the UNIRIS Blockchain, in accordance with the technical description contained in the Yellow Paper. The UCO token is thus an intangible asset representing, in digital form, one or more rights, which may be issued, registered, retained or transferred by means of a shared electronic recording device, in this case the UNIRIS Blockchain.

As a cryptomoney token, the UCO token does not entitle you to any consideration in the form of the delivery of a good or the provision of a service. Nor does it give any right, directly or indirectly, in any security, and the holder of the UCO token may not vote or receive dividends or be deemed to be the holder of shares of any company or entity. The UCO token therefore does not have the characteristics of a financial security, a financial contract or a cash register voucher.

The tokens will initially be issued in the form of tokens that can be exchanged on the Ethereum (ERC20), Binance (BEP2) or any other exchange platform that ensures the liquidity of the tokens and will be exchanged at parity with the "native tokens (UCO)" when the Uniris Blockchain is deployed.

## 2 DURATION OF THE OFFER

This private token offer is limited to a period beginning on 6 October 2019 at midnight and ending on 31 December 2019 at midnight (Paris time), and to a maximum total number of 820,000,000 (Eight Hundred and Twenty Million) UCO tokens corresponding to a maximum total subscription amount of 4,100,000 Euros (Four Million One Hundred Thousand Euros).

Purchasers' requests will be processed in the order in which they are received until all UCO tokens offered for sale as part of the private offer have been subscribed. If the requests exceed the number of tokens offered for sale, only the date of receipt of the funds before the end of the subscription period will be taken into account to determine the order of the successful bids.

### 3 PRICE

The purchase of UCO tokens as part of this private offer is offered at a unit price of EUR 0.005 / UCO. This price constitutes a preferential price insofar as the UCO tokens will be offered for sale at a price of EUR 0.007 / UCO as part of the public offer of tokens.

The Purchaser hereby makes a firm and irrevocable commitment to :

- Buy a number of \_\_\_\_\_ tokens UCO
- Corresponding to a total price of \_\_\_\_\_ EUR

The Purchaser shall make the required payment to the Company in consideration of the pre-purchase of the UCO tokens upon signature of this Agreement. The price of the tokens will be paid by the Purchaser to the Company in cash by bank transfer to the Company's bank account, the details of which will have been communicated to them in advance.

### 4 TOKEN DELIVERY

The Parties expressly agree that the delivery of tokens pursuant to the Agreement shall take place at the time of the launch of the UCO cryptomoney associated with the UNIRIS Blockchain (the « Cryptomoney Launch »).

The Cryptomoney Launch will take place when the public offer of tokens is opened, on which date all or part of the acquired UCOs will become exchangeable on the exchange platforms. The provisional date for the launch of Cryptomoney is set for the first half of 2020.

The Purchaser shall provide the Company at least 15 (fifteen) days prior to the launch of the Cryptomoney with a network address to which the Purchaser's tokens will be allocated. Upon request, the Company will generate for the Purchaser the key and network address under the control of an agent to be delivered by hand or by a method chosen by the Purchaser.

The tokens shall be delivered free of any security, claim, privilege, pledge, guarantee, servitude, charge or restriction of any kind whatsoever, promise to sell or purchase, option or pre-emption right affecting him or her or any other right or obligation of any kind whatsoever affecting his or her property, transferability or the exercise of any other right resulting therefrom.

### 5 STATEMENTS BY THE PARTIES

The Parties declare that they have full civil capacity to bind themselves hereunder and its consequences and, more particularly, that they are not currently the subject of collective proceedings, nor are they likely to be because of their professions and

functions, nor are they in a state of suspension of payments and are or have not been subject to any receivership or judicial liquidation proceedings.

The Company holds sufficient rights to all patents, trademarks, trade names, copyrights, licenses, processes and other intellectual property rights necessary for the launch of the UNIRIS Cryptomoney, and its activities, without infringing the rights of others.

The Purchaser agrees to submit to an identification process to verify their identity and the origin of the funds invested. They declare that the funds used to acquire the tokens are not of criminal or penal origin within the meaning of the regulations relating to the fight against money laundering and the fight against terrorism.

The Purchaser declares that she/he is aware of the taxation applicable to the subscription of tokens, and is responsible for any tax that may be due as a result of the acquisition, transfer or exchange of the tokens covered by this Agreement.

## **6 TERMINATION**

The Company is committed under this Agreement to deliver to the Purchaser a certain number of cryptomoney tokens at the time of the launch of the UNIRIS Cryptomoney.

If for any reason, whether or not resulting from the Company's will, the Company is unable to deliver the tokens, the Company undertakes to refund to the Purchaser the sums paid pursuant to Article 3 hereof.

## **7 PERSONAL DATA**

The information contained in this Agreement is protected by the strictest confidentiality. The Company undertakes to put in place all appropriate means to ensure the confidentiality of the Purchaser's personal data, in order to prevent its damage, deletion or access by third parties. This data will only be used for the purpose of performing this Agreement, and may not be disclosed to third parties under any circumstances without the prior consent of the Purchaser, unless required by law. The Purchaser's personal data will be kept for archiving purposes until the expiry of the contractual limitation period, after which time it will be destroyed.

## **8 CONFIDENTIALITY**

The Parties expressly refrain from disclosing this Agreement and its contents to any third party to this Agreement, except

- (i) to their advisers who are bound by professional secrecy,
- (ii) to public, national or Community authorities to whom such transmission would be necessary under a mandatory legal or regulatory provision
- (iii) in order to compel the other Party to perform its obligations because of its refusal to do so or its non-performance.

## 9 WARNING

The Purchaser's attention is drawn to the risk factors specific to the issuance of cryptomoney tokens. Investing in a token offer involves risks of partial or total loss of the investment. No guarantee is given as to the liquidity of the tokens acquired during the offer, the existence of a secondary market for these tokens, the value of the tokens acquired during the offer and the equivalent value of these tokens in foreign currency. As cryptomoney tokens, UCO tokens are not financial instruments and do not confer any rights other than those described in the associated publications (Yellow Paper and Teaser) available on the uniris.io website.

## 10 MISCELLANEOUS

The Parties agree that the Contract may only be validly amended by means of a written amendment, signed by the Parties. No Party shall be deemed to have implicitly waived any right except as expressly provided in this Agreement. The preamble and any appendices form an integral part of the Contract and have the same legal force as the other provisions of the Contract.


If one of the provisions of the Contract should prove or become null, unenforceable, void, illegal or inapplicable, this shall not affect the validity, effectiveness or enforceability of the other provisions of the Contract, which shall not in any way be affected or altered by it and the Parties shall not be exempt from the performance of the Contract. In such a case, the Parties undertake to substitute, if possible, for the invalid, unenforceable, void, illegal or inapplicable provision in question, a lawful provision corresponding to the object and spirit of the latter, by amendment to this Agreement. This Agreement is governed by French law.

It is written in French and English, it being specified that the French version prevails in the event of a dispute over its execution, interpretation, validity or cancellation.

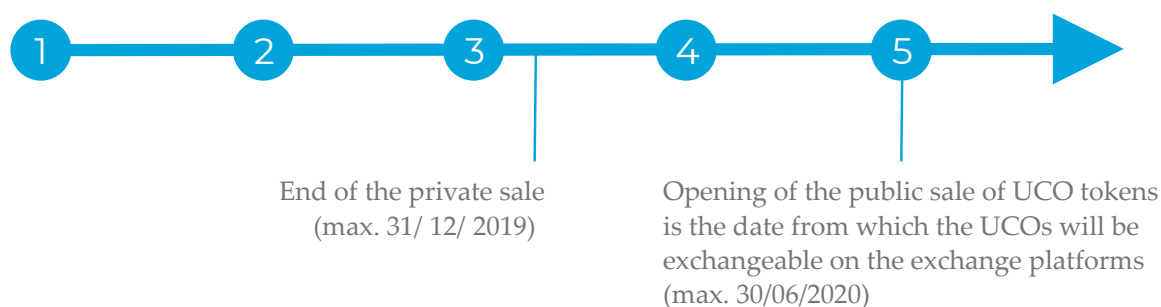
UNIRIS SAS, represented by  
by Mr. Sebastian DUPONT-RAOSETA,  
President.

The Purchaser,




 Send the form

## 11 APPENDIX: UCO Token Issuance Process



### 1 Submission of the subscription form

If you have not already done so on the previous page, please send the attached form by email by clicking on the following link :

 Send the form

Note: In case of problems with this form, you can download the empty form at the following address <https://uniris.io/assets/Contract-Tokens-Uniris-Manual.pdf>, to be filled in manually and sent to the email address : [ico@uniris.io](mailto:ico@uniris.io)

### 2 Payment

Payment can be made preferably by bank transfer to the following account or by Paypal by clicking on the Paypal link below :

Bank details:

Paypal details:



IBAN		BIC	
FR76 1679 8000 0100 0003 6526 247		TRZOFR21XXX	
Code banque	Code guichet	Numéro de compte	clé RIB
16798	00001	00000365262	47

**Titulaire du compte** UNIRIS - 86 rue de Paris, 91400 ORSAY, FRANCE  
**Domiciliation** Treezor - 150 rue Gallieni, 92641 Boulogne-Billancourt Cedex, France



Pay by PayPal

### 3 Sending confirmation of the acquisition of UCO tokens

As soon as the transfer appears on the Uniris account, we will send you a certificate of acquisition of the UCO tokens.

### 4 Initialization of funds and sending of documentation

From the end of November, we will send you a documentation on the use of UCO tokens and the procedure that will allow you to initialize your token portfolio.

### 5 Sending documentation to perform UCO token operations

Before the launch of the public sale, we will send you documentation to exchange or resell your UCO tokens. As a privileged member, the entire Uniris team will remain mobilized to provide you with all the necessary support.